



PROFESSIONAL SERVICES AGREEMENT

Design Services

FRYE ROAD PROTECTED BIKE LANES – FRYE ROAD ½ MILE WEST OF ARIZONA AVENUE TO PASEO TRAIL CONSOLIDATED CANAL)

Project No. ST2106.201

Council Date: December 9, 2021 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2021 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **T.Y. Lin International**, a California corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Design Services for **FRYE ROAD PROTECTED BIKE LANES – FRYE ROAD ½ MILE WEST OF ARIZONA AVENUE TO PASEO TRAIL CONSOLIDATED CANAL)** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract 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 **500** 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 **\$666,217.66** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

As part of Consultant's services under this Agreement, City will provide furnished items, services, or obligations as detailed in **Exhibit "D"**.

SECTION V--GENERAL CONDITIONS

5.1 Notices. Unless otherwise provided herein, demands under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

To City:	City of Chandler Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: andrew.goh@chandleraz.gov
With a Copy to:	City of Chandler Public Works & Utilities Department Attn: Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008
To Consultant:	T.Y. Lin International Mailing Address: 1475 North Scottsdale Road, Suite 450, Scottsdale, AZ 85257 Physical Address: same as mailing Statutory Agent Name: James Barr, PE – Vice President, Unit Manager, Project Manager Statutory Agent Mailing Address: 1475 North Scottsdale Road, Suite 450, Scottsdale, AZ 85257 Statutory Agent Physical Address: same as mailing CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: Chris Milner, PE, PTOE, RSP Title: Associate/Senior Project Manager Phone: 480-333-4152 Email: christopher.milner@tylin.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 contract 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 contracts 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 Contract 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 a contract 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 a contract 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 contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

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

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

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

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

subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other contract 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 – 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.

SIGNATURE PAGE TO FOLLOW

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

MAYOR

Recommended By:

Andrew Goh, P.E.

CIP City Engineer

APPROVED AS TO FORM:

City Attorney

JMB

ATTEST:

City Clerk

Seal

“CONSULTANT”

T.Y. Lin International

2

11/9/21

Signature

Date _____

James Barr

Print Name

Vice President

Title

james.barr@tylin.com

Signer Email Address

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

October 27, 2021

Alisa Doll, PE, MSIM
Engineer/Project Manager
Public Works & Utilities Department | Capital Projects Division
City of Chandler
Alisa.Doll@chandleraz.gov

Subject: 2nd Revised Proposal for Professional Services
Frye Road Protected Bike Lanes:
½ Mile West of Arizona Avenue to Paseo Trail (Consolidated Canal)
City of Chandler Project No. ST2106.201
Federal Project No. CHN-0(250)D
ADOT Project No. T0317 03D

Dear Ms. Doll:

TY Lin International is pleased to present our Revised Proposal to provide Professional Services for the Frye Road Protected Bike Lanes project within the City of Chandler. Our proposal addresses the items that were discussed at our scoping meeting on August 31st, 2021, follow up emails requesting specific elements be included in our scope of services, and telephone/virtual meeting discussions on September 27th, 2021, October 21st, 2021, and October 25th, 2021 regarding the Initial and Revised Proposal.

For convenience, we have prepared the attached Scope of Services (Exhibit "A") and Professional Fees (Exhibit "B") that describes the various tasks and associated fees to complete the work (\$443,550.90 Basic Services & \$222,666.76 Allowances for grand total of \$666,217.66). A preliminary draft project schedule is included (Exhibit "C") that results construction advertisement between October 2022 and May 2023. Completed Disadvantaged Business Enterprise (DBE) and Subconsultant Forms required for federal compliance have been provided to Janece Ray.

We look forward to the opportunity to work with the City on this exciting project and should you have any questions regarding the attached Proposal, please feel free to contact me at (480) 333-4152 or at christopher.milner@tylin.com.

Sincerely,



Chris Milner, P.E., PTOE, RSP
Associate
Senior Project Manager

Attachments: (Exhibit "A" – Scope of Services)
(Exhibit "B" – Professional Fees)
(Exhibit "C" – Preliminary Draft Project Schedule)

PROJECT DESCRIPTION

The Frye Road Protected Bike Lane improvements consist of improving Frye Road to provide protected bike lanes from ½ mile west of Arizona Avenue to Paseo Trail (Consolidated Canal). Improvements include protected bike lanes via raised median; raised concrete bike lanes to match existing sidewalk grade; curb, gutter, sidewalk, and driveway reconstruction at selection locations; landscaping at Chandler Paseo Trail; and traffic signal equipment relocation and upgrades. This is a federally funded project using Congestion Mitigation Air Quality (CMAQ) funds.

PROJECT NAME AND NUMBERS

Project name for the City of Chandler is Frye Road Protected Bike Lanes. Arizona Department of Transportation (ADOT) and Federal Highway Administration (FHWA) name and numbers, and City numbers for design and construction are as follows:

Project Name	Frye Road ½ Mile West of Arizona Avenue to Paseo Trail		
	<u>City</u>	<u>FHWA</u>	<u>ADOT</u>
Project Numbers - Design	ST2106-201	CHN0250D	T031703D
Project Numbers - Construction	ST2106-401	CHN0250D	T031701C

DESIGN STANDARDS

DESIGN CONSULTANT shall perform Project Tasks outlined below and all work shall conform to the latest edition and amendments of the following, unless specifically noted otherwise:

- City of Chandler Standard Details and Specifications
- City of Chandler Technical Design Manual #1 & 2: Water & Wastewater System Design
- City of Chandler Technical Design Manual #3: Storm Drainage System Design
- City of Chandler Technical Design Manual #4: Street Design and Access Control
- City of Chandler Technical Design Manual #5: Traffic Signal Design
- City of Chandler Technical Design Manual #6: Street Light Design
- City of Chandler Technical Design Manual #7: Traffic Barricade Design
- City of Chandler Technical Design Manual #8: Landscape and Irrigation Design of Right of Ways, Retention Basins and Parks
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
- City of Chandler Supplements to MAG
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- American Association of State and Highway Transportation Officials (AASHTO) Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities
- The Code of the City of Chandler
- Arizona Department of Transportation Utility and Railroad Engineering Section Utility Coordination Guide for Design Consultants (UCGDC)
- Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG)
- City of Chandler Unified Development Manual
- City of Chandler General Plan

- City of Chandler Transportation Master Plan
- 2011 National Electrical Code
- Americans with Disabilities Act (ADA) requirements
- Proposed Right of Way Accessibility Guidelines (PROWAG) or ROWAG (if finalized during project duration)
- FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations
- FHWA Pedestrian Safety Guide and Countermeasure Selection System (PEDSAFE)
- FHWA Bicyclist Safety Guide and Countermeasure Selection System (BIKESAFE)
- FHWA Bikeway Selection Guide
- FHWA Separated Bike Lane Planning and Design Guide
- National Association of City Transportation Officials (NACTO) Urban Street Design Guide
- NACTO Urban Bikeway Design Guide
- NACTO Don't Give Up at the Intersection
- Institute of Transportation Engineers (ITE) Curbside Management Practitioners Guide
- MassDOT Separated Bike Lane Planning & Design Guide

PROJECT TASKS

1. DATA COLLECTION

a. Task 1.1: Collect and Review Existing Records

- i. CITY shall provide at no cost to DESIGN CONSULTANT the following, but not necessarily limited to, existing information as available: as-built drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, and drawings of developments planned within the project area.
- ii. DESIGN CONSULTANT shall keep a log and copy of all information collected through the duration of the project, including photos, as-builts, reports, and other documents provided from CITY, stakeholders, utility companies, external agencies, and developers.

2. PUBLIC UTILITY COORDINATION

a. Task 2.1 Utility Coordination

- i. DESIGN CONSULTANT shall perform utility coordination in conformance with City Design Standards the City's Certificated Acceptance plan for ADOT.
 - DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.
 - DESIGN CONSULTANT shall work with the CITY to coordinate the early determination of facilities that may be abandoned or deactivated.
 - DESIGN CONSULTANT shall send Utility Conflict Review letters to each utility company notifying them of the project and defining the project scope and timeline along with Project Plans at each submittal (15%, 30%, 60%, 95%, 100%, and Final) for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements.
 - For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY each with a written record of receipt.
- ii. DESIGN CONSULTANT shall work with the CITY to facilitate utility coordination meetings following each submittal (15%, 30%, 60%, 95%, 100%, Final). This task includes up to six (6) general utility coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility coordination meetings. A utility coordination meeting will be held with Salt River Project (SRP) only at the onset of design to confirm their acceptance of proposed treatments with respect to their set up areas around existing poles and wires.
- iii. DESIGN CONSULTANT shall work with the CITY to facilitate utility land coordination meetings. This task includes up to four (4) utility land coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility land coordination meetings.
- iv. DESIGN SUBCONSULTANT, RailPros, shall provide coordination services with Union Pacific Railroad (UPRR). UPRR coordination services shall include verification of Construction & Maintenance (C&M) agreement and obtaining a maintenance consent letter. In the event a C&M agreement is not on file, DESIGN SUBCONSULTANT shall provide services for procuring a C&M agreement as an allowance. See Appendix A for detailed scope of services.

b. Task 2.2: Utility Locating and Verification

- i. DESIGN CONSULTANT shall submit an Arizona 811 ticket to identify utility providers within the project limits. DESIGN CONSULTANT shall request utility mapping from all

- identified providers.
- ii. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the Preliminary (15%) design submittal. Verification will consist of field observations only, no field locating or survey of utility alignments will be conducted.
 - iii. DESIGN CONSULTANT shall prepare base maps detailing all existing utility data and transmitting to the utility companies for verification and comment concerning the utility locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.
 - iv. DESIGN CONSULTANT shall verify the elevation of any utilities, using potholing, which are identified as being in potential conflict with CITY's Improvements.
 - During the 30% design phase, DESIGN CONSULTANT shall develop a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT shall provide the list to utility companies affected by the project and facilitate coordination of a master pothole list.
 - DESIGN SUBCONSULTANT, Cobb, Fendley & Associates, shall provide up to twenty (20) vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. See Appendix B for Cobb, Fendley & Associates detailed scope of services. Pertinent pothole data shall be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the utility found, depth, horizontal and vertical location, size and material composition, and top and bottom elevation of the utility line exposed. Initial potholes shall be provided prior to the 60% submittal and included in the 60% plans. Additional potholes requested after plan reviews of the 60% plans shall be obtained and included in the 95% plans.
 - v. DESIGN CONSULTANT shall conduct Subsurface Utility Engineering (SUE) per American Society of Civil Engineering (ASCE) publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level C" for public water, sewer, reclaimed water, and overhead utilities.

c. Task 2.3: Utility Strip Map

- i. DESIGN CONSULTANT shall include all existing and proposed utilities, and existing and proposed easements for each utility; include parcel numbers and addresses with utility base map (Task 2.2). The map shall be updated and provided at the 60% and 95% submittals.

d. Task 2.4: Utility Relocation Design Coordination

- i. DESIGN CONSULTANT shall coordinate with the utilities to facilitate the design to relocate their facilities (if needed). DESIGN CONSULTANT shall request a letter from each utility impacted by the planned roadway improvement identifying a timeline for relocating their facilities.
- ii. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies and CITY, which might affect project construction.
- iii. DESIGN CONSULTANT shall review all utility relocation plans for constructability within the project limits. This task includes up to two (2) reviews of private utility relocation plans per utility relocation. A maximum of three (3) utility relocations are anticipated for the project.
- iv. Prior to submittal of Final (100%) construction documents, DESIGN CONSULTANT shall be responsible for ensuring all utility relocations have been designed and coordinated with proposed CITY and private installations, and that such relocations shall not impact the proposed construction schedule of the CITY's project.

e. Task 2.5: Utility Clearance Letter

- i. DESIGN CONSULTANT shall prepare a utility clearance letter, providing a review of proposed utility plans, including conflict evaluation, and general considerations. Service request letters for lighting are included in the Street Light Plans Task detailed in Appendix I.

