



**PROFESSIONAL SERVICES AGREEMENT
CONSULTANT SERVICES
SEWER ASSESSMENT AND REHABILITATION PROGRAM
PROJECT NO. WW2601.201
Council Date: March 26, 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 Dibble & Associates Consulting Engineers, Inc. dba Dibble, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide consultant services for Sewer Assessment and Rehabilitation Program 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 180 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 \$486,761 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: Kurt Mahoney P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3812 Email: kurt.mahoney@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Dibble & Associates Consulting Engineers, Inc. dba Dibble	
	Mailing Address:	3020 E. Camelback Road, Suite 201 Phoenix, AZ 85016	
	Physical Address:	3020 E. Camelback Road, Suite 201 Phoenix, AZ 85016	
	Statutory Agent Name:	Ezra Page, P.E.	
	Statutory Agent Mailing Address:	3020 E. Camelback Road, Suite 201 Phoenix, AZ 85016	
	Statutory Agent Physical Address:	3020 E. Camelback Road, Suite 201 Phoenix, AZ 85016	
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Ezra Page, P.E.	
	Title:	Vice President and Utilities Business Unit Leader	
	Phone:	602-957-1155	
	Email:	ezra.page@dibblecorp.com	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement.

Any subsequent changes are subject to City's written prior approval.

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

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

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

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

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

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

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must

not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

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

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

that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this

Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. - Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY"
CITY OF CHANDLER

"CONSULTANT"
**DIBBLE & ASSOCIATES CONSULTING ENGINEERS,
INC. DBA DIBBLE**

Mayor

RECOMMENDED BY:

Daniel Haskins February 23, 2026
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney

JMB

ATTEST:

City Clerk

Seal

Ezra Page February 23, 2026
Signature Date

Ezra Page
Print Name

Vice President - Utilities BUL
Title

ezra.page@dibblecorp.com
Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

City of Chandler Collection System Assessment and Rehabilitation Program Project No. WW2601.201

ATTACHMENT A SCOPE OF WORK

PROJECT DESCRIPTION

The City of Chandler (City) Public Works and Utilities Department (Department) maintains approximately 935 miles of gravity sewer infrastructure that collect and convey wastewater to three water reclamation facilities. The Department administers a sewer assessment program to assess the structural and operational condition of the pipelines, structures, and facilities that comprise the sewer collection system. The City has selected Dibble & Associates Consulting Engineers, Inc. (Dibble) to serve as Program Manager for the Collection System Assessment and Rehabilitation Program, which consists of planning, design, and construction phases. This scope of services applies to the planning phase and encompasses the first year (FY25-26) of a potential five-year program.

Dibble understands the City's primary objectives for the program within the first year to be:

- Early identification of rehabilitation needs that may conflict with projects being planned by other City Departments
- Development of a detailed CIP and program roadmap for inclusion in the FY 27/28 budget request
- Justification for CIP funding levels

The Program Management scope of services for the FY25-26 Collection System Assessment and Rehabilitation Program takes these objectives into account and includes:

- Review and consolidation of results from available prior collection system assessment reports
- Determination of the disposition of recommendations from available prior assessment reports
- Consolidation of unaddressed recommendations into project descriptions
- Development of planning-level project scopes, opinions of probable cost, and schedules
- Development of a condition and consequence-based risk model for prioritization of City collection system pipes and manholes
- Internal stakeholder coordination to determine scope and timing of City projects that will potentially impact the scope and timing of collection system assessments and/or repairs
- Identification and prioritization of collection system assets to be assessed

- Coordination with City staff on the collection of CCTV inspection data by City crews or City-managed contractors for up to two (2) miles of sewer pipe
- Coordination with City staff on the collection of CCTV inspection data by City crews or City-managed contractors for up to 500 manholes
- Data management of CCTV inspections performed by City or City-managed inspection contractor crews using Sewer AI Pioneer platform
- NASSCO PACP defect coding through Sewer AI for up to two (2) miles of sewer main
- NASSCO MACP level 2 defect coding through Sewer AI for up to 500 manholes

Dibble's professional services will be completed on a **LUMP SUM** per task basis with allowances for additional services and as depicted in Attachment B - Engineering Fee Proposal. Work is to be completed in **180 calendar days** following receipt of an executed contract and written Notice to Proceed.

