Chandler · Arizona Where Values Make The Difference	**PURCHASING ITEM FOR COUNCIL AGENDA Memo No. CA08-020**	**1. Agenda Item Number:** 19 **2. Council Meeting Date:** August 23, 2007

TO: MAYOR & COUNCIL	**3. Date Prepared:** August 7, 2007
THROUGH: CITY MANAGER	**4. Requesting Department:** Municipal Utilities

5. SUBJECT: Award an annual contract to Morrison-Maierle, Inc. for pipeline design services, Project No. EN0711-101, in an amount not to exceed $1,000,000 for the first year with the option of four one-year extensions.

6. RECOMMENDATION: Staff recommends that Council award an annual contract to Morrison-Maierle, Inc. for pipeline design services, Project No. EN0711-101, in an amount not to exceed $1,000,000 for the first year with the option of four one-year extensions.

7. BACKGROUND/DISCUSSION: Rapid growth of the water and wastewater systems has left some areas a patchwork of old and new piping infrastructure. Municipal Utilities has need for water and wastewater pipeline design services for miscellaneous pipe replacement projects not related to larger street projects. This design contract will be utilized on a limited basis for design work to replace aging or inadequate piping as necessary.

8. EVALUATION PROCESS: The consultant selection process was conducted in accordance with established City policies and procedures. On May 24, 2007, staff received statements of qualifications from seventeen firms to provide pipeline design services. The selection committee reviewed the qualifications and selected two firms for recommendation of contract award. The selection committee consisted of the following members:

John Knudson, Senior Engineer, Municipal Utilities
Tim Krawczyk, Engineer Assistant, Contract Administration
Wendy Chambers, Utility Systems Manager, Municipal Utilities
Ray DuBois, Water Distribution Superintendent, Municipal Utilities
Greg Fischer, Resident

Staff recommends contract awards to Dibble Engineering and Morrison-Maierle, Inc.

9. FINANCIAL IMPLICATIONS:

Cost:	$1,000,000
Savings:	N/A
Long Term Costs:	N/A

Fund Source: The owner/user department shall provide funding for each individual project requiring design services.

10. PROPOSED MOTION: Move that Council award an annual contract to Morrison-Maierle, Inc. for pipeline design services, Project No. EN0711-101, in an amount not to exceed $1,000,000 for the first year with the option of four one-year extensions, and authorize the Mayor to sign the contract documents.

ATTACHMENTS: None

APPROVALS

11. Requesting Department Robert Mulvey, Assistant Municipal Utilities Director	**13. Department Head** Dave Siegel, Municipal Utilities Director
12. City Engineer Sheina Hughes, Acting Assistant Public Works Director/City Engineer	**14. City Manager** W. Mark Pentz

ANNUAL CONTRACT FOR ENGINEERING SERVICES

PROJECT NO: **EN0711-101**
PROJECT NAME: **Annual Pipeline Design Services**

This AGREEMENT is made this day of , 2007, by and between the City of Chandler, a municipal corporation (hereinafter referred to as "CITY"), and **Morrison-Maierle, Inc.,** an Arizona Corporation (hereinafter referred to as "ENGINEER").

WHEREAS, the Mayor and City Council of the City of Chandler are authorized and empowered by provisions of the City Charter to execute contracts for professional services; and

WHEREAS, ENGINEER represents that ENGINEER has the expertise and is qualified to perform the services described in this Agreement.

NOW THEREFORE, CITY and ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 DESCRIPTION OF WORK

1.1 This is an indefinite quantity and indefinite delivery Annual Contract to provide professional services including pipeline design services related to potable water mains, reclaimed water mains, and sewer mains and collection system piping, to the City of Chandler. For any project determined by CITY to be appropriate for this Annual Contract, CITY will issue a delivery order to ENGINEER, at which time the parties will execute a Project Agreement specifying the cost and completion schedule for that project. **Although CITY anticipates that ENGINEER will be issued a substantial amount of work, the total cost of work issued to the ENGINEER by the City of Chandler in any one-year contract term will not exceed One Million Dollars ($1,000,000). ENGINEER is not guaranteed any minimum amount of work nor any jobs at all. ENGINEER is aware that there is more than one Engineer who has been awarded an Annual Contract for this type of work. CITY reserves the right and will issue delivery orders based on ability of the contractor to meet CITY's work schedule and the availability of trades and expertise in relation to each project.**

1.2 Each task shall be reviewed and approved by CITY to determine acceptable completion. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of each Project Agreement, shall be and remain the property of CITY and shall be delivered to CITY before payment is made to ENGINEER.

