



**PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES**

**UNDERGROUND STORAGE FACILITY PERMIT MODIFICATION AND AQUIFER PROTECTION
PERMIT AMENDMENT FOR TUMBLEWEED PARK RECHARGE FACILITY**

PROJECT NO. WW2206.102

Council Date: January 8, 2026

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of _____, 2026, ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and Matrix New World Engineering, Land Surveying and Landscape Architecture, PC dba Matrix New World Engineering, a New Jersey 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 consultant services for Underground Storage Facility Permit Modification and Aquifer Protection Permit Amendment for Tumbleweed Park Recharge Facility 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 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 \$253,407 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: Sandra Story, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3588 Email: Sandra.Story@chandleraz.gov																						
	To Consultant:	<table border="1" style="width: 100%;"> <tr> <td style="width: 45%;">LEGAL COMPANY NAME:</td> <td>Matrix New World Engineering, Land Surveying and Landscape Architecture, PC dba Matrix New World Engineering</td> </tr> <tr> <td>Mailing Address:</td> <td>3033 North 44 Street, Suite 270 Phoenix, AZ 85018</td> </tr> <tr> <td>Physical Address:</td> <td>3033 North 44 Street, Suite 270 Phoenix, AZ 85018</td> </tr> <tr> <td>Statutory Agent Name:</td> <td>Capitol Corporate Services, Inc.</td> </tr> <tr> <td>Statutory Agent Mailing Address:</td> <td>8825 N. 23rd Ave, Suite 100 Phoenix, AZ 85021</td> </tr> <tr> <td>Statutory Agent Physical Address:</td> <td>8825 N. 23rd Ave, Suite 100 Phoenix, AZ 85021</td> </tr> <tr> <td colspan="2">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td> </tr> <tr> <td>Name:</td> <td>Harry S. Brenton, RG</td> </tr> <tr> <td>Title:</td> <td>Vice President, Hydrogeological Services</td> </tr> <tr> <td>Phone:</td> <td>480-322-1474</td> </tr> <tr> <td>Email:</td> <td>hbrenton@mnwe.com</td> </tr> </table>	LEGAL COMPANY NAME:	Matrix New World Engineering, Land Surveying and Landscape Architecture, PC dba Matrix New World Engineering	Mailing Address:	3033 North 44 Street, Suite 270 Phoenix, AZ 85018	Physical Address:	3033 North 44 Street, Suite 270 Phoenix, AZ 85018	Statutory Agent Name:	Capitol Corporate Services, Inc.	Statutory Agent Mailing Address:	8825 N. 23rd Ave, Suite 100 Phoenix, AZ 85021	Statutory Agent Physical Address:	8825 N. 23rd Ave, Suite 100 Phoenix, AZ 85021	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		Name:	Harry S. Brenton, RG	Title:	Vice President, Hydrogeological Services	Phone:	480-322-1474	Email:	hbrenton@mnwe.com
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5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or

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

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

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

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees

("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"
MATRIX NEW WORLD ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC DBA MATRIX NEW WORLD ENGINEERING

Mayor

Harry Brenton November 26, 2025
Signature Date

RECOMMENDED BY:

Harry Brenton

Print Name

Daniel Haskins December 1, 2025
Daniel Haskins, P.E.
CIP City Engineer

Vice President - Hydrogeological Services

Title
hbrenton@mnwe.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney *JMB*

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



November 10, 2025

Ms. Sandy Story, Project Manager
City of Chandler Public Works and Utilities Department
975 E. Armstrong Way
Chandler, AZ 85286
Electronically Submitted to: Sandra.Story@chandleraz.gov

P25-0850

**SUBJECT: Revised Proposal – USF Permit Modification and APP Amendment Application
Tumbleweed Park Recharge Facility, Chandler, AZ**

Dear Ms. Story:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to provide this revised proposal to the City of Chandler (Chandler) to modify the existing Underground Storage Facility (USF) permit and amend the existing Aquifer Protection Permit (APP) to support the drilling and installation of proposed Aquifer Storage and Recovery (ASR) wells ASR-13 and Well ASR-14 at the Tumbleweed Park Recharge Facility (Tumbleweed USF) in Chandler, Arizona. This revision includes maximum review fees for the Arizona Department of Water Resources (ADWR) to review the USF permit application and the Arizona Department of Environmental Quality (ADEQ) to review the APP application.