PHASE 100 - PROGRAM MANAGEMENT AND ADMINISTRATION

Task 110 Program Management

Dibble will perform Program Management and related administrative and coordination activities, including monitoring and tracking the program schedule and task budgets. Dibble's Program Manager (PM) and/or Deputy Program Manager (DPM) will maintain an on-site presence three (3) days per week, excluding weekends and City holidays, for the duration of the Program at the City's Public Works and Utilities Facility near the intersection of the Loop 202 and McQueen Road. The City will provide facility access, a workstation/office and associated IT equipment for access to relevant City systems to the PM/DPM.

As part of Dibble's coordination activities, Dibble's PM will meet with the City's Public Works and Utilities Director at regular intervals to provide updates on the program's objectives, progress, and outcomes.

Pay applications will be submitted on a monthly basis. Invoices will be broken down to the same level of detail as the attached fee schedule.

Dibble will adhere to the following production schedule and will not modify the schedule without written consent from the City.

<u>Milestone</u>	<u>Duration</u>
Notice to Proceed (NTP)	0
Records Review and Data Collection	NTP + 12 weeks
Gap Analysis	NTP + 18 weeks
Early Project Development	NTP + 22 weeks
Short Term Implementation Plan	NTP + 26 weeks

Dibble will revise and submit an updated schedule for review whenever a milestone is delayed by one week or more. Such adjusted schedule shall include

a written explanation stating the reasons for the schedule change and a plan for getting back on schedule. Dibble will take reasonable actions when necessary to get the project back on schedule.

Task 120 **Meetings**

Within 2 weeks of Notice to Proceed, Dibble will facilitate a Program Kick-Off Meeting with City staff and identified stakeholders to introduce the program team, confirm the program objectives and priorities, establish points of contact and lines of communication, identify reporting mechanisms and protocols, review the preliminary program schedule, milestones and general work plan, and communicate program expectations.

Dibble will facilitate monthly executive review meetings with senior members of the program team. The purpose of the meetings will be to review actual and forecasted spending versus budget and progress against program milestones, discuss issues related to scope and fee, review and confirm decisions, risks, and associated mitigation measures, and conduct a high-level review of the program objectives.

Assumptions:

- Executive meetings will be 1 hour long and will have a remote attendance option
- There will be 6 total meetings; the kickoff followed by 5 executive meetings

Deliverables:

- Meeting agenda
- Meeting notes

Task 130 **Progress Reporting**

Dibble will prepare monthly progress reports throughout the course of the program. These reports will summarize the work that has been completed during the preceding month, outline any key decisions made, itemize any deliverables, and track critical open action items. These reports will be attached to the monthly invoice.

Deliverables:

- Monthly progress report
- Decision log

PHASE 200 - BACKGROUND DATA COLLECTION AND RESEARCH

Task 210 Records Review and Data Collection

At the onset of the program, Dibble will coordinate with the City to locate available existing sanitary sewer assessment videos, assessment reports, record drawings, and other rehabilitation records deemed pertinent to the program. Dibble will review the assessment reports and document the dates, findings, and any assets that were unable to be assessed. Dibble will also review existing CCTV videos and catalogue them against their associated assets. Dibble will then review the catalogued list of CCTV videos against the documented assessments and identify any discrepancies. Finally, Dibble will review project records to determine which findings from previous assessments have been addressed and which ones haven't.

In certain cases, it may be beneficial to utilize Sewer AI to evaluate existing CCTV videos. These decisions will be made collaboratively with the City and an Allowance has been proposed (Task 910) accordingly.

Dibble will coordinate with appropriate City staff and attempt to bring the City's wastewater asset records current with regard to assessment and project data.

Assumptions:

- Dibble and the City acknowledge that prior assessments and CCTV videos may be out of date for the purpose of developing project recommendations. Dibble will work with the City to establish guidelines around the use of past assessment data.