3. PROGRESS MEETINGS

a. Task 3.1: Monthly Progress Meetings

- i. This task includes up to ten (10) general progress meetings. DESIGN CONSULTANT anticipates a maximum of two (2) personnel attending the Progress Meetings. DESIGN SUBCONSULTANTS, J2 Design, MakPro, and Y2K will attend the kickoff meeting as detailed in their scope of services in Appendix I.
- ii. This task includes one phone call update per month (16).
- iii. DESIGN CONSULTANT shall prepare and distribute meeting notes for each Progress Meeting, including Action Items to be reviewed and updated at each Progress Meeting. Meeting notes shall be distributed within 5 business days after the Progress Meeting.
- iv. This task includes coordination of Microsoft Teams and other virtual formats as needed.

b. Task 3.2: Comment Resolution Meetings

- i. Comment Resolution Meetings are anticipated to coincide with Monthly Progress Meetings and will generally be held one week after redlines are returned to DESIGN CONSULTANT at each plan submittal. Comments Resolution Meetings are for both internal and external agency reviews.

4. PUBLIC AND STAKEHOLDER MEETINGS

a. Task 4.1: Public Meetings

- i. DESIGN CONSULTANT shall prepare for and participate in one (1) Public Information Meeting. DESIGN CONSULTANT shall prepare display boards that feature the proposed cross section(s) and depict plan views on aerial backgrounds of proposed improvements. DESIGN CONSULTANT anticipates a maximum of two (2) personnel attending the public meeting. DESIGN SUBCONSULTANT, J2 Design, will provide renderings of proposed treatments near downtown and at the Paseo Trail node.
- ii. DESIGN SUBCONSULTANT, MakPro, shall be responsible with assisting the City with the tasks outlined in Appendix D.
- iii. CITY shall be responsible for the following:
 - Secure a location and time for each public meeting
 - Prepare newspaper notice of meeting, if required

b. Task 4.2: Stakeholder Meetings

- i. DESIGN CONSULTANT shall prepare for and participate in up to eight (8) Stakeholder Meetings for the duration of the project. Stakeholder meetings with each of the four (4) schools along the project corridor are anticipated as well as a meeting with Downtown Redevelopment stakeholders. DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict both existing and proposed right-of-way, and a display board depicting the proposed typical roadway section. DESIGN CONSULTANT anticipates a maximum of one personnel attending the Stakeholder Meetings. DESIGN SUBCONSULTANT, Y2K Engineering, anticipates a maximum of one personnel attending the Stakeholder meetings.
- ii. DESIGN CONSULTANT shall prepare for and participate in up to three (3) Transportation Commission/Council Meetings.

- iii. DESIGN SUBCONSULTANT, MakPro, shall be responsible with assisting the City with the tasks outlined in Appendix D.
- iv. CITY shall be responsible for the following:
 - Secure a location and time for each stakeholder meeting
- v. This task includes coordination of virtual formats as needed as detailed in Appendix D.

5. PROJECT MANAGEMENT

a. Task 5.1: Project Monitoring

- i. Prepare regular monthly progress reports
- ii. Perform regular budget monitoring
 - Pay applications will be submitted monthly. Invoices will be broken down to the same level of detail as the attached fee schedule. Pay applications will include a copy of the original project schedule and the current project schedule.
- iii. Perform regular schedule monitoring
 - DESIGN CONSULTANT shall adhere to the production schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY.
 - The following is the project schedule that the DESIGN CONSULTANT shall manage and maintain. DESIGN CONSULTANT shall revise and submit for review an updated schedule whenever completion of the project design, or any of the partial completion points listed in the schedule are 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. DESIGN CONSULTANT shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

Notice To Proceed (NTP)	0
Data Collection/Survey	NTP + 7 Weeks
Submit 15% Plans and ADOT Scoping Document	NTP + 12 Weeks
Submit 30% Plans, Specifications, and Estimate	NTP + 20 Weeks
Submit 60% Plans, Specifications, and Estimate	NTP + 40 Weeks
Submit ROW Acquisition Documents	NTP + 67 Weeks
Environmental Clearance	NTP + 36 Weeks
Submit 95% Plans, Specifications, and Estimate	NTP + 53 Weeks
Submit 100% Plans, Specifications, and Estimate	NTP + 62 Weeks
Submit Final Plans, Specifications, and Estimate	NTP + 68 Weeks

b. Task 5.2: Design Quality Control Plan

- i. DESIGN CONSULTANT shall institute and comply with the Design Quality Control Plan established for the project.

c. Task 5.3: Manage Sub-Consultants

- i. DESIGN CONSULTANT shall monitor all sub-consultants schedule and work products and ensure that all activities are coordinated.

d. Task 5.4: Project Administration of Public Outreach

- i. DESIGN SUBCONSULTANT, MakPro, shall provide and administer community research, web content, and a project hotline as detailed in Appendix D.

6. DESIGN SURVEY

a. Task 6.1: Ground Survey

- i. DESIGN SUBCONSULTANT, TRACE Consulting, shall perform ground survey in accordance with their scope of services provided in Appendix E.

b. Task 6.2: Topographic Survey

- i. DESIGN SUBCONSULTANT, TRACE Consulting, shall perform a full topographic survey in accordance with their scope of services provided in Appendix E.

c. Task 6.3: Benchmarks

- i. DESIGN SUBCONSULTANT, TRACE Consulting, shall establish temporary benchmarks in accordance with their scope of services provided in Appendix E.

d. Task 6.4: Aerial Orthographics

- i. DESIGN SUBCONSULTANT, TRACE Consulting, shall provide aerial orthographics in accordance with their scope of services provided in Appendix E.

7. RIGHT-OF-WAY (ROW) COORDINATION

a. Task 7.1: ROW Strip Map

- i. At Preliminary (15%) Design, DESIGN SUBCONSULTANT, TRACE Consulting, shall prepare a right-of-way strip map in accordance with their scope of services provided in Appendix E.

b. Task 7.2: Legal Descriptions

- i. DESIGN SUBCONSULTANT, TRACE Consulting, shall provide legal descriptions and exhibits for the acquisition of new right-of-way and temporary construction easements in accordance with their scope of services provided in Appendix E.

c. Task 7.3: ROW Documents

- i. DESIGN CONSULTANT shall submit right-of-way documents to the CITY within 30 days of the resolution of 60% plan review comments and following National Environmental Policy Act (NEPA) approval/clearance. These documents shall include legal descriptions & exhibits, copies of the right-of-way strip maps for all acquisitions and easements.

d. Task 7.4: Stake ROW

- i. DESIGN SUBCONSULTANT, TRACE Consulting, shall field stake right-of-way, at the direction of the CITY. This shall be done using nails and wooden stakes at four locations (two property lines and two in between property lines).

e. Task 7.5: ROW Acquisition Services

- i. The CITY shall provide acquisition services including appraisals, appraisal review, and coordination services for closing of escrow and title clearing for TCE and ROW acquisition.

8. GEOTECHNICAL

a. Task 8.1: Geotechnical Subsurface Exploration and Laboratory Testing

- i. DESIGN SUBCONSULTANT, Ethos Engineering, shall perform Geotechnical Subsurface Exploration and Laboratory Testing per their detailed scope of services provided in Appendix F. Attendance at progress meetings by Ethos Engineering (identified as task 3) has been included with the Geotechnical task scope and associated fee.

b. Task 8.2: Geotechnical Report

- i. DESIGN SUBCONSULTANT, Ethos Engineering, shall prepare a draft geotechnical report, to accompany the 60% submittal.
- ii. DESIGN SUBCONSULTANT, Ethos Engineering, shall incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 95% submittal.

9. ENVIRONMENTAL DOCUMENTATION AND CLEARANCE

a. Task 9.1: Develop Environmental Clearance Footprint and Scope of Work

DESIGN CONSULTANT shall prepare an Environmental Clearance Footprint and Scope of Work inclusive of all improvements anticipated for the project.

b. Task 9.2: National Environmental Policy Act (NEPA) Compliance

- i. NEPA Compliance
DESIGN SUBCONSULTANT, EcoPlan, shall prepare an Individual Categorical Exclusion (CE) per ADOT Environmental Planning (EP) guidelines for the project. The CE shall be submitted to the City for their approval prior to submission to ADOT EP for their review and approval. See Appendix G for detailed scope of services.

10. PLANS, SPECIFICATIONS AND ESTIMATES

a. Task 10.1: Plans

- i. DESIGN CONSULTANT shall prepare plans for the project in accordance with City Standards and the City's Certified Acceptance plan with ADOT to administer federally funded projects. DESIGN CONSULTANT will explore potential extension of plans from ½ mile west of Arizona Avenue to Fairview Street via allowance.
- ii. DESIGN CONSULTANT shall consider the following items as part of the project design:
 - Trash Pickup conflicts with protected bike lanes;
 - Conflict with existing water valves/manholes;
 - Consider alternatives at Frye Road/McQueen Road intersection that do not involve a protected bike phase;
 - Conflicts with bus stops and protected bike lanes;
 - Consideration of protected intersections;
 - Predictable, consistent, and uniform corridor design;
 - Additional signage to increase awareness of bike lanes without visual sign clutter;
 - Identify transit stops west of Essex and east of Hidalgo;
 - Consider design of midblock transit stops as floating bus stops;
 - Street sweeping and maintenance activities will be considered in design; and

- Design will coordinate with ongoing downtown pedestrian wayfinding study.
- iii. DESIGN CONSULTANT shall submit plans in PDFs of complete plans set at the 15%, 30%, 60%, 95%, 100%, and Final submittals. Payment for this task shall be directly correlated with submittal percentage.
- iv. DESIGN CONSULTANT shall submit a Project Assessment in accordance with ADOT guidelines with 15% plans. 15% plans shall include a Cover Sheet, Standard Section Sheets, and Paving Plans.
- v. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms. DESIGN CONSULTANT shall provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments shall be incorporated unless otherwise authorized by the CITY.
- vi. DESIGN CONSULTANT shall provide project plans to external agencies such as Maricopa County Department of Environmental Services, Arizona Department of Transportation, and Flood Control District of Maricopa County, and upon direction from City to adjacent project consultants and contractors as appropriate to ensure construction activities are permitted and coordinated for construction to start immediately after award of City's construction contract.
 - vii. Plans shall include:
 - Cover Sheet
 - General Notes Sheets
 - Standard Sections Sheets
 - Special Details Sheets
 - Geometric Control Sheets
 - Civil Plans Keymap
 - Paving Plans
 - Paving Profiles
 - Driveway Plan & Profile
 - Street Light Plans
 - Striping and Signing Plans
 - Landscape and Irrigation Plans
 - Erosion and Sediment Control Plans
- viii. DESIGN SUBCONSULTANT, Sam Schwartz, will provide independent bikeway review and oversight. As part of these services, initial consultation and review of proposed design concept will be provided. DESIGN SUBCONSULTANT, Sam Schwartz, will provide a peer review of paving plans and of striping & signing plans at 15%, 30%, and 60%.

ix. Task 10.1A: Paving Plans

- DESIGN CONSULTANT shall perform work necessary to create Typical Roadway Sections, Geometric Layout and Paving Plan & Profile Sheets along Frye Road.
- DESIGN CONSULTANT shall prepare paving and profile plans at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, curb ramps, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, proposed curb and gutter grades, benchmarks, and underground utilities.

x. Task 10.1B: Drainage Design

- DESIGN CONSULTANT shall prepare a drainage analysis to determine the effects of the roadway improvements from this project. DESIGN CONSULTANT shall

perform hydrologic calculations per the CITY standards to estimate the spread impacts of the proposed improvements. The hydrologic and hydraulic calculations shall meet the CITY criteria. DESIGN CONSULTANT shall address impacts to existing drainage catch basins and scuppers within the project limits.