SCOPE OF WORK

TASK 1.0 ADWR USF PERMIT MODIFICATION

Matrix will prepare USF and Water Storage (WS) Permit Applications. Groundwater flow modeling associated with defining the maximum area of impact (MAOI) will help demonstrate the impacts of additional ASR wells located at Tumbleweed USF. Matrix understands that Chandler does not want to increase the permitted recharge rate, and that this permit modification is to accommodate additional ASR wells and probably some new monitor wells.

Subtask 1.1 ADWR Pre-Application Meeting

The ADWR Pre-Application Meeting is an opportunity to receive guidance from ADWR and will facilitate submittal of a complete application including the required modeling approach. Key components of the ADWR Pre-Application Meeting include: 1) discussion of the proposed additional wells, 2) use of additional modeling cells that will be incorporated into the 2023 Phoenix AMA model to revise the MAOI, and 3) preliminary designs and proposed locations for additional monitor wells.

Subtask 1.2 Groundwater Modeling for USF Application

Groundwater modeling will be conducted to evaluate the existing 20-year permitted storage volume and maximum annual injection rate for the Tumbleweed USF. Groundwater model simulation methods and results will conform to ADWR USF APP Rules and Regulations.

Matrix will conduct preliminary groundwater modeling simulations to evaluate hydrologic feasibility at the Tumbleweed USF. Groundwater modeling will be conducted to estimate the 20-year proposed permit

storage volume and maximum annual rate using groundwater model simulation methods and analysis conforming to ADWR USF regulations and current practices based on recent project experience. Matrix will prepare three groundwater modeling simulations using an updated version of ADWR's Phx AMA Model (Arizona Department of Water Resources, 2023. Groundwater Flow Model of the Phoenix Active Management Area, Arizona. Modeling Report No. 28) to simulate the impact of recharge at the Tumbleweed USF and other nearby facilities on the regional aquifer system as required for the USF Application Report. The model will be updated through the current year available with reported USF recharge volumes and groundwater pumping volumes based on ADWR records for USFs and wells located in the Phx AMA Model domain. The three model simulations will be: 1) **base model** simulating a 20-year predictive period without Tumbleweed USF recharge, 2) **annual rate model** simulating the current permitted rate of 22,418 acre-feet per year (ac-ft/yr) for 20 years or less at the Tumbleweed USF, and 3) **maximum in storage model** simulating the total volume of recharge determined in the annual rate model (model #2) divided evenly into the 20-year predictive period at the Tumbleweed USF. We anticipate that the permitted annual rate will not be able to be simulated in the model for the full 20-year proposed permit period. Therefore, the total volume of simulated recharge at the Tumbleweed USF for as many years that will "fit" into the model without causing unreasonable harm on existing structures will be used to determine the maximum in storage volume. The current permitted maximum in storage volume is 257,809 acre-feet, which limits the maximum allowed in storage at the Tumbleweed USF at any time during the 20-year permit period. As a part of this SOW, Matrix will determine if the 20-year maximum in storage volume needs to be adjusted based on new modeling.

A model check will be conducted to analyze simulated historical water levels compared to observed water levels. If the model match to observed water levels does not display an acceptable fit, Matrix will work with Chandler to consider some changes to the model to develop a better working tool. If model modifications are conducted, it could yield a better fit to measured data at the Tumbleweed USF and improve model calibration. If changes to the model are to be considered, Matrix will prepare an additional SOW and Cost Estimate for that effort.

Modeling results will be reviewed and an analysis of "Unreasonable Harm" and "Hydrologic Feasibility Analysis" requirements per the ADWR USF Application Guide dated April 2022 will be conducted. The Unreasonable Harm Analysis will include, but not be limited to assessing impacts to landfills, existing USFs, underground storage tanks, leaking underground storage tanks, mining operations, and superfund sites. Matrix will work closely with ADWR staff as needed to answer any specific questions.

Key components of the modeling effort are:

- Model development and boundary conditions
- Time discretization
- Wells
- Recharge
- Mounding analysis
- Map of one-foot direct impact of water level rise (MAOI)
- Narrative supporting MAOI and mounding analysis

The method of calculating the MAOI will provide a maximum storage scenario because it assumes that the recharged volume immediately reaches the aquifer. The MAOI method will be calculated by subtracting the simulated water level elevation in the Base Model from the simulated water level elevation in the Tumbleweed USF Max-In-Storage Model.