Task 220 Develop Pipe and Manhole Databases and Mapping

Dibble will coordinate with GIS and Collections staff to understand the existing GIS schema and determine the need for additional data fields. Dibble will coordinate with the City to locate and download available GIS geodatabase geospatial information to supplement the collection system data, including City utility information, City CIP projects, Development Services projects, City right-of-way information, City moratorium information, pavement cut restrictions, and other geodatabases from organizations such as Maricopa County (Assessor, Flood Control District, MCDOT), ADOT, and other significant stakeholders within the City of Chandler limits. Dibble will also coordinate with City staff to gather information on planned City projects that is kept outside of GIS. Dibble will then consolidate this information into a program Web Application for project planning and coordination. Dibble will also consolidate program data into a program geodatabase.

Dibble will produce various GIS maps showing the data gathered in Task 210 overlaid with the supplementary data gathered in this task to assist in development of program recommendations.

Assumptions:

- After applicable historical information has been updated within the GIS database, Dibble will utilize the GIS database as the program's "source of truth" for asset data.
- Dibble will limit supplemental geodatabase information to that which is free and publicly available
- Coordination with other City Departments has been on-going and the information regarding their projects is readily available, eliminating the need for formal data-gathering workshops

Deliverables:

- GIS maps
- Geodatabase(s) compatible with ArcPro Version 3.5.

PHASE 300 – SHORT TERM PLANNING

The focus of Phase 300 will be on developing early program recommendations based on existing assessment data. Gaps in the data will be addressed with the intention of immediately incorporating the new data into recommendations to complete a 5-year CIP.

Task 310 Gap Analysis

Dibble will review the available existing assessment and project data to identify areas where assessment data is non-existent or expired. Dibble will coordinate with the City and/or the City's CCTV inspection contractors to gather new or updated NASSCO condition information for identified assets that fall within the scope of other Departments' projects. The resulting data will be incorporated into the program geodatabase.

Assumptions:

- Approved condition assessments will be captured under the CCTV Investigations Allowance (Task 910)

Deliverables:

- Asset inspection lists for identified gaps
- Tech memo describing approach and findings of the Gap Analysis

Task 320 Early Project Development

Dibble will review data collected in Phase 200 and Task 310 to develop project recommendations. Dibble will prepare project descriptions identifying the location, included assets, known constraints, and other relevant details. Dibble will prepare an Engineer's Opinion of Probable Construction Cost (EOPCC) for each project recommendation.

Assumptions:

- Each project descriptions will be a 1-2 page document describing the scope, anticipated schedule, known constraints, and high-level cost opinion
- EOPCCs are intended for budget planning and will utilize information that Dibble has collected on similar completed projects within the last 1-5 years
- Dibble will supplement EOPCCs with support from Hazen on an as-needed basis. Hazen's costs will be approved and tracked against Task 930.

Deliverables:

- Project Descriptions
- Engineer's Opinion of Probable Construction Cost for each project

Task 330 **Short Term Implementation Plan**

Dibble will develop a short-term implementation plan for the recommendations that come out of Task 320. The focus of the short-term plan will be on coordinating the timing and execution of program projects with other City projects to reduce pavement cuts and/or impacts to the traveling public. This plan will incorporate project descriptions from Task 320 and identify project execution strategies and milestones based on anticipated project phases, durations, and City deadlines and procedures.

Assumptions:

- Placement of recommendations within the plan will primarily consider the timing of other City Departments' projects

Deliverables:

- Short Term Implementation Plan

PHASE 900 – REIMBURSABLE EXPENSES AND ALLOWANCES

Task 910 **CCTV Investigations**

Dibble will coordinate assessment of assets identified in Task 310 with City staff. Dibble will provide asset lists to the City or the City's inspection contractors and maintain records of any issues that arise. Once the inspections are completed, Dibble will perform a preliminary QA/QC of the videos and then release them to SewerAI's AutoCode service for initial defect coding. Dibble will confirm each grade 4 and 5 defect identified by AutoCode and will spot check up to 10% of grade 1 to 3 defects. By extension, this will also serve as confirmation of the SewerAI-generated NASSCO Quick Rating.

SewerAI costs are incorporated into this Allowance and include standard pay-as-you-go per manhole and per linear foot pipeline costs as well as one (1) administrator license and one (1) editor license.