- DESIGN CONSULTANT shall prepare a Drainage Report to accompany the drainage design for roadway improvements. The Draft Drainage Report shall be submitted with the 30% Submittal. The Draft Final Drainage Report shall be submitted with the 60% Submittal. The Final Drainage Report shall be submitted with the 95% Submittal. DESIGN CONSULTANT shall incorporate comments received at each submittal.

- DESIGN CONSULTANT shall prepare storm drain lateral profiles for storm drain extensions. A maximum of four storm drain extensions are assumed. Plan view for storm drain extensions will be provided on paving plans.

xi. Task 10.1C: Traffic Signal Plans

- **Traffic Signal Upgrades**

- a. DESIGN SUBCONSULTANT, Y2K Engineering, shall perform traffic signal design and plans per their scope of services provided in Appendix I.

xii. Task 10.1D: Street Light Plans

- DESIGN SUBCONSULTANT, Y2K Engineering, shall perform an existing lighting analysis and design street lighting along Frye Road within the project limits as detailed in Appendix I.

- APS and/or SRP shall be responsible for providing detail drawings for the electrical details (Control center, wiring schematic, and cable schedule). These items on drawings prepared by APS/SRP shall be accounted for in project specifications and engineer's estimate.

xiii. Task 10.1E: Striping and Signing Plans

- DESIGN SUBCONSULTANT, Y2K Engineering, shall design the Signing and Striping Design Plans in accordance with their scope of services provided in Appendix I.

xiv. Task 10.1F: Landscape and Irrigation Plans

- DESIGN SUBCONSULTANT, J2 Design, shall prepare Landscape and Irrigations Plans as detailed in their scope of services provided in Appendix C. Plant material will be designed to meet sight visibility requirements.

xv. Task 10.1G: Erosion and Sediment Control Plans

- DESIGN SUBCONSULTANT, J2 Design, shall develop Erosion and Sediment Control Plans (ESCPs) as detailed in their scope of services provided in Appendix C.

xvi. Task 10.1H: Construction Schedule

- DESIGN CONSULTANT shall prepare a construction schedule and identify major construction milestones.

b. Task 10.2: Specifications

- i. Technical Specifications shall be in accordance with City of Chandler Standard Specifications, MAG Standard Specifications, and Arizona Department of Transportation (ADOT) Standard Specifications, & ADOT (stored) standard special provisions. The CITY will prepare the boilerplate project special provisions. DESIGN CONSULTANT

- shall create technical specifications for all items not adequately covered by these standard specifications. Item specification shall be prepared for each item included with the bid advertisement.
- ii. Word and PDF format of Specifications shall be provided with each submittal.

c. Task 10.3 Cost Estimates

- i. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements shall not be used for pay items. DESIGN CONSULTANT shall include removal items, appropriate construction contingency, staking/as-builts, quality control testing, and Storm Water Pollution Prevention items as appropriate. Aesthetics and wayfinding elements will be included in the cost estimate.
- ii. Excel and PDF format of Estimates shall be provided with each submittal.

d. Task 10.4: Materials QA Plan

- i. DESIGN CONSULTANT shall prepare the project Materials QA Plan which includes cover letter, bid schedule, materials sample checklist, material certification log, and contractual relationship letter in accordance with ADOT Material Testing Manual-Series 900 Appendix A.
- ii. DESIGN CONSULTANT shall revise Materials QA Plan per review comments provided by ADOT.

11. SUBMITTALS

a. Task 11.1: 15% Submittal

- i. DESIGN CONSULTANT shall provide the following at 15% Submittal:
 - ADOT Project Assessment in accordance with ADOT requirements for federal funding
 - One half size plan set and PDF of the 15% Plans
 - One PDF of the construction cost estimate

b. Task 11.2: 30% Submittal

- i. DESIGN CONSULTANT shall provide the following at the **30% submittal** to the City:
 - City Plan review and construction permit applications
 - One (1) half size set as well as a PDF of 30% preliminary plans including:
 - a. Cover sheet
 - b. Typical Roadway Sections
 - c. Geometric Control
 - d. Paving Plan and Profiles
 - e. Traffic Signal Plans and Details
 - f. Signing and Striping Plans and Details
 - g. Street Light Plans and Details
 - PDF of the outline/preliminary technical specifications
 - PDF of the construction cost estimate
 - PDF of the draft drainage report
 - PDF of the right-of-way strip map

c. Task 11.3: 60% Submittal

- i. DESIGN CONSULTANT shall provide the following at the **60% submittal** to the CITY:
 - City Plan review and construction permit applications
 - 30% submittal redlines and comments
 - One (1) half size sets as well as a PDF of 60% plans including:

- a. Cover sheet
- b. Index, Key Map, and General Notes
- c. Typical Roadway Sections
- d. Special Details Sheets
- e. Geometric Control
- f. Paving Plan and Profiles
- g. Driveway Plan and Profiles
- h. Traffic Signal and Traffic Signal Inner Connect Plans and Details
- i. Signing and Striping Plans and Details
- j. Street Light Plans and Details
- k. Erosion and Sediment Control Plans
- PDF of the 60% technical specifications
- PDF of the 60% construction cost estimate
- PDF of the draft final drainage report
- PDF of the sealed geotechnical report
- PDF of the "Testhole Data Summary Sheet"
- PDF of the right-of-way strip map with legal descriptions
- PDF of the utility strip map with legal descriptions

d. Task 11.4: 95% Submittal

- i. DESIGN CONSULTANT shall provide the following at **95% submittal**:
 - City Plan review and construction permit applications
 - 60% submittal redlines and comments
 - One (1) half size sets as well as a PDF of 95% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Roadway Sections
 - d. Special Details Sheets
 - e. Geometric Control
 - f. Paving Plan and Profiles
 - g. Driveway Plan and Profiles
 - h. Traffic Signal and Traffic Signal Inner Connect Plans and Details
 - i. Signing and Striping Plans and Details
 - j. Street Light Plans and Details
 - k. Erosion and Sediment Control Plans
 - PDF of the 95% technical special
 - PDF of the 95% construction cost estimate
 - PDF of the final drainage report
 - PDF of the right-of-way strip map with new or revised legal descriptions
 - PDF of the utility strip map with new or revised legal descriptions

e. Task 11.5: 100% Submittal

- i. Upon acquisition of all right-of-way and easements necessary for construction, DESIGN CONSULTANT shall provide the following with the **100% submittal**:
 - City plan review and construction permit applications
 - 95% submittal redlines and comments
 - One (1) half size sets as well as a PDF of sealed construction plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Roadway Sections
 - d. Special Details Sheets
 - e. Geometric Control

- f. Paving Plan and Profiles
- g. Driveway Plan and Profiles
- h. Traffic Signal and Traffic Signal Inner Connect Plans and Details
- i. Signing and Striping Plans and Details
- j. Street Light Plans and Details
- k. Erosion and Sediment Control Plans
- One (1) cover sheet on 4 mil Mylar
- PDF of final specification
- PDF and Excel format of the final construction cost estimate and bid schedule
- PDF of the final sealed drainage report
- PDF of the right-of-way strip map with new or revised legal descriptions
- PDF of the utility strip map with new or revised legal descriptions
- PDF of Materials Compliance and Pavement Certification Letter

f. Task 11.6: Final Submittal

- i. Upon receipt of response from utility companies and construction contractor Disadvantaged Business Enterprise (DBE) goal assignment by ADOT, DESIGN CONSULTANT shall provide following as the Final submittal: Full payment for this task shall not be made until City acceptance, not just delivery, of all items on this final submittal list.
 - One (1) half size sets as well as a PDF of construction plans
 - PDF of final specifications
 - PDF and Excel format of the final construction cost estimate and bid schedule
 - Utility Clearance Letter per Task 2.5
- ii. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for constructability of such plans, including, but not limited to, completion of right-of-way documentation acquiring all necessary easements, and completion of utility relocation design. DESIGN CONSULTANT shall be responsible for preparing and obtaining written approval of any design exceptions and/or variances to Design Standards.

12. POST DESIGN SERVICES

a. Task 12.1: Pre-Bid Meeting

- i. DESIGN CONSULTANT shall attend and actively participate in a pre-bid meeting. DESIGN CONSULTANT shall give a brief overview of the project and address questions related to the construction documents.

b. Task 12.2: Addenda Preparation

- i. DESIGN CONSULTANT shall prepare and deliver to CITY to issue any necessary Addenda for clarification or correction of the construction document. No construction phase services are included with this proposal.



Frye Rd Bike Lane Project

UPRR Public Project Management Services

MP 929.56 Chandler Industrial Lead

DOT# 741673H

Chandler, AZ

RailPros, Inc.

SCOPE OF SERVICES

September 15, 2021

TYLin has requested RailPros to provide a scope and fee to provide coordination services for the Frye Rd new Bike Lane installation project by the City of Chandler, AZ.

The following details our proposed scope and fee.

SCOPE

TASK: RAILROAD COORDINATION SERVICES

Task Objective

Provide coordination and construction management on behalf of Client and City of Chandler to support the installation of new bike lanes on Frye Rd.

RailPros Activities

- Participate in conference calls and on-site meetings with the City and City's consultants and contractors, Client, ACC, railroad and other stakeholders.
- Review engineering plans for compliance with railroad, ACC and MUTCD standards.
- Provide input on best practices regarding working on or at railroad grade crossings.
- Apply with UPRR for the changes at crossing.
- Coordinate with the railroad on permitting for the work on railroad's ROW (PE Agreement, MCL, C&M Agreement as applicable).
- Coordinate with the ACC and other stakeholders as necessary.

Task Deliverables

- Respond promptly to emails and calls.
- Conference Call / Meeting Participation.

Railroad Engineering Services

- Review plans and provide response within 5 business days.

Chris Milner, PE, PTOE, RSP
Associate/Senior Project Manager
TY Lin International
1475 N Scottsdale Rd STE 450
Scottsdale, AZ 85257

VIA E-MAIL

Dear Chris:

**Re: Level A Subsurface Utility Engineering Services
Frye Rd Protected Bike Lane Project**

Cobb, Fendley & Associates, Inc. (CobbFendley) is pleased to provide this proposal for the Subsurface Utility Engineering (SUE) services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below.

Scope of Services

SUE Level A: Test Holes (Locate)

Utility test holes will be performed where the vertical location of existing underground utilities is critical. TY LIN will identify test hole locations based on their conflict analysis. CobbFendley will assist with the final test hole placement to limit impacts to traffic and local businesses. A detailed description of test hole services is below under SUE Level A services. **A total of 25 test holes are included in this proposal.**

Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility.

During Level A Services, CobbFendley will:

1. Coordinate with utility owner inspectors as may be required by law or utility owner policy.
2. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.
3. Measure and record the following data on an appropriately formatted test hole data sheet.
 - A. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - B. Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 2.54 cm (1.0 inches) unless a more precise tolerance is specified for the specific location being investigated.
 - C. Elevation of existing grade over utility at test hole location.
 - D. Horizontal location referenced to project coordinate datum.

- E. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - F. Utility facility material(s).
 - G. Utility facility condition.
 - H. Pavement thickness and type.
 - I. Coating/Wrapping information and condition.
 - J. Unusual circumstances or field conditions.
- 4. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
 - 5. Be responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action to be taken.
 - 6. Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material.
 - 7. Furnish and install a permanent above ground marker directly above center line of the utility facility.
 - 8. Provide complete restoration of work site and landscape to equal or better condition than before excavation.
 - 9. Plot utility locate position information to scale and provide a comprehensive utility plan. This information will be provided in AutoCAD format.

SERVICES TO BE PROVIDED BY TY LIN

TY Lin shall furnish the following information, as available, for SUE services at no cost to CobbFendley:

- 1. Provide roadway plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations for the selected projects. CobbFendley may review the test hole locations and recommend changes, as required.
- 2. Lists of utility and/or agency contact persons if known.
- 3. Other available information or assistance as appropriate.
- 4. Provide utility line style and symbology, if desired.