Subtask 1.3 USF Hydrogeologic Report

Matrix will prepare the pertinent Hydrogeologic Study under Section III of the Application Guide. Matrix will need assistance from Chandler for portions of the permit as outlined below. Specifically, Matrix will address the following sections:

- III.A – Executive Summary
- III.B – USF Site and Facility Characteristics
 - Sub-section 1 – USF Characteristics
 - Sub-section 2 – Facility Description
 - Sub-section 3 – Geology
 - Sub-section 4 – Hydrogeology
- III.C – Unreasonable Harm and Hydrologic Feasibility
 - Sub-section 1 – Procedure for Calculating Maximum Area of Impact and Mounding Analysis
 - Sub-section 2 – Land and Water Use Inventory
 - Sub-section 3 – Water Quality (support to Matrix)
 - Sub-section 4 – Unreasonable Harm
 - Sub-section 5 – Hydrologic Feasibility Conclusions
 - Sub-section 6 – Monitoring Plan
 - Sub-section 7 – Operation and Maintenance (support to Matrix)
- III.D – Technical Capability (Chandler)
- III.E – Financial Capability (Chandler)
- III.F – Legal Access (Chandler)

Subtask 1.4 ADWR USF and WS Permit Applications

Matrix will draft the USF and WS Permit Applications for review and signature by Chandler. The USF and WS Permit Applications will be submitted to ADWR in conjunction with the USF Permit Application packet.

Subtask 1.5 Response to ADWR Comments

Matrix anticipates that ADWR may have comments and/or questions and may send requests for additional information during review of the applications. As necessary, Matrix will prepare responses to any ADWR requests with support from Chandler staff. Matrix assumes that any requests ADWR makes for additional information will be for clarification purposes and/or minor modifications to the hydrologic study and aquifer impact modeling. If ADWR's requests require additional time beyond that allotted for in this cost estimate, Matrix will prepare a separate SOW and cost estimate to respond to ADWR's extended comments.

TASK 2.0 ADEQ AQUIFER PROTECTION PERMIT AMENDMENT APPLICATION

Subtask 2.1 ADEQ Pre-Application Meeting

Matrix will prepare a PowerPoint presentation and lead a Pre-Application Meeting with the Arizona Department of Environmental Quality (ADEQ). Materials will include a detailed presentation describing proposed changes to the APP and outlining our approach to analysis of the proposed recharge facility. A meeting will be held with Chandler to review and approve the presentation prior to delivery to ADEQ.

Matrix will prepare a meeting agenda, attend the ADEQ Pre-Application Meeting and will prepare meeting minutes.

Subtask 2.2 Hydrogeological Report for APP Application

Matrix will update the existing hydrogeologic data and analyses necessary to support the APP Application. Work will be performed in accordance with ADEQ's *Individual Aquifer Protection Permit Hydrology Substantive Review Checklist, dated October 2022*. This information will also be used to support the following permit application requirements:

- Groundwater mounding analysis
- Assessment of the potential for causing leaching or movement of known contaminants
- Location of the Discharge Impact Area (DIA)

Groundwater modeling to support the Application for an APP Amendment will be conducted using the model set up under **Subtask 1.2**. The Tumbleweed USF annual rate model will be modified so that the predictive period simulates 40 years of the annual recharge rate of 22,418 ac-ft/yr, with all other model inputs being repeated from the last simulated year in the USF model. Results from the 40-year APP model will be used to run particle tracking from the Tumbleweed USF recharge model cells to delineate the DIA. Also, the model will be used to prepare a mounding analysis to estimate the 40-year rise of water level due to discharge at Tumbleweed USF. Groundwater model simulation methods and results will conform to ADEQ APP Rules and Regulations.

Results of the foregoing analyses will be presented to Chandler for review and comment. Following review, Matrix will make any agreed upon changes.

Subtask 2.3 APP Application

Matrix will prepare the APP Application with supporting documentation, to amend the current APP in accordance with appropriate ADEQ guidance documents. Matrix will work with Chandler and their engineers to provide engineering support as well as closure and post-closure costs in accordance with the current ADEQ *Closure and Post-closure Plan/Strategy and Cost Estimate Checklist*.