Assumptions:

- No more than 500 manholes will be assessed
- No more than 2 miles of pipe will be assessed
- CCTV inspection will be conducted by the City or City-managed inspection contractors. This includes all necessary cleaning, associated debris removal, traffic control, and any other supporting activity necessary to complete the inspection
- CCTV videos will be uploaded to SewerAI's Pioneer platform by the inspection contractors
- Manhole and pipeline assessments will be NASSCO compliant
- Manhole assessments will be performed to the Level 2 standard
- Investigation findings will be documented in tabular format and added to the program database and GIS. Reports of findings will be limited to the Sewer AI output for individual assets.
- SewerAI pay-as-you-go costs per MH are \$40 for video storage, 3D modeling, and MACP Level 2 condition assessment
- SewerAI pay-as-you-go costs per linear foot are \$0.25 for video storage and PACP condition assessment
- SewerAI annual licensing costs are \$12,000 for an administrator license and \$6,000 for an editor license.
- Assets to be investigated will be documented in a letter proposal, complete with scope and anticipated cost, for City approval prior to initiation.
- All SewerAI costs are current as of the time this proposal was prepared. Dibble cannot guarantee the costs will remain the same for the duration of the program.

Deliverables:

- PACP inspection reports
- Level 2 MACP inspection reports

Task 920 Reimbursable Expenses

Costs associated with the reproduction, printing and plotting of project documents will be billed for reimbursement. Receipts for reimbursable expenses will be included with the monthly invoice.

Task 930 Owner's Allowance

Due to the nature of this program, additional services may be required due to unforeseen circumstances or conditions. This Allowance is intended for additional services that are found by Dibble or the City to be required for advancement of the program. All tasks completed under this allowance shall be authorized in

advance, in writing, by the City's Project Manager. This includes any work that requires the services of Dibble subconsultants.

Assumptions:

- Hazen will be utilized for cost estimating support
- Tierra ROW will be utilized for property and ROW research
- MakPro will be utilized for Public Information services

EXCLUSIONS:

1. **Manhole Locating**: Field locating and marking of manholes for assessment of manholes and/or sewer mains
2. **Manhole Entry**: Manned-entry of manholes is not included in this scope of work
3. **Traffic Control**: Traffic Control support, including development and submittal of traffic control plans, traffic control setup and teardown, and off-duty police officers are not included in this scope of work.
4. **Construction Support Services**: Support services including raising manholes to grade, locating and uncovering buried manholes, and frame, cover, and/or collar replacements are not included in this scope of work.
5. **Facility Assessments**: Assessment of lift stations and force mains is excluded from this scope of work.
6. **Detailed Design Services**: Detailed engineering design services are not included in this scope of work.
7. **Construction Phase Services**: Engineering services during construction are not included in this scope of work. This includes urgent or emergency repairs on pipe and manholes.
8. **By-Pass Plans**: Detailed bypass plans related to future projects resulting from the assessment results are not included in this scope of work. EOPCC's will consider bypass requirements at a conceptual level.
9. **Field Investigations and Engineering Design for Sanitary Sewer and Storm Drain Intersect Locations**: Field investigations and engineering design work to resolve areas where sanitary sewers span through storm drains is excluded from this scope of work.
10. **Attendance at City Council and Community Involvement Meetings**: It is assumed that no public involvement community meetings will be required for this project. It is also assumed that attendance at City Council meetings will not be required for this project.

- 11. Video Conversions:** Conversion of existing CCTV video from legacy formats (i.e. VHS tapes, CDs, Blu-ray Discs, etc.) to digital is excluded from this scope of work.

END OF SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION AND FEES

ATTACHMENT B
ENGINEERING FEE PROPOSAL
(PROFESSIONAL SERVICES)



City of Chandler
City Project No. WW2601.201
Sewer Assessment and Rehabilitation Program