1.3 The ENGINEER shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract amendment and signed by the Contract Administrator.

2 CITY REPRESENTATIVE

To provide the professional services required by this Agreement, ENGINEER shall act under the authority and approval of City Engineer or designee. For each Project a City Representative will be appointed who shall oversee the Project Agreement, assist the ENGINEER with any necessary information, audit billings, and approve payments. The ENGINEER shall channel reports and special requests through the City Representative.

3 ENGINEER'S KEY PERSONNEL

CITY reserves the right to review and approve ENGINEER'S staff to be assigned to any project by ENGINEER during the term of this Agreement.

4 FEE SCHEDULE

4.1 CITY shall pay ENGINEER for each Project an amount not to exceed that specified in each Project Agreement based on the rates shown on the Fee Schedule attached hereto as Exhibit A and incorporated herein by reference.

4.2 The cumulative total amount of fees paid to ENGINEER for all Project Agreements under this Contract shall not exceed the sum of **One Million** Dollars (**$1,000,000**).

4.3 An Application and Certification for Payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting hours being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included in the monthly progress payment requests

5 CONTRACT TERM AND DELIVERY

5.1 The term of this Agreement is one year commencing on the date the agreement is executed by the last party to sign, with CITY reserving the option to extend the agreement for four additional terms of one year each.

5.2 Within ten (10) days of the date CITY issues a delivery order or Project Agreement, ENGINEER shall submit to CITY a schedule indicating the times for starting and completing the various stages of the work, including any Milestones specified in the Project Agreement and as more fully described therein. The schedule shall be satisfactory in form and substance to CITY. Upon acceptance of these schedules by CITY, they shall be incorporated into the Project Agreement.

5.3 Time is of the essence. All of the time limits for Milestones, if any, and completion and readiness for final payment as stated in the Project Agreement, are of the essence of both the Project Agreement and this Annual Contract.

5.4 Failure of ENGINEER to perform any covenant or condition contained herein and in the Project Agreement within the time periods specified therein, shall constitute a material breach of both the Project Agreement and this Annual Contract, entitling CITY to terminate either or both the Project Agreement and this Annual Contract, unless ENGINEER applies for and receives an extension of time in accordance with the procedures set forth herein.

6 TAXES

6.1 **ENGINEER** shall pay all sales, consumer, use, and other similar taxes required to be paid by ENGINEER in accordance with state and local laws.

6.2 **ENGINEER** shall be required to obtain a current City of Chandler privilege tax license before the first Project Agreement is issued.

7 PATENT FEES AND ROYALTIES

ENGINEER shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. ENGINEER shall defend, indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

8. STANDARDS OF PERFORMANCE:

A. This design contract has been awarded to ENGINEER based on their proposal that those personnel and consultants listed in Exhibit A attached hereto will perform the portions of the work listed on said Exhibit A. ENGINEER shall not deviate nor substitute any of these team members without prior written approval by CITY.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. ENGINEER shall correct any such deficiencies without additional compensation or cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

C. ENGINEER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. ENGINEER shall insure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by ENGINEER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

D. Correction of Mistakes: ENGINEER shall be responsible for the completeness and accuracy of the work prepared or compiled under ENGINEER's obligation for this project and shall correct, at ENGINEER's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications shall be accomplished by ENGINEER. The cost of the design necessary to correct those errors attributable to ENGINEER and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to ENGINEER and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved ENGINEER's work shall in no way relieve ENGINEER of any of its responsibilities.

9 INDEMNIFICATION

A. For Professional Liability:

To the fullest extent permitted by law, ENGINEER shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature related to, arising out of, or alleged to have resulted from the errors, mistakes or omissions relating to professional services by ENGINEER, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose errors, mistakes or omissions ENGINEER may be legally liable. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC (other than ENGINEER, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

For all Other Liabilities, Hazards and Exposures:

To the fullest extent permitted by law, ENGINEER shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from the actions of ENGINEER and alleged to have been caused in whole or in part by any act or omission of ENGINEER, anyone directly or indirectly employed by them or anyone for whose acts ENGINEER may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of ENGINEER, its agents, employees or representatives to fulfill ENGINEER's obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than ENGINEER, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

B. Consequential Damages:

The parties intend that damages and/or costs and all other terms implying an amount tied to liability shall include consequential damages and loss of productivity limited to the total value of this contract in dollars as payable by the City of Chandler or twice the amount of aggregate insurance required by this Contract, whichever is greater.