However, this proposal is based on submitting the APP Amendment Application without any engineering documentation related to configuration of the reclaimed water conveyance system to the proposed recharge wells. If ADEQ requests some type of engineering documentation in a deficiency letter, Matrix will ask Chandler for assistance in developing a response and preparing documentation. The Owners Allowance may be used for this potential effort if necessary.

A draft of the application and supporting documentation will be submitted to Chandler for review and comment. Following Chandler’s review, Matrix will make any agreed upon changes and submit the APP Amendment Application to ADEQ. There is no fee to submit the application..

Subtask 2.4 Response to ADEQ Comments

Matrix will assist Chandler in responding to questions and comments from ADEQ during their review of the application and drafting of the permit. It is impossible to determine with certainty the number and type of questions that may be asked. Matrix has included hours and costs in the estimate based on recent experience on other similar projects. If additional hours and costs are needed to respond to Agency comments, Matrix will prepare an amendment to the scope and costs.

OWNERS ALLOWANCE

Additional services may be required during the course of the Project due to unforeseen circumstances and/or conditions. The Owner's Allowance provides up to **\$16,500** for additional services for Matrix and maximum review fees up to **\$42,711** for ADWR and **\$28,750** for ADEQ. Prior written authorization from the City of Chandler Project Manager will be required in order to use the Owner's Allowance.

PROJECT COSTS AND SCHEDULE

Matrix proposes to complete the SOW for a *time and materials not-to-exceed* cost of **\$253,407** as presented in **Chart 1** and the attached detailed cost estimate (**Attachment I**). Use of the Owners Allowance and/or performance of additional work beyond the SOW will require client authorization.

Chart 1 Cost Estimate – USF Permit Modification and APP Amendment Application, Tumbleweed Park Recharge Facility, Chandler, AZ

Scope of Work	Matrix Labor	Subcontractor Fees	Total
TASK 1.0 - ADWR USF PERMIT MODIFICATION			
Subtask 1.1 - ADWR Pre-Application Meeting	\$ 9,900.00	\$ -	\$ 9,900.00
Subtask 1.2 - Groundwater Modeling for USF Application	\$ 25,988.00	\$ -	\$ 25,988.00
Subtask 1.3 - USF Hydrogeologic Report	\$ 39,680.00	\$ -	\$ 39,680.00
Subtask 1.4 - ADWR USF and WS Permit Applications	\$ 5,598.00	\$ -	\$ 5,598.00
Subtask 1.5 - Response to ADWR Comments	\$ 15,344.00	\$ -	\$ 15,344.00
TASK 1.0 SUBTOTAL:	\$ 96,510.00	\$ -	\$ 96,510.00
TASK 2.0 - ADEQ AQUIFER PROTECTION PERMIT AMENDMENT APPLICATION			
Subtask 2.1 - ADEQ Pre-Application Meeting	\$ 7,104.00	\$ -	\$ 7,104.00
Subtask 2.2 - Hydrogeologic Report for APP Application	\$ 38,584.00	\$ -	\$ 38,584.00
Subtask 2.3 - APP Application	\$ 10,700.00	\$ -	\$ 10,700.00
Subtask 2.4 - Response to ADEQ Comments	\$ 12,548.00	\$ -	\$ 12,548.00
TASK 2.0 SUBTOTAL:	\$ 68,936.00	\$ -	\$ 68,936.00
SUBTOTAL TASKS 1.0 AND 2.0:	\$ 165,446.00	\$ -	\$ 165,446.00
Owners Allowance:	\$ 16,500.00	\$ -	\$ 16,500.00
Owners Allowance - ADWR Permit Review Fee:	\$ 42,711.00	\$ -	\$ 42,711.00
Owners Allowance - ADEQ Permit Review Fee:	\$ 28,750.00	\$ -	\$ 28,750.00
GRAND TOTAL WITH OWNERS ALLOWANCES:	\$ 253,407.00	\$ -	\$ 253,407.00

A preliminary project schedule is provided in **Attachment II**.