2/6/2026

Staff Classification	Labor Hours	Rate	Cost
<u>PROFESSIONAL SERVICES</u>			
Principal Engineer (Ezra Page)	20	\$275.00	\$5,500.00
Program Manager (Eric French)	281	\$255.00	\$71,655.00
Deputy Program Manager (Jesse Udall)	468	\$230.00	\$107,640.00
Project Engineer (Jacob Rex/Joseph Sundbloom)	366	\$190.00	\$69,540.00
Engineering Technician (Rick Fradenburge/Ashley Prine)	338	\$180.00	\$60,840.00
GIS Analyst (Clint Bienvenue/Jackson Smith)	198	\$147.00	\$29,106.00
Technical Writer (Crystal Faucett)	16	\$135.00	\$2,160.00
Project Coordinator (Akshiti Modi)	32	\$135.00	\$4,320.00
Assessment Services Labor (Lump Sum) =	1719		\$350,761.00
<u>Allowances & Subconsultants</u>			
910 - CCTV Investigation		\$85,000.00	\$85,000.00
920 - Reimbursible Expenses		\$1,000.00	\$1,000.00
930 - Owner's Allowance		\$50,000.00	\$50,000.00
Subtotal Allowance (Not to Exceed) =			\$136,000.00
Total Proposal for Assessment Services (Not to Exceed) =			\$486,761.00

Note: The billing rates shown above are Dibble's 2026 standard billing rates



ATTACHMENT B
ENGINEERING FEE PROPOSAL
(PROFESSIONAL SERVICES)



City of Chandler
City Project No. WW2601.201
Sewer Assessment and Rehabilitation Program
2/6/2026

	\$275.00 Ezra Page	\$255.00 Eric French	\$230.00 Jesse Udall	\$190.00 Joseph Sundbloom/ Jacob Rex	\$180.00 Rick Fradenburg/ Ashley Prime	\$147.00 Clint Bienvenue/ Jackson Smith	\$135.00 Crystal Faucett	\$135.00 Akshiti Modi	
TASK	Principal Engineer	Program Manager	Dep. Pgm Manager	Project Engineer	Engineering Technician	GIS Analyst	Technical Writer	Project Coordinator	TOTAL LABOR HOURS
PROFESSIONAL SERVICES									
PHASE 100 - PROGRAM MANAGEMENT AND ADMINISTRATION									
Task 110 - Program Management *	12	281	468	0	0	0	0	0	761
Task 120 - Meetings	6	0	0	2	2	30	0	0	40
Task 130 - Progress Reporting	0	0	0	0	16	0	0	8	24
Sub-Total =	18	281	468	2	18	30	0	8	825
PHASE 200 - BACKGROUND AND ASSESSMENT PLANNING									
Task 210 - Records Review & Data Collection	0	0	0	80	40	20	0	0	140
Task 220 - Develop Pipe and Manhole Databases and Mapping	0	0	0	0	0	100	0	12	112
Sub-Total =	0	0	0	80	40	120	0	12	252
PHASE 300 - SHORT TERM PLANNING									
Task 310 - Gap Analysis	0	0	0	84	240	24	0	12	360
Task 320 - Early Project Development	0	0	0	120	0	0	0	0	120
Task 330 - Short Term Implementation Plan	2	0	0	80	40	24	16	0	162
Sub-Total =	2	0	0	284	280	48	16	12	642
PROFESSIONAL SERVICES TOTAL =	20	281	468	366	338	198	16	32	1719

* Given the in-person presence of the Program and Deputy Program Managers, all proposed effort is shown under the Program Management Task. Both individuals will be involved in all other program tasks.



ATTACHMENT B
ENGINEERING FEE PROPOSAL
(PROFESSIONAL SERVICES)



City of Chandler
City Project No. WW2601.201
Sewer Assessment and Rehabilitation Program
2/6/2026