C. Insurance does not limit liability:

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

10 INSURANCE REQUIREMENTS

10.1 General Requirements

10.1.1 ENGINEER, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

10.1.2 Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.

10.1.3 All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.

10.1.4 If any of the insurance policies are not renewed prior to expiration, payments to the ENGINEER may be withheld until these requirements have been met, or at the option of the CITY, the CITY may pay the Renewal Premium and withhold such payments from any monies due the ENGINEER.

10.1.5 All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

10.1.6 ENGINEER's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

10.1.7 The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of ENGINEER's acts, errors, mistakes, omissions, work or service.

10.1.8 The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of ENGINEER. ENGINEER shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require ENGINEER to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of $25,000 will only be accepted with the permission of the Management Services Director/designee.

10.1.9 All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.

10.1.10 Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the ENGINEER with reasonable promptness in accordance with the ENGINEER's information and belief.

10.1.11 In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the ENGINEER until such time as the ENGINEER shall furnish such additional security covering such claims as may be determined by the CITY.

10.2 **Proof of Insurance – Certificates of Insurance**

10.2.1 Prior to commencing work or services under this Agreement, ENGINEER shall furnish to CITY Certificates of Insurance, issued by ENGINEER's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.

10.2.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.

10.2.3 All Certificates of Insurance shall identify the policies in effect on behalf of ENGINEER, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.

10.2.4 CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise ENGINEER of any deficiencies in such policies and endorsements, and such receipt shall not relieve ENGINEER from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of ENGINEER's obligations under this Agreement.

10.3 Required Coverage

Such insurance shall protect ENGINEER from claims set forth below which may arise out of or result from the operations of ENGINEER under this Contract and for which ENGINEER may be legally liable, whether such operations be by the ENGINEER or by a Sub-ENGINEER or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

10.3.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

10.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the ENGINEER's employees;

10.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the ENGINEER's employees;

10.3.4 Claims for damages insured by usual personal injury liability coverage;

10.3.5 Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

10.3.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.

10.3.7 Claims for bodily injury or property damage arising out of completed operations;

10.3.8 Claims involving contractual liability insurance applicable to the ENGINEER's obligations under the Indemnification Agreement;

10.3.9 Claims for injury or damages in connection with one's professional services;

10.3.10 Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

10.4 Commercial General Liability - Minimum Coverage Limits:

The Commercial General Liability insurance required herein shall be written for not less than $1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of $1,000,000 per occurrence (or 10% per occurrence) and an aggregate of $2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc.'s (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for ENGINEER's operations and products, and completed operations.

10.5 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than $1,000,000 or 10% of the contract cost and with a $2,000,000 aggregate.

10.6 Automobile Liability

ENGINEER shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the ENGINEER's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of $5,000,000 per accident for bodily injury and property damage.

10.7 Worker's Compensation and Employer's Liability

ENGINEER shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over ENGINEER's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease coverage for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, ENGINEER will require the SubConsultant to provide Workers' Compensation and Employer's Liability to at least the same extent as required of ENGINEER.

10.8 Professional Liability

ENGINEER shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by ENGINEER, or any person employed by ENGINEER, with a claims made policy limit of not less than $1,000,000.

11 TERMINATION WITHOUT CAUSE

CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with fifteen- (15) days written notice. In the event of such termination, ENGINEER shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subconsultants to cease such work. As compensation in full for services performed to the date of such termination, the ENGINEER shall receive a fee in accordance with the Fee Schedule attached as Exhibit A.

12 TERMINATION WITH CAUSE

"This Agreement may be terminated by CITY for cause should the ENGINEER fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

(a) ENGINEER abandons Work;

(b) ENGINEER assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY;
(c) ENGINEER is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
(d) ENGINEER fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
(e) ENGINEER fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
(f) ENGINEER fails to achieve the required dates for performance required pursuant to the Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement."