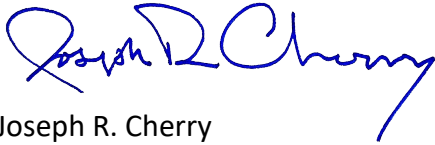
Basis of Compensation

The above scope of SUE Level A services can be completed based on the attached table. This is a project specific quote. The total value of this proposal is \$26,150.00.

If this summary is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

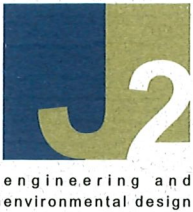
Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Joseph R. Cherry
SUE Project Manager

APPENDIX C



October 5, 2021

Chris Milner, PE, PTOE
Associate
Senior Project Manager
T.Y. Lin International
1475 N. Scottsdale Road, Suite 450
Scottsdale, AZ 85257

Re: ST2106.201 Frye Road Protected Bike Lanes

Mr. Milner,

J2 Engineering & Environmental Design, LLC is pleased to submit this fee proposal for landscape architecture design services for the Frye Road Protected Bike Lanes Project in the City of Chandler. We are excited to continue our outstanding working relationship with T.Y. Lin on this important project. J2's efforts will be focused on landscape, irrigation, and erosion control design services, as well as presentation graphics.

Thank you for including J2 on your team. We are ready to begin work upon Notice to Proceed. Please do not hesitate to reach out should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey Velasquez'.

Jeffrey Velasquez, PLA, ASLA
Vice President, Principal Landscape Architect
jvelasquez@j2design.us
J2 Engineering & Environmental Design, LLC

J2 Design Scope of Work
Frye Road Protected Bike Lanes:
½ mile west of Arizona Avenue to Paseo Trail (Consolidated Canal)

Description of Project: The Frye Road Protected Bike Lane improvements consist of improving Frye Road to provide protected bike lanes from ½ mile west of Arizona Avenue to Paseo Trail (Consolidated Canal). Improvements include protected bike lanes via raised median; raised concrete bike lanes to match existing sidewalk grade; curb, gutter, sidewalk, and driveway reconstruction at selection locations; landscaping at Chandler Paseo Trail; and traffic signal equipment relocation and upgrades. This is a federally funded project using Congestion Mitigation Air Quality (CMAQ) funds. J2 Engineering & Environmental Design's scope of services will be focused on landscape, irrigation, tree inventory, erosion control, presentation graphics, and limited hardscape work at the Paseo Trail interface.

J2 Proposed Construction Document Sheets: 65

Landscape General Notes, Quantities, and Materials Schedule (1)
Plant Inventory Plans (14) at 1"=20' scale (double stacked)
Planting Plans (14) at 1"=20' scale (double stacked)
Planting Details (1)
Hardscape Plan at Consolidated Canal Trailhead (1) at 1"=20' scale
Hardscape Details Consolidated Canal Trailhead (4)
Irrigation General Notes, Quantities, and Materials Schedule (1)
Irrigation Plans (14) at 1"=20' scale (double stacked)
Irrigation Details (2)
Erosion Control Summary Cover Sheet (1)
Erosion Control Index Sheet (1)
Erosion & Sediment Control Plans (7) at 1"=40' scale (double stacked)
Erosion Control Details (4)

This J2 Scope of Work document is intended to supplement and further define the Project Scope of Work submitted by T.Y. Lin International.

J2 SCOPE OF WORK

Task 3.1.i

Meetings

J2 shall attend a Kick-Off meeting at the start of the project. J2 shall have two people in attendance.

Task 3.1.ii

Aesthetics Review Meeting

J2 shall attend one (1) Aesthetics Review meeting. This meeting may be either formal, such as a committee presentation format, or an informal meeting with City and Team staffs. J2 shall have one person in attendance.

Task 4.1.i

Develop Plan and Section Graphics for Public Meeting Display Boards

J2 shall prepare graphic renderings for the Public Meetings, to show project intent. The renderings shall be a total of three (3) graphic boards at 24" x 36" size, mounted onto foam core boards. The graphics shall be either plan view, section, or 3D illustrative perspective – or a combination of the three.



Task 10.1.f

Landscape and Irrigation Plans

(See Fee Schedule for intended scale of sheets. See above-noted Proposed Construction Document Sheets for number of sheets).

1. J2 shall inventory existing trees, located via GPS survey and catalogue to determine if they are to remain in place or removed. J2 shall identify the tree species, record the caliper, ascertain the general health, and record the viability for survival given construction activities.
2. J2 shall review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations to determine potential for salvage. Locations shall be derived from as-built and design plans provided by the CITY combined with survey and existing conditions observation. J2 shall overlay the existing irrigation location with improvement plans.
3. J2 shall coordinate with the CITY to determine the desired types of plant material, inert material, and irrigation equipment. J2 shall coordinate with the CITY on the identification of areas within the project area to receive landscape and irrigation as well as existing landscape and irrigation to be protected in place.
4. J2 shall prepare Plant Inventory Plans. The plans shall include the following:
 - a. Location, species, size, and general health characteristics of existing trees four (4) inch caliper and greater and cacti three (3) feet height and greater, including the designation of removal or remain in place.
5. J2 shall prepare Landscape Plans. J2 shall coordinate with private entities as necessary for matching or maintaining existing landscaping and groundcover. The plans shall include the following:
 - a. 60% plans - location and species of proposed new trees and shrubs and existing trees to remain
 - b. 95%, 100%, and Final plans - plant schedule, plant quantities, landscape notes, and landscape details.
6. J2 shall prepare a Hardscape Plan and Details for the Consolidated Canal Trailhead area.
7. J2 shall prepare Irrigation Plans and Details. Potable water shall be used for irrigation. J2 shall coordinate with private entities as necessary for new connections and maintenance of existing irrigation systems. J2 shall prepare water meter applications, when applicable. The plans shall include the following:
 - a. 60% plans - locations of existing infrastructure to remain in place and new locations of laterals, water meter(s), mainline, booster pumps, and valves
 - b. 95%, 100%, and Final plans - irrigation quantities, irrigation emitter schedule, irrigation notes, and irrigation details shall be shown.
8. Up to three (3) illustrative color-renderings shall be provided by J2 for the Project intent. Illustrations may be plan, section, or elevation view, prepared on 11" x 17" or 24" x 36" boards, and in pdf.
9. Up to three (3) concepts shall be developed for the canal trailhead at the Consolidated Canal. Concepts shall be rendered for presentation purposes and be presented at 11" x

17" or 24" x 36", and in pdf.

10. The following deliverables shall be submitted to T.Y. Lin by J2 at the following submittal stages:

30% Deliverables:

- Plans: The J2 Team shall provide PDF plans to T.Y. Lin at full-size (24x36). Cad Files shall also be transmitted to T.Y. Lin.
- Opinion of Probable Construction Cost (OPC): The J2 Team shall provide an OPC in Excel and PDF format to T.Y. Lin.

60%, 95%, 100%, and Final Deliverables:

- Plans: The J2 Team shall provide PDF plans to T.Y. Lin at full-size (24x36). Cad Files shall also be transmitted to T.Y. Lin.
- Technical Specifications: Specifications shall be prepared and delivered to T.Y. Lin in both PDF and Word Document format. The City is responsible for all reproduction and distribution of plans beyond these deliverables.
- Opinion of Probable Construction Cost (OPC): The J2 Team shall provide an OPC in Excel and PDF format to T.Y. Lin.

Task 10.1.g

Erosion and Sediment Control Plans

(See Fee Schedule for intended scale of sheets. See above-noted Proposed Construction Document Sheets for number of sheets).

1. J2 Design shall develop Erosion and Sediment Control Plans (ESCPs) that may be utilized by a contractor during construction as Storm Water Pollution and Prevention Plans (SWPPP), as required on all projects that have the potential to impact any adjacent drainage system, under the provisions of section 402(p) of the Clean Water Act (CWA) and regulations 40 CFR 121, to secure a cost for the Arizona Pollutant Discharge Elimination System (AZPDES) permit and to ensure that the contractor is held responsible for this effort.
2. ESCPs shall include coversheet and index sheet in conformance with City requirements, erosion control details and erosion control plans in conformance with Arizona Department of Environmental Quality (ADEQ) and Environmental Protection Agency (EPA) requirements. Plans shall be submitted at the 95%, 100%, and Final plan submittal stages.

Task 10.2

Specifications

1. J2 Design shall submit technical specifications related to Landscape and Irrigation at the 60%, 95%, 100%, and Final submittal stages. Technical specifications shall be in accordance with the T.Y. Lin International Scope of Work.

Task 10.3

Cost Estimates

1. J2 Design shall submit opinion of probable construction costs related to Landscape and Irrigation at the 30%, 60%, 95%, 100%, and Final submittal stages. Opinion of probable construction costs shall be in accordance with the T.Y. Lin International Scope of Work.



Task 12.0
Pre-Bid Meeting

1. J2 Design shall attend and actively participate in a pre-bid meeting. J2 shall address questions related to the landscape and irrigation construction documents.

Design Assumptions & Exclusions:

1. The City shall make available to the Design Team existing available data and records relevant to the site that the City has available.
2. The J2 Team is not providing or producing any environmental or biological investigations or clearances.
3. The J2 Team is not designing or extending any water, sanitary sewer, or other utilities.
4. The J2 Team has not included any Permit fees.
5. Post Design/Construction Support services are not included in this scope of services and may be part of a separate contract if required.

* * *

APPENDIX D



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

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

September 14, 2021

Mr. Chris Milner
TY Lin International
1475 N. Scottsdale Road, Suite 450
Scottsdale, AZ 85257

Dear Chris:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal for public involvement services **during design phase** for the City of Chandler's Frye Road Protected Bike Lane improvements Project (ST2106.201 CHN0250D T031703D) which consists of improving Frye Road to provide protected bike lanes from ½ mile west of Arizona Avenue to Paseo Trail (Consolidated Canal). Improvements include protected bike lanes via raised median; raised concrete bike lanes to match existing sidewalk grade; curb, gutter, sidewalk, and driveway reconstruction at selection locations; landscaping at Chandler Paseo Trail; and traffic signal equipment relocation and upgrades. Public involvement is an important element in engaging the community during design so they can learn about and provide comments related to the project design. It also provides a link between the project and the community it impacts. The City of Chandler has developed a strong relationship with its residents and businesses, and it's important these relationships are maintained during design and into construction.

There are a variety of public involvement tools which can be used to establish appropriate communication with the effected stakeholders of a project. The services included in this scope and fee are based on the information you provided from your scoping meeting, and our experience with the City of Chandler on similar projects. This estimate is based on an estimated 16-month design schedule. These services have been categorized into tasks to align with your scoping information; however, making adjustments to one task may require adjustment of other tasks as there are economies of scale and efficiencies embedded in this cost estimate.

Please take a moment to review this scope and cost estimate and if I've missed or misunderstood any of the project characteristics, or if you'd like to customize this proposal in some other way, please let me know.

Task 3.1: Kick-off Meeting

MakPro will prepare for and participate in a project kick-off meeting.

Task 4.1: Public Meeting

MakPro will coordinate to schedule, publicize, and facilitate one (1) public meeting to provide an opportunity for nearby residents and project stakeholders to learn about the project, ask questions of the project team and provide their comments. As part of this effort, MakPro will attend up to two (2) planning meeting for the public meeting with the project team to work out the details and logistics for the public meeting. During these planning meetings, it will be determined what type of public meeting will be held (e.g., in-person, virtual live, web-based, etc.) so that appropriate notifications and preparations can be made to support the event.

If in-person, MakPro will:

- draft a meeting notification for review by the City, and
- make edits to the notification as needed and prepare for distribution
- identify and schedule a location,
- prepare and provide handouts,
- prepare sign-in sheets and comment forms for the meeting,
- prepare demographic survey forms for participants,
- provide individually packaged water/snack for participants,
- prepare for the meeting and provide appropriate staff for sign-in, etc., and
- manage, facilitate and document the meeting to include recapping the comments received and demographic survey information.