TASK	\$275.00 Ezra Page Principal Engineer	\$255.00 Eric French Program Manager	\$230.00 Jesse Udall Dep. Pgm Manager	\$190.00 Joseph Sundbloom/ Jacob Rex Project Engineer	\$180.00 Rick Fradenburg/ Ashley Prine Engineering Technician	\$147.00 Clint Bienvenue/ Jackson Smith GIS Analyst	\$135.00 Crystal Faucett Technical Writer	\$135.00 Akshiti Modi Project Coordinator	TOTAL LABOR HOURS
PROFESSIONAL SERVICES									
PHASE 100 - PROGRAM MANAGEMENT AND ADMINISTRATION									
Task 110 - Program Management	\$3,300.00	\$71,655.00	\$107,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 182,595.00
Task 120 - Meetings	\$1,650.00	\$0.00	\$0.00	\$380.00	\$360.00	\$4,410.00	\$0.00	\$0.00	\$ 6,800.00
Task 130 - Progress Reporting	\$0.00	\$0.00	\$0.00	\$0.00	\$2,880.00	\$0.00	\$0.00	\$1,080.00	\$ 3,960.00
Sub-Total =	\$4,950.00	\$71,655.00	\$107,640.00	\$380.00	\$3,240.00	\$4,410.00	\$0.00	\$1,080.00	\$193,355.00
PHASE 200 - BACKGROUND AND ASSESSMENT PLANNING									
Task 210 - Records Review & Data Collection	\$0.00	\$0.00	\$0.00	\$15,200.00	\$7,200.00	\$2,940.00	\$0.00	\$0.00	\$ 25,340.00
Task 220 - Develop Pipe and Manhole Databases and Mapping	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,700.00	\$0.00	\$1,620.00	\$ 16,320.00
Sub-Total =	\$0.00	\$0.00	\$0.00	\$15,200.00	\$7,200.00	\$17,640.00	\$0.00	\$1,620.00	\$41,660.00
PHASE 300 - SHORT TERM PLANNING									
Task 310 - Gap Analysis	\$0.00	\$0.00	\$0.00	\$15,960.00	\$43,200.00	\$3,528.00	\$0.00	\$1,620.00	\$ 64,308.00
Task 320 - Early Project Development	\$0.00	\$0.00	\$0.00	\$22,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 22,800.00
Task 330 - Short Term Implementation Plan	\$550.00	\$0.00	\$0.00	\$15,200.00	\$7,200.00	\$3,528.00	\$2,160.00	\$0.00	\$ 28,638.00
Sub-Total =	\$550.00	\$0.00	\$0.00	\$53,960.00	\$50,400.00	\$7,056.00	\$2,160.00	\$1,620.00	\$115,746.00
PROFESSIONAL SERVICES TOTAL =	\$5,500.00	\$71,655.00	\$107,640.00	\$69,540.00	\$60,840.00	\$29,106.00	\$2,160.00	\$4,320.00	\$350,761.00

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

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

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

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

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

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

Access to Secured Facilities.

1. Contract Worker Access Controls, Badge and Key Access Requirements. A Contract Worker from Consultant's firm must not be allowed to begin work in any City facility without: (A) The prior completion and City's acceptance of the required background screening; and (8) when required, the Contract Worker's receipt of a City issued badge. A badge will be issued to a Contract Worker solely for access to City facility(s) to which the Contract Worker is assigned. Each Contract Worker who enters a City facility must use the badge issued to the Contract Worker.
2. Badges. After receipt of the badge application, the Contract Worker will proceed to the Badging Office for processing of the badge application and issuance of the badge. City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker must comply with all requirements and furnish all requested information as requested by the Badging Office.

Any and all fees associated with security badging will be assessed in compliance with Chandler City Code §4-22.

3. Key Access Procedures. If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by Consultant for each key issued.
4. Stolen or Lost Badges or Keys. Consultant must report lost or stolen badges or keys to City immediately. A new badge application or key issue form must be completed and submitted along with payment of the applicable fees prior to issuance of a new badge or key.
5. Return of Badges or Keys. All badges and keys are the property of City and must be returned to City at the Badging Office within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Consultant must collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.
6. Consultant's default under this Section must include, but is not limited to the following: (1) Contract Worker gains access to a City facility(s) without the proper badge or key; (2) Contract Worker uses a badge or key of another to gain access to a City facility; (3) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (4) Contract Worker or Consultant submits false information or negligently submits wrong information to City to obtain a badge, key or applicable Background Screening; or (5) Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Consultant acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by City. The parties agree that Consultant's failure to properly cure any default under this Section must constitute a breach of this Section. In addition to any other remedy available to City at law or in equity, Consultant must be liable for and must pay to City the sum of one thousand dollars (\$1,000.00) for each breach by Consultant of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City at the time and making of this Agreement in the event that Consultant breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City's actual damages in the event that Consultant breaches this Section. The parties further agree that three (3) breaches by Consultant of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Consultant of this Section arising out of the same default within a period of twelve (12) consecutive months will constitute a material breach of this Agreement by Consultant and City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

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