Revised Proposal – USF Permit Modification and
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Tumbleweed Park Recharge Facility, Chandler, AZ
November 10, 2025
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PROJECT AUTHORIZATION

If the proposed SOW is acceptable and Chandler would like to authorize Matrix to proceed, please provide a notice-to-proceed (NTP) and/or purchase order via e-mail using the contact information provided below. If the proposed SOW does not meet your current needs, please contact Matrix to discuss potential revisions.

Matrix appreciates the opportunity to provide the City of Chandler with this proposal. If you have any questions or comments, please feel free to contact Mr. Harry Brenton, RG at 480.322.1474 or hbrenton@mnwe.com.

Sincerely,

Matrix New World Engineering



Harry S. Brenton, RG
Vice President, Hydrogeological Services



Elizabeth E. Mora
Senior Hydrogeologist/Modeling Supervisor

Attachment I Detailed Cost Estimate
Attachment II Preliminary Project Schedule

EXHIBIT "B"
COMPENSATION AND FEES

ATTACHMENT I - REVISED COST ESTIMATE

Tumbleweed Park USF Permit Mod and APP Amendment
Application, Maricopa County, AZ (P25-0850)

TASK 1.0 - ADWR USF PERMIT MODIFICATION				
Subtask 1.1 - ADWR Pre-Application Meeting	Rate	Quantity	Units	Totals
Technical Director III	\$ 315.00	12	hrs	\$ 3,780.00
Project Manager II	\$ 226.00	12	hrs	\$ 2,712.00
Project Manager I / Senior Prof. I	\$ 205.00	8	hrs	\$ 1,640.00
Technical Specialist V	\$ 158.00	4	hrs	\$ 632.00
Staff Prof. III / Tech. Specialist IV	\$ 142.00	8	hrs	\$ 1,136.00
Subtask 1.1 Subtotal				\$ 9,900.00
Subtask 1.2 - Groundwater Modeling for USF Application	Rate	Quantity	Units	Totals
Technical Director III	\$ 315.00	4	hrs	\$ 1,260.00
Project Manager II	\$ 226.00	24	hrs	\$ 5,424.00
Project Manager I / Senior Prof. I	\$ 205.00	80	hrs	\$ 16,400.00
Technical Specialist V	\$ 158.00	4	hrs	\$ 632.00
Staff Prof. III / Tech. Specialist IV	\$ 142.00	16	hrs	\$ 2,272.00
Subtask 1.2 Subtotal				\$ 25,988.00
Subtask 1.3 - USF Hydrogeologic Report	Rate	Quantity	Units	Totals
Technical Director III	\$ 315.00	16	hrs	\$ 5,040.00
Project Manager II	\$ 226.00	40	hrs	\$ 9,040.00
Project Manager I / Senior Prof. I	\$ 205.00	40	hrs	\$ 8,200.00
Project Professional II	\$ 173.00	8	hrs	\$ 1,384.00
Technical Specialist V	\$ 158.00	16	hrs	\$ 2,528.00
Staff Prof. III / Tech. Specialist IV	\$ 142.00	24	hrs	\$ 3,408.00
Staff Professional II	\$ 126.00	80	hrs	\$ 10,080.00
Subtask 1.3 Subtotal				\$ 39,680.00
Subtask 1.4 - ADWR USF and WS Permit Applications	Rate	Quantity	Units	Totals
Technical Director III	\$ 315.00	2	hrs	\$ 630.00
Project Manager II	\$ 226.00	4	hrs	\$ 904.00
Staff Professional II	\$ 126.00	14	hrs	\$ 1,764.00
<i>Reimbursable Travel Expenses (includes 15% markup)</i>				
Permit Application Fee	\$ 2,300.00	1	permit	\$ 2,300.00
Subtask 1.4 Subtotal				\$ 5,598.00
Subtask 1.5 - Response to ADWR Comments	Rate	Quantity	Units	Totals
Technical Director III	\$ 315.00	8	hrs	\$ 2,520.00
Project Manager II	\$ 226.00	16	hrs	\$ 3,616.00
Project Manager I / Senior Prof. I	\$ 205.00	40	hrs	\$ 8,200.00
Staff Professional II	\$ 126.00	8	hrs	\$ 1,008.00
Subtask 1.5 Subtotal				\$ 15,344.00
TASK 1.0 SUBTOTAL:				\$ 96,510.00