If virtual live or web-based, MakPro will:

- draft a meeting notification for review by the City to explain how the meeting will be held and how to participate or access the information,
- make edits to the notification as needed and prepare for distribution,
- coordinate a Webex Live event or work with City should another platform be desired,
- assist the team in developing a presentation and identify speakers or narrators,
- coordinate logistics to include drafting a script/talking points, identifying a process for capturing demographic survey information, and responding to questions or comments,
- coordinate and conduct a rehearsal with the team/presenters,
- prepare for and facilitate/host the meeting,
- track questions/comments received and ensure timely responses are provided, and
- document the presentation process, questions or comments received, and demographic survey information.

This task includes the public meeting notice to nearby residents. Reimbursable expenses of postage/printing for notifications, meeting collateral, and refreshments are included in the reimbursable allowance. Based on our previous experience, this would be about a 1,000-ft radius distribution area for mailing of a 2-up color notification. This task also includes translation of the notification and a translator available at or during the public meeting, dependent upon format.

This task also includes the following:

Community Research: MakPro will conduct community research to develop mailing list for notifications, identify key stakeholders or stakeholder groups, and work to understand community demographics to better prepare for public communications.

Web content: Prior to the public meeting, MakPro will develop web content for a project webpage hosted on ChandlerAz.gov, and coordinate with Chandler's webmaster to populate the site for the project, which will include information about the project and any upcoming public meeting, as well as how to contact the project team. The site will be updated with new information as needed during design.

Project hotline: Prior to the public meeting, MakPro will establish a project hotline to be able to receive calls 24/7 and capable of bilingual translation. A hotline log will be maintained to track the caller's question/comment and how we responded. Should trends be identified related to questions or comments, the webpage can be updated to include frequently asked questions.

Task 4.2: Stakeholder Meetings

MakPro will coordinate to schedule, publicize, and facilitate up to eight (8) individual stakeholder meetings for more detailed discussions with specific stakeholders or groups, to be identified during design. Four (4) of these meetings will be held for each of the nearby schools (one each), and one (1) stakeholder meeting for Downtown Chandler. As part of this effort, MakPro will attend up to three (3) planning meetings to work out the details and logistics for the stakeholder meetings. During these planning meetings, it will be determined what type of stakeholder meeting will be held (e.g., in-person or virtual live) so that appropriate notifications and preparations can be made to support the meeting.

As part of this effort, MakPro will:

- contact identified stakeholders and coordinate an appropriate meeting date/time/location with the targeted stakeholder group or individual,
- schedule the meeting venue or virtual platform, as needed,
- assist the team in developing collateral for meetings and identify meeting objectives,
- prepare an agenda for the stakeholder meeting and facilitate/host the meeting, and
- document the meeting, to include Q&A, comments, decisions or other substantive information from the meeting.

The total cost for public outreach services as identified above and **based on a 16-month project schedule should not exceed \$11,400.00. An allowance for a second public meeting has been estimated below, should it be determined that is needed to better serve the project.** This cost estimate assumes a labor rate of \$110/hour for principal and \$90/hour for associates. Project hotline is billed at \$200 per month for standard calls, and calls requiring additional follow-up or coordination billed at the hourly rate. It should be noted that this estimate incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

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

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

Sincerely,

A handwritten signature in cursive script, reading "Teresa Makinen".

Teresa Makinen
Principal



Certified S/DBE

September 21, 2021

Mr. Chris Milner, PE, PTOE, RSP
T.Y. Lin International

Phone: (480) 333-4152
Email: christopher.milner@tylin.com

Re: Scope of Services and Fee Proposal for
Frye Road Protected Bike Lanes: ½ Mile West of Arizona Avenue to Paseo Trail
Design Phase Services

Dear Mr. Milner:

TRACE Consulting, LLC (TRACE) is pleased to submit the enclosed Scope of Services and Fee Proposal for professional services for the referenced project. The Scope of Services is prepared based on your email dated 9/7/21 and our ongoing conversation during the scoping phase.

We are excited about the opportunity to work with the T.Y. Lin team and the City of Chandler (City) on this project and look forward to providing quality and timely professional services. We are ready to begin work immediately.

If you have any questions, please feel free to contact me at (602) 680-8264.

Sincerely,

TRACE Consulting, LLC.

A handwritten signature in black ink, appearing to read "C. S. Jhaveri".

Chintan S. Jhaveri, PE
Principal

A handwritten signature in black ink, appearing to read "R. Andersen".

Richard L. Andersen, RLS
Survey Manager

Enclosures:
Scope of Services
Fee Estimate
Subconsultant (Kenny Aerial) Scope of Work

N:\2021\S - Frye Road Separate Bike Lanes\Project Support\Admin\Contract\Frye Rd Separate Bike Lanes SOS TRACE 09-15-21.docx

SCOPE OF SERVICES

FRYE ROAD PROTECTED BIKE LANES: ½ MILE WEST OF ARIZONA AVENUE TO PASEO TRAIL DESIGN PHASE SERVICES

TRACE's scope of services will support the T.Y. Lin Team by providing topographic design survey and right-of-way survey along Frye Road from ½ mile west of Arizona Avenue (Fairview Street) to Paseo Trail.

PROJECT TASKS

6.0 Design Survey

Survey Control:

TRACE shall perform ground survey to establish horizontal and vertical control throughout the project limits based on the datum specified by the City. Survey control for the project shall be in accordance with City requirements. The horizontal survey data used for the project shall be presented in State Plane Coordinates, North American Datum of 1983 (NAD 83) 1992 epoch, Arizona Central Zone, International Foot modified to ground. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), per City of Chandler's Survey Benchmarks. Existing roadway centerline shall be established through Maricopa County Recorder's maps and land surveys in conjunction with existing street monuments.

Survey Features and Limits:

TRACE shall perform a full topographic survey of all existing features within the survey limits including curb and gutter, striping, median curb, catch basins, scuppers, water meter boxes, water and gas valves, manholes, utility poles and guy wires, traffic signal poles, utility boxes, fences, trees, mailboxes, public and private irrigation.

TRACE shall take elevations at cross sections along Frye Road by ground survey at 50-foot intervals from back of curb to back of curb starting 500' east of Fairview Street to Paseo Trail. Additionally, we will collect ground survey at cross sections from back of curb out to right-of way, from the east side Oregon Street to the intersection of Washington Street, from the west side of Hamilton Street to the west entrance of Frye Elementary School, and from 350' east of Kingston Street to 400' east of the intersection of McQueen Road.

TRACE shall take elevations along the centerline and edges of each driveway beginning at the gutter flow line for a distance of 10 feet beyond the driveway radius. We shall take ground elevations at all visible grade breaks along each driveway centerline and edges.

TRACE shall establish thirteen (13) temporary benchmarks at least 1,000 feet apart along Frye Road between Fairview Street and the Paseo Trail and run a level loop between these temporary benchmarks to tie it to project

control. We shall provide a sketch showing each benchmark with a minimum of 3 ties to features that shall not be disturbed by construction.

TRACE sub-consultant Kenny Aerial Mapping (KAM) shall provide photogrammetric services of Frye Road along the full limits of topographic survey, as defined in their attached scope of work.

Supplemental Survey (Allowance):

TRACE will collect back of sidewalk data at 50' intervals along the corridor including PCs, PTs, grade breaks, and ramps, to be completed concurrently with the overall survey of the corridor if authorized by the Client

Deliverables (Electronic format):

1. CAD base file with topographic survey data in AutoCAD Civil 3D format
2. .xml surface file
3. Signed/sealed survey control sheet prepared by a land surveyor registered in the State of Arizona.
4. Benchmark Sketches
5. Aerial Mapping per scope (by Kenny Aerial)

7.0 Right-Of-Way Coordination

Right-of-Way Strip Research and Preliminary Strip Map:

At Preliminary (15%) Design, TRACE shall prepare a right-of-way strip map overlaid on an aerial photograph of the project limits, showing existing property lines, easements, and utilities on Frye Road between Fairview Street and the Paseo Trail. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for property acquisition or temporary construction easements (TCE) and shall include a list of identified properties and property rights. The CITY shall provide litigation (title) reports for the parcels within the project limits.

Legal Descriptions and Exhibits:

TRACE shall provide legal descriptions and exhibits for the acquisition of new right-of-way and temporary construction easements. We shall utilize title reports (provided by the CITY) and Sectional/centerline field survey to define the boundaries of properties where new right-of-way or temporary construction easements are anticipated. We shall provide closure data for all written legal descriptions and exhibits.

The scope of work includes:

- a. The preparation of one (1) written legal description and exhibit for the acquisition of permanent right of way.

- b. The preparation of twelve (12) written legal descriptions and exhibits for temporary easements.

New ROW Staking:

TRACE shall field stake right-of-way, at the direction of the CITY. This shall be done using nails and wooden stakes at four locations (two property lines and two in between property lines).

SUBCONSULTANTS

TRACE sub-consultant Kenny Aerial Mapping (KAM) shall provide photogrammetric services of Frye Road as defined in their attached scope of work.

September 28, 2021

Chris Milner, P.E.
T.Y. Lin International
1475 North Scottsdale Road, Suite 450
Scottsdale, Arizona 85257

**SUBJECT: Proposal for Geotechnical Engineering Design Services – Revision 1
Frye Road Protected Bike Lanes
½ Mile West of Arizona Avenue to Paseo Trail (Consolidated Canal)
City of Chandler Project ST2106.201
Chandler, Arizona**

Dear Chris:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this proposal to TY LIN International, Inc. (TYLI) for professional geotechnical engineering services for the referenced project. Included is our understanding of the project, our proposed scope of work, work-hour estimate and estimated fees. Attachments include The Derivation of Cost Proposal Summary, the Derivation of Hours, Estimate of Direct Expenses, and quotes from our subcontractors. This revision adjusts the scope provided by the City to reduce the cost.

1.0 PROJECT INFORMATION

The Frye Road Protected Bike Lane improvements consist of improving Frye Road to provide protected bike lanes from ½ mile west of Arizona Avenue to Paseo Trail (Consolidated Canal). Improvements include protected bike lanes via raised median; raised concrete bike lanes to match existing sidewalk grade; curb, gutter, sidewalk, and driveway reconstruction at selection locations; landscaping at Chandler Paseo Trail; and traffic signal equipment relocation and upgrades. This is a federally funded project using Congestion Mitigation Air Quality (CMAQ) funds. A Final Project Assessment prepared by Y2K Engineering, LLC (Y2K) (Y2K, 2020) was also provided.

2.0 SCOPE OF SERVICES

Our proposed scope includes the following elements:

- Data review (Task 8.1.i)
- Permitting, layout and utility clearances (Task 8.1 ii and iii)
- Pavement coring and test drilling for pavement elements (Task 8.1 iv and v)
- Laboratory testing (Task 8.1 vi)
- Engineering Analyses for pavements (Task 8.2 i)
- Preparation of draft and final Geotechnical Exploration Report (Task 8.2 ii)
- Attendance at project meetings (Task 3.1 i)



Data Review (Task 8.1.i)

Ethos will review available any available information including geologic literature, geotechnical reports, and aerial photographs of the project site. Ethos shall conduct a visual pavement reconnaissance of the existing roadway segment.

Permitting, Boring Layout and Utility Clearances (Task 8.1 ii and iii)

Ethos will prepare a Geotechnical Field Investigation Plan (FIP) showing intended boring locations, equipment access, and equipment information and submit to TYLI for approval. The FIP may also be used to obtain environmental clearance.

It is understood that upon approval of the FIP, a no-fee encroachment permit will be required. Ethos will obtain permits from the City of Chandler and Maricopa County to perform work in their rights of way. We anticipated borings will be located along the Frye Road within the right of way in the travel lanes or shoulder. Once the permits are obtained, we will lay out the borings and contact AZ811 to locate any nearby buried utilities.