13 DISPUTE RESOLUTION

All claims, disputes and other matters in question between CITY and ENGINEER arising out of, or relating to this Agreement or any of the Project Agreement, or the breach thereof shall be decided by binding, unappealable arbitration, if the claim for compensation, costs on expenses or damages is equal or less than Fifty Thousand dollars ($50,000).

Nothing herein contained shall be so construed as to preclude the ENGINEER from commencing a legal action in relation to claims in excess of Fifty Thousand dollars ($50,000), but the ENGINEER'S sole legal remedy in relation to claims of Fifty Thousand dollars ($50,000) or less shall be binding, unappealable arbitration as prescribed.

14 ARBITRATION OF CLAIMS AND DISPUTES

All arbitration of claims shall be conducted in Chandler, Arizona, in accordance with the Uniform Rules of Procedure for Arbitration adopted by the Arizona Supreme Court (Uniform Rules), except for any rules therein allowing or concerning appeal. Where necessary to allow arbitration to proceed, CITY and ENGINEER shall execute an Agreement of Reference consistent with the provisions of this Agreement.

15 MISCELLANEOUS

15.1 No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto, without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Annual Contract or any Project Agreement.

15.2 The failure of any party to enforce against another party any provision of this agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this agreement.

16 Ownership of Documents

All documents, including, but not limited to, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, the CITY. ENGINEER shall furnish the CITY, upon its request, originals or reproducible of technical specifications and copies of all other documents listed above. ENGINEER shall endorse, by his professional seal, all plans and Consulting data furnished by him.

17 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 ENGINEER to be suitable

for re-use for any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER.

18 No-Kick-Back Certification

18.1 ENGINEER warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the CONSULTING firm.

18.2 For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 Conflict of Interest

19.1 ENGINEER stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.

19.2 Pursuant to A.R.S. Section 38-511, the City may cancel this contract within three (3) years after its execution, without penalty or further obligation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City of Chandler is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

20 Controlling Law

The law of the state of Arizona shall govern this Contract.

21 Notices

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22 Cooperative Purchasing

This agreement allows other governmental agencies and political subdivisions of the State to purchase goods and services under the terms and conditions of this Contract. ENGINEER shall extend the same goods and services for the same prices and on the same terms and conditions to such other entities.

IN WITNESS WHEREOF, the parties have hereto have executed this contract on:

CITY OF CHANDLER:

MAYOR Date

ADDRESS FOR NOTICE:
City of Chandler:
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

APPROVE AS TO FORM:

City Attorney by:

ATTEST:

City Clerk SEAL

ENGINEER:

By: David Mosser
Signature

Print Name: DAVID MOSSER
Title: VICE PRESIDENT
ADDRESS FOR NOTICE:
Mr. David Mosser
Morrison-Maierle, Inc.
80 E. Rio Salado Pkwy., Ste. 201
Tempe, AZ 85281
Phone: 480-517-5800 480-517-5801 fax

ATTEST: If Corporation

Secretary

EXHIBIT A
FEE SCHEDULE

PROFESSIONAL SERVICES	***STANDARD RATE***
PRINCIPAL:	$200.00
ENGINEERING:	
Supervising Engineer III	$185.00
Supervising Engineer II	$155.00
Supervising Engineer I	$135.00
Engineer	$120.00
Staff Engineer II	$105.00
Staff Engineer I	$90.00
Engineer Intern	$60.00
PLANNING:	
Supervising Land Planner	$155.00
Project Planner	$125.00
Planner II	$105.00
Planner I	$85.00
TECHNICIANS:	
Senior Engineering Technician	$100.00
Engineering Technician	$80.00
Resident Project Representative	$90.00
SURVEYING:	
Survey Principal	$165.00
Survey Manager	$140.00
Land Surveyor (RLS)	$120.00
Survey Technician	$95.00
2-Person Survey Crew	$150.00
1-Person Survey Crew-RTK/GPS	$150.00
3-Person Survey Crew	$180.00
2-Person Survey Crew-RTK/GPS	$180.00
ADMINISTRATIVE:	
Project Coordinator	$65.00
Administrative	$55.00
REIMBURSABLE EXPENSES	
Transportation (Automobile)	$ 0.65/mile
Other Reimbursable Costs	Cost X 1.15