ATTACHMENT I - REVISED COST ESTIMATE
 Tumbleweed Park USF Permit Mod and APP Amendment
 Application, Maricopa County, AZ (P25-0850)



TASK 2.0 - ADEQ AQUIFER PROTECTION PERMIT AMENDMENT APPLICATION				
Subtask 2.1 - ADEQ Pre-Application Meeting				
	Rate	Quantity	Units	Totals
Technical Director III	\$ 315.00	8	hrs	\$ 2,520.00
Project Manager II	\$ 226.00	8	hrs	\$ 1,808.00
Project Manager I / Senior Prof. I	\$ 205.00	8	hrs	\$ 1,640.00
Staff Prof. III / Tech. Specialist IV	\$ 142.00	8	hrs	\$ 1,136.00
Subtask 2.1 Subtotal				\$ 7,104.00
Subtask 2.2 - Hydrogeologic Report for APP Application				
	Rate	Quantity	Units	Totals
Technical Director III	\$ 315.00	24	hrs	\$ 7,560.00
Project Manager II	\$ 226.00	24	hrs	\$ 5,424.00
Project Manager I / Senior Prof. I	\$ 205.00	40	hrs	\$ 8,200.00
Project Professional II	\$ 173.00	8	hrs	\$ 1,384.00
Technical Specialist V	\$ 158.00	16	hrs	\$ 2,528.00
Staff Prof. III / Tech. Specialist IV	\$ 142.00	24	hrs	\$ 3,408.00
Staff Professional II	\$ 126.00	80	hrs	\$ 10,080.00
Subtask 2.2 Subtotal				\$ 38,584.00
Subtask 2.3 - APP Application				
	Rate	Quantity	Units	Totals
Technical Director III	\$ 315.00	8	hrs	\$ 2,520.00
Project Manager II	\$ 226.00	8	hrs	\$ 1,808.00
Project Professional II	\$ 173.00	4	hrs	\$ 692.00
Staff Prof. III / Tech. Specialist IV	\$ 142.00	40	hrs	\$ 5,680.00
Subtask 2.3 Subtotal				\$ 10,700.00
Subtask 2.4 - Response to ADEQ Comments				
	Rate	Quantity	Units	Totals
Technical Director III	\$ 315.00	12	hrs	\$ 3,780.00
Project Manager II	\$ 226.00	12	hrs	\$ 2,712.00
Project Manager I / Senior Prof. I	\$ 205.00	24	hrs	\$ 4,920.00
Staff Prof. III / Tech. Specialist IV	\$ 142.00	8	hrs	\$ 1,136.00
Subtask 2.4 Subtotal				\$ 12,548.00
TASK 2.0 SUBTOTAL:				\$ 68,936.00
COST SUMMARY				Subtotals
TASK 1.0 - ADWR USF PERMIT MODIFICATION				
Subtask 1.1 - ADWR Pre-Application Meeting				\$ 9,900.00
Subtask 1.2 - Groundwater Modeling for USF Application				\$ 25,988.00
Subtask 1.3 - USF Hydrogeologic Report				\$ 39,680.00
Subtask 1.4 - ADWR USF and WS Permit Applications				\$ 5,598.00
Subtask 1.5 - Response to ADWR Comments				\$ 15,344.00
TASK 1.0 SUBTOTAL:				\$ 96,510.00
TASK 2.0 - ADEQ AQUIFER PROTECTION PERMIT AMENDMENT APPLICATION				
Subtask 2.1 - ADEQ Pre-Application Meeting				\$ 7,104.00
Subtask 2.2 - Hydrogeologic Report for APP Application				\$ 38,584.00
Subtask 2.3 - APP Application				\$ 10,700.00
Subtask 2.4 - Response to ADEQ Comments				\$ 12,548.00
TASK 2.0 SUBTOTAL:				\$ 68,936.00
SUBTOTAL TASKS 1.0 AND 2.0:				\$ 165,446.00
Owners Allowance:				\$ 16,500.00
Owners Allowance - ADWR Permit Review Fee:				\$ 42,711.00
Owners Allowance - ADEQ Permit Review Fee:				\$ 28,750.00
GRAND TOTAL WITH OWNERS ALLOWANCES:				\$ 253,407.00

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

N/A

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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

N/A

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A