Pavement Coring and Test Drilling (Task 8.1 iv and v)

Geomechanics Southwest, Inc (GSI) will provide a coring rig, drill rig and crew and Ethos will supervise the drilling of 8 borings to a depth of 5 feet. The pavement will first be cored with an approximately 10-inch diameter coring rig. The borings will be advanced with a truck-mounted drill advancing approximately 8-inch diameter hollow-stem auger. Sampling, which will consist of standard penetration testing and open-end ring sampling, will be performed at intervals of 5 feet or less within the borings. Bulk samples of cuttings will also be obtained for select laboratory testing. As groundwater is not anticipated, ADWR permits will not be obtained by GSI. Once complete the borings will be backfilled with cuttings mixed with cement and the roadway surface patched with cold-patch asphaltic concrete.

Laboratory Testing (Task 8.1 vi)

Quality Testing, LLC (QT) will perform laboratory testing based upon the testing assigned by Ethos. The following is an estimate of the tests to be performed for this project:

Test	Estimated No. of Tests
Grain-size Analysis	8
Atterberg Limits	8
Moisture Content	8
Ring Density	8
Swell	4
Proctor	4
pH & Resistivity	4
Sulfates and Chloride	4

Analyses and Report Preparation (Task 8.2 i & 8.2.ii)

We will prepare a draft and final Geotechnical Exploration Reports. The report will include a site plan showing the project limits and boring locations; logs of the borings; discussion of subsurface conditions; the results of laboratory testing; results of visual pavement

assessment; discussions regarding our investigation; impacts and proposed mitigations of compressible, hydro-collapsible, and/or expansive soils, if present; construction considerations; suitability of materials that can be obtained from project excavations; subgrade support for new pavements; and pavement design.

Meetings (Task 3.1 i)

For estimating purposes, we will plan to attend the project kickoff meeting and one progress meetings. We assume we would attend all meeting via teleconference.

PROJECT SCHEDULE

We will begin our work upon notice-to-proceed (NTP) and will endeavor to complete our work so as not to impact the overall design schedule implemented by TYLI.

PROJECT FEES

Our services will be performed under the direction of an Arizona registered Professional Civil Engineer. Based on the proposed scope of work and our understanding of the project, we propose to complete the scope of work presented above for a lump-sum not-to-exceed cost of **\$17,624.19**. If there is a need for any change in the scope of services described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

Our fees will be invoiced monthly not to exceed the indicated amount. In the event that field conditions require a modification to the scope of work developed for this proposal and may affect either our planned project schedule or budget, we will contact you at the earliest opportunity to discuss these conditions.

LIMITATIONS

The geotechnical services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of the geotechnical profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on information collected by Ethos and provided by others. It is possible that conditions could vary between or beyond the data evaluated. Ethos makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

AUTHORIZATION

We will proceed upon successful negotiation and execution of the subconsultant agreement provided by TYLI.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.



Sincerely,

ETHOS ENGINEERING LLC

Reviewed By:



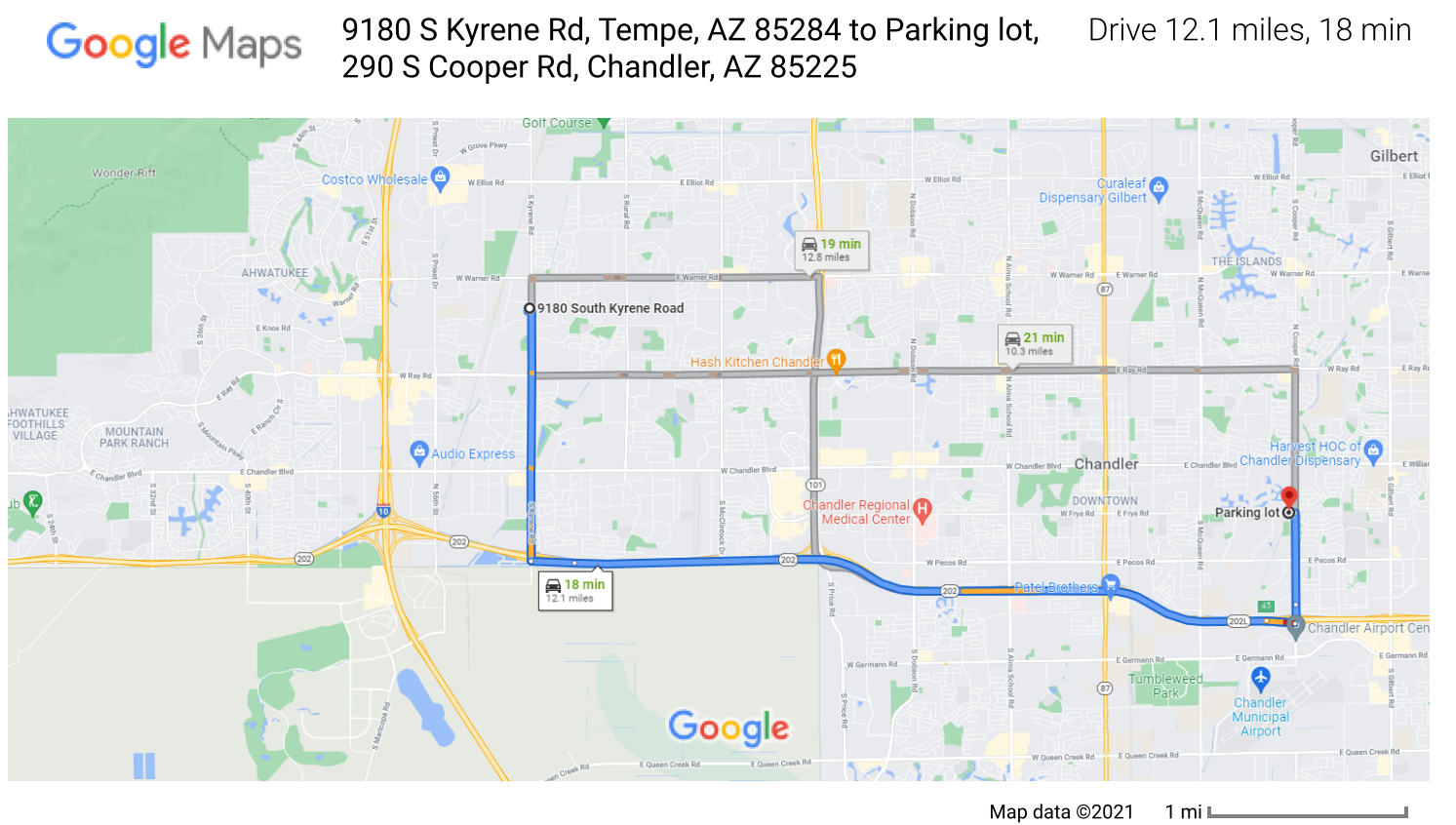
Francisco J. Garza, PE
Senior Geotechnical Engineer



Keith Dahlen, PE
Principal/Senior Geotechnical Engineer

y:\2021xxx - ty lin - frye road protected bike lane\scope and fee proposals\proposal\rev1\frye bike lanes_ethos
r1.docx

Enc: Workhours
 Derivation of Fee
 Mileage
 Subcontractor Quotes



9180 S Kyrene Rd

Tempe, AZ 85284

Get on AZ-202/AZ-202Loop E in Chandler from S Kyrene Rd

- ↑

1. Head south toward S Kyrene Rd

125 ft
- ↶

2. Turn left toward S Kyrene Rd

210 ft
- ↷

3. Turn right onto S Kyrene Rd

2.6 mi
- ⤴

4. Use the left 2 lanes to turn left to merge onto AZ-202/AZ-202Loop E

0.5 mi

Follow AZ-202/AZ-202Loop E to S Cooper Rd. Take exit 45 from AZ-202/AZ-202Loop E

- ⤴

5. Merge onto AZ-202/AZ-202Loop E

7.4 mi
- ↘

6. Take exit 45 for Cooper Rd

0.3 mi

Follow S Cooper Rd to Frye Rd.

3 min (1.2 mi)

-  7. Use the middle lane to turn left onto S Cooper Rd

 0.2 mi
-  8. Keep right to stay on S Cooper Rd

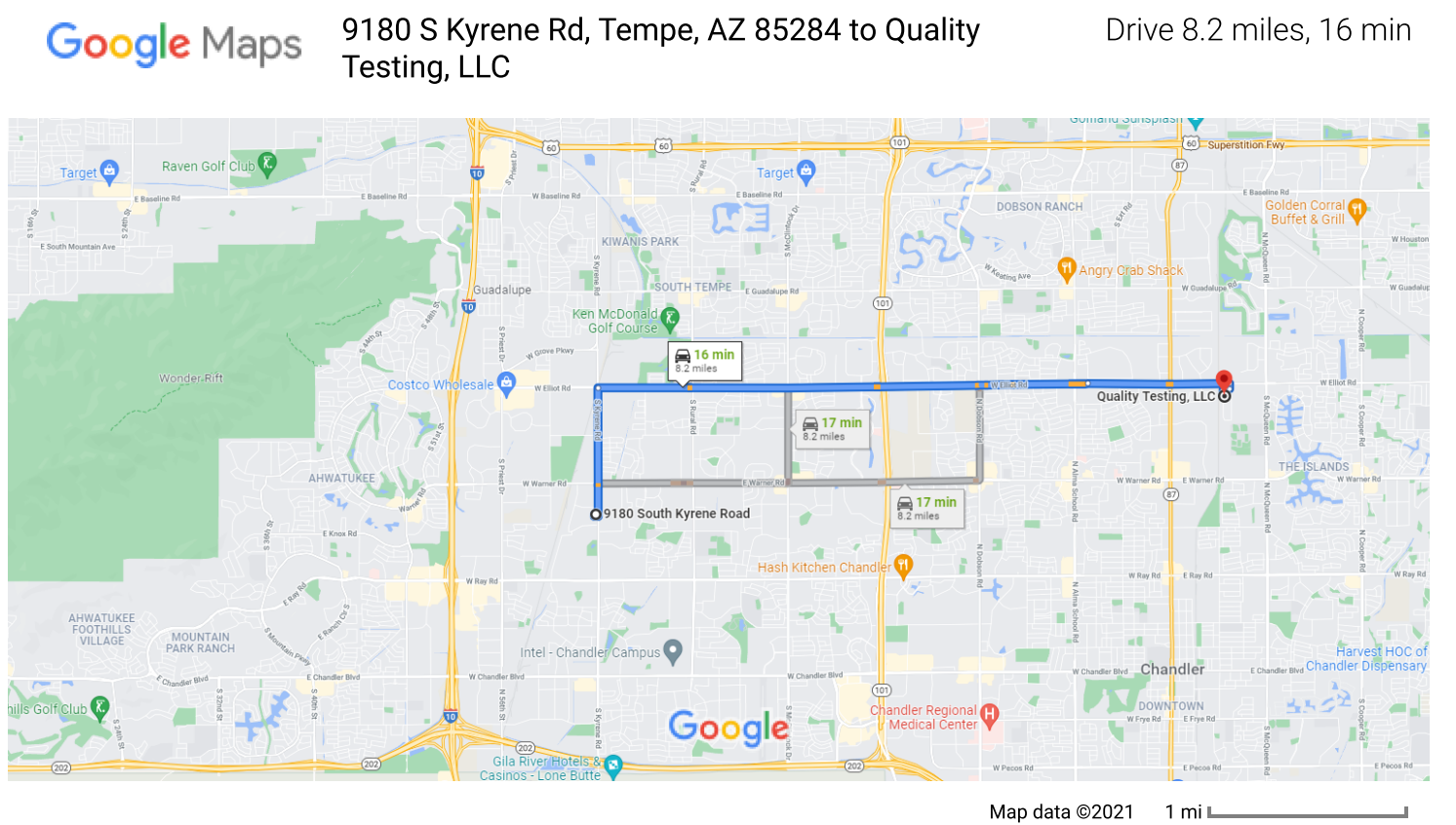
 1.0 mi
-  9. Turn left onto Frye Rd.

 341 ft

Parking lot

290 S Cooper Rd, Chandler, AZ 85225

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



9180 S Kyrene Rd
Tempe, AZ 85284

Continue to S Kyrene Rd

- ↑

1. Head south toward S Kyrene Rd

39 s (335 ft)
- ↶

2. Turn left toward S Kyrene Rd

125 ft
- ↶

2. Turn left toward S Kyrene Rd

210 ft

Take W Elliot Rd to S William Dillard Dr in Gilbert

- ↶

3. Turn left onto S Kyrene Rd

14 min (8.0 mi)
- ↷

4. Turn right onto W Elliot Rd

1.3 mi
- ↷

4. Turn right onto W Elliot Rd

5.1 mi
- ↷

5. Slight right to stay on W Elliot Rd

1.5 mi

Take Sierra Madre Ave to S Hamilton Pl

- ↷

6. Turn right onto S William Dillard Dr

39 s (0.2 mi)
- ↷

6. Turn right onto S William Dillard Dr

289 ft



7. Turn right onto Sierra Madre Ave

397 ft



8. Continue onto S Hamilton Pl



Destination will be on the left

371 ft

Quality Testing, LLC

175 S Hamilton Pl Bld 6, Ste 114, Gilbert, AZ 85233

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.



AROC 079441 / ADWR 498

Geomechanics Southwest, Inc.

5435 W. Mohave Street
Phoenix, Arizona 85043
602-252-0559
www.gsidrilling.com

Date: September 28, 2021
Proposal # [15121P]

Pancho Garza, PE

ethos

9180 S Kyrene Rd, #104

Tempe, AZ 85284

pgarza@ethosengineers.com

RE: Geotechnical Drilling - City of Chandler – Frye Road Protected Bike Lanes project

SCOPE:

- Provide a CME-75HT truck mounted drill and a two-man crew.
- Auger/sample eight (8) borings to 5-l.f. or refusal.
- GSI will provide 10-inch AC coring at 8 boring locations.
- GSI will Backfill borings with a composed mixture of cuttings and cement.
- GSI will patch bore using asphalt cold patch to mound over the cement/cutting mixture.
- GSI assumes all permits and traffic control will be handled by others.

We estimate completion time to be 2 days.

We at Geomechanics Southwest Inc., appreciate the opportunity to provide you with an estimate. If you have any questions, please don't hesitate to call or email us. We look forward to hearing from you soon.

Respectfully submitted by,

GEOMECHANICS SOUTHWEST, INC.

Mike Shelquist
Operations Manager – Phoenix

Copies (1) addressee
ethos 092821 Frye Road Protected Bike Lanes





3015 E Illini
Phoenix, AZ 85040
 602-243-1218
 Fax 602-243-3470

QUOTATION

Quote Date	Quote ID
9/13/2021	09132021DD4
Payment Terms	Net 30 Days

Valid Through: 10/13/2021

ETHOS ENGINEERING LLC

Accounts Payable
 9180 S KYRENE ROAD SUITE 104
 TEMPE, AZ 85284
 Phone: 480-203-9252

Job Location:

FRYE RD & ALMA SCHOOL RD
 Chandler
 Quote Created By: David Deanda
 Estimated Days: 2

Email: pgarza@ethosengineers.com

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
1 Man 1 Truck-TRAVEL TO JOB *	\$55.00	Per Hour	1	2	2	\$110.00
1 Man 1 Truck-LABOR *	\$55.00	Per Hour	6	2	12	\$660.00
1 Man 1 Truck-RETURN TO SHOP *	\$55.00	Per Hour	1	2	2	\$110.00
Arrow Board *	\$25.00	Per Day	1	2	2	\$50.00
Flags *	\$2.30	Per Each	18	1	18	\$41.40
Sandbags *	\$1.01	Per Each	62	1	62	\$62.62
Medium Sign *	\$0.84	Per Day	12	2	24	\$20.16
Small Sign *	\$0.64	Per Day	7	2	14	\$8.96
Sign Stand 4 ft *	\$0.60	Per Day	7	2	14	\$8.40
Sign Stand 6 ft *	\$0.60	Per Day	12	2	24	\$14.40
Type I Barricade *	\$0.50	Per Day	10	2	20	\$10.00
Vertical Panel Side VP *	\$0.50	Per Day	35	2	70	\$35.00

Note: The * indicates taxable items.

QUOTE- IS FOR RIGHT LANE OR LEFT LANE CLOSURE ON FRYE ROAD FROM ALMA SCHOOL RD. TO COOPER FOR WORK AREA OF 50FT. DRIVER WILL NEED TO CARRY EQUIPMENT FOR BOTH CLOSURES. AS THEY WILL SET UP STAND BY / PICKUP AND MOVE. CREW IS WORKING 6HR. SHIFTS.

EQUIPMENT	\$146.92
ONE TIME CHARGES	\$104.02
LABOR	\$880.00
SUBTOTAL	\$1,130.94
SALES TAX (7.8%)	\$88.21
QUOTE TOTAL	\$1,219.15
TOTAL PER DAY	\$553.51

Scope: The above quantities are estimated quantities based on information provided by the customer. Actual quantities used in the field will be billed on the customer invoice.

Included: Traffic Control TO INCLUDE:
 STATIONARY ROAD WORK AHEAD AND END ROAD WORK SIGNS
 STATIONARY ADVANCED WARNING SIGNS, DETOUR SIGNS, AND TYPE III BARRICADES WITH SIGNS.
 PORTABLE SIGNS WITH STANDS FOR LANE CLOSURE SETUPS PER SHEETS 29-53
 Traffic Control Plans

Excluded: State, City or County Permits or Fees.

Add'l Terms: Invoices are payable with Terms of Net 30 Days.

Any additional equipment added to the job site will be billed separately.

Roadsafe Traffic Systems Contractor License # 24899 L-05, 253153AE

<i>David DeAnda</i>	9/13/2021
David Deanda	Date
RoadSafe Traffic Systems, Inc.	

Accepted By:	
Signature	Date
Print Name	
Title	
Company	



Ethos Engineering, LLC
9180 S. Kyrene Road, Suite No. 104
Tempe, AZ 85284
Attn: Keith Dahlen, PE

September 28, 2021

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made on 13th day of September 2021, by and between QUALITY TESTING, LLC ("the Consultant") 175 S. Hamilton Place, Bldg 6, Ste 114, Gilbert, Arizona, 85233 and ETHOS ENGINEERING, LLC ("the Client"), 9180 S Kyrene Road, Suite 104, Tempe, AZ 85284;

WHEREAS, the Client desires to engage the Consultant to perform certain services under the terms of the Contract for **Frye Road Protected Bike Lanes-Laboratory Testing Project**:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter provided, the Client and the Consultant agree as follows:

- (1) Professional Services. The Consultant shall provide services as described herein:
The scope is generated and revised by client and Consultant will provide following laboratory testing:

- (2) Schedule. Once the samples are delivered to our laboratory, we will begin testing according to the testing schedule provided by client. A letter report with laboratory results will be provided within a week after completion of all the laboratory testing.

- (3) Compensation. For laboratory testing services a **fee of \$3,777.00** will be billed.

- (4) Additional Services. Consultant shall be compensated for all authorized Additional Services on the basis agreed upon either verbally or in writing at the time such Additional Services are requested. Any such services shall be billed in accordance with the QT FEE SCHEDULE in effect at the time that the services are requested.

- (5) Invoices. After completion of our services invoice will be sent to Client. Payment for each invoice shall be made to the Consultant within fourteen (30) days of the date upon which the invoice is received by the Client.

- (6) Contingent Payment. Payment from the Client to the Consultant is not contingent upon the Client being paid by any other party.

IN WITNESS WHEREOF, the Client and the Consultant have caused this instrument to be signed by their duly authorized officers on the day and year first above written.

CLIENT:
ETHOS ENGINEERING, LLC.

CONSULTANT:
QUALITY TESTING, LLC.

BY: _____

BY: Shekhar R. Shah

ITS: _____

ITS: Sr. Project Manager

APPENDIX G



September 15, 2021
Revised October 4, 2021

Chris Milner, PE, PTOE, RSP
T.Y. Lin International
1475 N. Scottsdale Rd. Suite 450
Scottsdale, AZ 85257

RE: City of Chandler Frye Road Protected Bike Lanes
EcoPlan Proposal No.: 21-01064

Dear Mr. Milner:

EcoPlan Associates, Inc. (EcoPlan) is pleased to submit this revised proposal for environmental services for the above-referenced project.

We have included a detailed scope of work, assumptions and cost estimate in this proposal for your review and approval. We estimate the cost of our services will be \$29,970.51. Invoices will be submitted monthly for work completed to date.

Please contact Jennifer Jennings at 480-733-6666, extension 126 or me at extension 124 if you have any questions. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Ashbeck", is positioned above the printed name.

Thomas C. Ashbeck
President/Director of Biological Resources

Enclosures: As noted



SCOPE OF WORK
City of Chandler Frye Road Protected Bike Lanes
EcoPlan Proposal No.: 21-01064

TASK 9.2: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

Overall project management of the work, internal assignment of tasks, quality control, scheduling, and ongoing coordination with the City of Chandler (City), the Arizona Department of Transportation (ADOT), and the project design team. Coordination time has also been included to coordinate with the Salt River Project (SRP) and the Bureau of Reclamation (BOR).

Task 9.2a: Public and Agency Scoping

EcoPlan will prepare scoping letters for agencies and non-governmental organizations with a potential interest in the project area. No more than fifteen (15) letters will be distributed in total. EcoPlan will provide draft scoping materials for review first by the design team and City representatives, followed by a courtesy review by ADOT. EcoPlan will distribute the agency letters by email, and will assist in the review of agency comments received and the preparation of written responses, as warranted. EcoPlan will provide copies of all scoping materials to the City and ADOT for the project files.

Task 9.2b: Biological Resources Evaluation

EcoPlan will prepare a Biological Evaluation Short Form (BESF) to determine the effects of the project on wildlife and plant species protected by the Federal Endangered Species Act (ESA) and special status species occurring in the project limits in Chandler, Arizona. EcoPlan will also conduct a comprehensive biological site survey to determine the presence of protected and special status species, protected migratory birds, and suitable habitats within the project limits. The BESF is a standardized form provided by ADOT, and will include a project description, a project map, results of the site surveys, and any appropriate conservation measures. The U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Conservation System and the Arizona Game and Fish Department Online Environmental Review Tool, provided by ADOT, will be used to identify natural resources of concern including federally protected species. Online receipts for these two resources and copies of scoping letters will be attached to the BESF.

Task 9.2c: Cultural Resource Report

EcoPlan will conduct a Class I records search of the entire Area of Potential Effects (APE). The records search will consist of consulting archaeological survey and site files of the Arizona State Museum at the Archaeological Records Office, the online AZSITE database, the ADOT Portal, records on file with the BOR, the online databases of the National Register of Historic Places and the Arizona Register of Historic Places, and early maps of the vicinity of the project area (e.g., General Land Office survey plats, historic U.S. Geological Survey topographic map, aerial photographs). The records search will include a 0.5-mile buffer area surrounding the project area and will determine if any previously recorded cultural resources exist within the project area and if the area has been previously studied. Because the APE will be largely confined to the roadway prism and the natural ground surface throughout the APE has been obscured by modern development, a Class III archaeological survey is not recommended.

To document the findings of the Class I records search, a Survey Report Summary Form (SRSF) will be submitted to the City, the ADOT EP Historic Preservation Team (HPT) representative, and BOR for review and will be revised by EcoPlan as needed. EcoPlan will also submit final copies of the report and any



required associated documentation to the City, ADOT, and BOR. This scope of work includes preparation of one (1) report that will be submitted to ADOT and SRP/BOR that covers the entire project area; it does not include the preparation of separate reports for each agency.

Task 9.2d: PISA, LBP/ACM Testing and Report

On behalf of EcoPlan, our subconsultant, Archaeological Consulting Services (ACS), will prepare a Preliminary Initial Site Assessment (PISA), and Lead-based Paint (LBP) and Asbestos-containing Material (ACM) testing and associated reporting. A cost and detailed scope of work for this task from ACS has been included in this proposal.

Task 9.2e: Other NEPA Related Support

EcoPlan will identify resources in the project vicinity that are potentially protected under the U.S. Department of Transportation, Section 4(f), and verify whether the project will require a “use” of any of these resources. EcoPlan will also identify the *Officials With Jurisdiction* for each of these resources and provide these names and contact information to ADOT Environmental Planning (EP). ADOT EP will complete a Section 4(f) evaluation, if warranted. EcoPlan will assist the City in obtaining an environmental clearance from ADOT for geotechnical testing and potholing for utilities, including completing a separate BESF for the bore locations.

Per discussions with Sarah Karasz, ADOT NEPA Planners, ADOT maintains the NEPA Clearance and CE process in-house for self-certified agencies. As a self-certified agency, the City of Chandler can provide ADOT with a list of mandates that they would like included in the clearance. ADOT automatically includes all of the Federal mandates, but if Chandler had a local mandate, for instance a mandate to protect visual resources, they would include that in the clearance. Additionally, as a self-certifying agency, any reference in mitigation measures to contact ADOT if a (i.e.,) cultural resource was unearthed during construction, would be replaced with the local contact.



ASSUMPTIONS

City of Chandler Frye Road Protected Bike Lanes

EcoPlan Proposal No.: 21-01064

Assumptions used to generate this scope of work and cost estimate are summarized below. Should additional services be required that are not described in this scope of work, EcoPlan will provide a supplemental scope and cost.

- No more than fifteen (15) scoping letters will be mailed to agencies and emergency responders.
- If necessary, rights of entry will be provided by others in time for the site visit.
- A BESF will suffice for ESA compliance.
- ESA Section 7 consultation with the USFWS will not be required.
- Species-specific protocol surveys will not be required.
- The BESF will only provide a general analysis of native plants and noxious and invasive plants occurring in the project limits.
- A separate BESF for geotechnical clearance will be required.
- No permits will be required.
- The Class I records search will include a standard 0.5-mile buffer area.
- A Class III survey will not be required.
- Our subconsultant, ACS, will prepare a PISA, and LBP and ACM testing and associated reporting. A cost and detailed scope of work from ACS has been included in this proposal.
- No quantitative noise or air analysis is required.
- ADOT will complete a Categorical Exclusion and Environmental Clearance in-house.
- A wetlands delineation will not be required.
- A Section 404 Individual Permit will not be required.
- All deliverables will be limited to one round of revisions based on concurrent comments from the City, ADOT, and BOR.
- All deliverables will be submitted electronically.



Archaeological Consulting Services – A Commonwealth Company
424 West Broadway Road, Tempe, AZ 85282-1339
(480) 894-5477

September 10, 2021
ACS Proposal No. AZ-0203

Ms. Jennifer Jennings
Environmental Planner
EcoPlan Associates, Inc.
701 W. Southern Ave., Suite 203
Mesa, AZ 85210

RE: Hazardous Materials Scope and Fee
Frye Road Bicycle Lanes
Chandler Project No.: ST2106.201
ADOT Project No.: T0317 03D
Federal Project No.: CHN-0(250)D

Dear Ms. Jennings:

Thank you for contacting Archaeological Consulting Services, Ltd. (ACS) regarding the above-referenced project. ACS understands that this project involves the completion of a Preliminary Initial Site Assessment (PISA) report and an asbestos-containing material (ACM) and lead-based paint (LBP) sampling report in support of a City of Chandler Frye Road bicycle lane project. The project is located along a 2.5-mile section of Frye Road starting near the Paseo Trail intersection, then proceeding west and ending near San Marcos Elementary School, in Chandler, Maricopa County, Arizona.

ACS' hazardous materials scope of work for the project will consist of the tasks listed below. ACS based the following on previously completed projects of a similar size and construction scope of work.

- Review the Arizona Department of Environmental Quality (ADEQ) eMaps websites and US Environmental Protection Agency's (EPA's) NEPAAssist and Enforcement Compliance History Online (ECHO) websites for the project limits and a surrounding area of approximately 0.25 mile;
- Review the Arizona Department of Water Resources (ADWR) Well Registry website for the project limits and immediate vicinity;
- Conduct a site visit to review the project limits and collect samples for ACM and LBP analysis from components likely to be impacted by project construction, including roadway striping paint, sidewalks, curbs, median, and Americans with Disabilities Act (ADA) pads. The number of ACM and LBP samples included in this cost is based on information provided by EcoPlan, and a review of Google Earth imagery;
- Prepare, edit, and submit a PISA report, and a separate ACM and LBP sampling report; and
- Project supervision and administrative tasks.

The draft report will be sent to EcoPlan and the City of Chandler for review, and any comments arising from the review will be addressed in a revised report. The revised report will be provided for submittal to the Arizona Department of Transportation (ADOT). Any comments arising from the agency reviews will be incorporated into a final report.

Cost Estimate and Schedule

The lump sum cost for the project as scoped above is **\$6,984.90**. This cost estimate is based upon the following assumptions:

- While the report will be provided to the City of Chandler for review, the approval of the PISA and sampling report's technical components will be completed by ADOT;
- A separate PISA report and site visit for geotechnical clearance is not included in this cost estimate;
- Clearance of staging and/or stockpiling locations outside of the project limits provided by EcoPlan is not included in this cost estimate; and
- Project area maps and a written project description for ACS' report will be supplied by EcoPlan.

If these assumptions are exceeded, a cost amendment may be necessary to complete the project. Before ACS can begin work, a written notice to proceed (NTP) is required.

Assuming the above parameters, the project will take approximately 8 weeks to complete from NTP and receipt of project area maps and a written project description.

Thank you for allowing ACS to provide EcoPlan with our hazardous materials services. If you have any questions or require additional information regarding this scope and cost, please contact me at your convenience.

Sincerely,



Amber Huntoon-Colvin, M.S.
Environmental Scientist

ST2106: Frye Road Protected Bike Lanes

Scope of Work

Sam Schwartz will provide independent bikeway review and oversight. As part of these services, initial consultation and review of proposed design concept will be provided. Sam Schwartz will provide a peer review of paving plans and of striping & signing plans at 15%, 30%, and 60%.



October 4, 2021 *revised*

Chris Milner, PE, PTOE, RSP
T.Y. Lin International
1475 N Scottsdale Rd, Suite 450
Scottsdale, AZ 85257
480-829-6000 office
480.968.8814 main
480.333.4152 direct
christopher.milner@tylin.com

Subject: City of Chandler ST2106: Frye Road Protected Bike Lanes– Design Services

Dear Mr. Milner

Y2K Engineering, LLC. appreciates the opportunity to submit our proposal for design services for the City of Chandler ST2106: Frye Road Protected Bike Lanes project. Our fee to provide these services is based on discussions with you and the scope of work enclosed.

We look forward to the successful project and continuing our professional relationship with T. Y. Lin International.

If you have any questions or need additional information, please contact me at (602) 837-4968.

Sincerely,

Y2K Engineering, LLC.

A handwritten signature in blue ink that reads 'Yung Koprowski'.

Yung Koprowski, PE, PTOE, RSP₂
Principal

Exhibit A: Scope of Work

cc: Keith Koprowski, PFile





EXHIBIT A – SCOPE OF WORK (SOW)

Y2K Engineering, LLC. shall herein be referred to as **Designer** and **T.Y. Lin International** shall herein be referred to as **Prime**.

1. **Purpose and Objective:**

The City of Chandler (City) has asked the Prime to design and prepare construction documents consisting of improving Frye Road to provide protected bike lanes from ½ mile west of Arizona Avenue to Paseo Trail (Consolidated Canal). Improvements include protected bike lanes via raised median; raised concrete bike lanes to match existing sidewalk grade; curb, gutter, sidewalk, and driveway reconstruction at selection locations; landscaping at Chandler Paseo Trail; and traffic signal equipment relocation and upgrades.

This project will be constructed using the Design, Bid, Build construction delivery method and federal funding is anticipated.

2. **Project Tasks**

Designer will take the surveyed base file, obtained by the Prime, and convert relevant information to City approved layers within traffic signal, roadway lighting and signing/pavement marking designs.

Task 3 – Progress Meetings

3.1 Monthly Progress Meetings

Prime will conduct a project kick-off meeting with City staff and key stakeholders identified by the City. The meeting will discuss the project scope, goals, concerns, opportunities, deliverables and schedule. Designer will attend the project kick-off meeting. Designer anticipates one (1) person attending the kick-off meeting.

Designer will confer with the Prime on a regular basis via teleconference to review the project progress and solicit directions. Meeting minutes will be completed and published by the Prime and will include issues identified and action items.

Task 10 – Plans, Specifications and Estimates

Task 10.1C: Traffic Signal Plans

1. Traffic Signal Upgrades

a. Designer shall perform a site visit and document to the extent possible the equipment and conditions related to the existing traffic signals, traffic control equipment, etc.

b. Designer shall prepare traffic signal plans for Frye Road and McQueen Road. A preliminary traffic signal layout will be prepared and submitted at 30%. Full plan set will be completed, including removals, new and relocated pole locations at the 60%, 100%, and Final plan stages. Traffic Signals will be designed in accordance with City of Chandler TDM #5. The Traffic Signal Plans shall be (1" = 20'). and include:

- i. Overall Intersection Plan
- ii. Foundation Plan



- iii. Equipment Plan
- iv. Pole Schedule
- v. Conductor Schedule
- vi. ADA Ped Push-Button Corner Details
- vii. Coordination with SRP – Designer will coordinate with SRP for electrical service needs for new signals. Designer will also prepare a service request letter for the City of Chandler.

Task 10.1D: Street Light Plans

1. Designer shall perform an existing lighting analysis and design street lighting along Frye Road within the project limits in accordance with applicable City of Chandler Streetlight Technical Design Manual (TDM) #6 updated January 2020.
2. Designer shall review the existing street lighting plans and as-builts for Frye Road and the adjacent developments within the project limits. The plans and as-builts shall be provided by the CITY. Designer shall perform a site visit and document to the extent possible the equipment and conditions related to the existing street lighting, the existing lighting control equipment, existing underground conduit and conductor routes.
3. Designer shall coordinate lighting design with Arizona Public Service (APS) and Salt River Project (SRP) to define power sources (if needed) to serve the additional lighting system and resolve any potential conflicts for new streetlight locations.
4. Designer shall provide a computer-generated point-to-point foot-candle grid for Frye Road within the project limits and submit documents to CITY for approval as exhibits along with the 60% and 90% submittals. It is assumed that the street lighting shall be based on City of Chandler illumination standards found in Technical Design Manual #6 (January 2020) utilizing one of the three City approved LED light fixtures.
5. Designer shall prepare street lighting plans for approximately two and a half (2.5) miles, as necessary, including new and relocated pole locations at the 60%, 90%, and final plan stage. The streetlight design shall conform to the latest standards as defined by the Technical Design Manual #6 to maintain aesthetic conformity. The first existing streetlight on each side of the roadway beyond the limit of the paving shall be shown on the plans. Existing streetlights within the project limits will be evaluated and replaced, as necessary, to conform to the Technical Design Manual #6. Any existing streetlights that are currently HPS shall be replaced with LED fixtures. The Lighting Plans shall be (1"=40' scale) and consist of the following:
 - a. Street lighting general notes and key map
 - b. Street lighting plans, double stacked views, showing pole locations with station and offset
6. Designer shall reference the TDM #6 standard details and drawings for the following:
 - a. Pole Assembly Detail (Pole, foundation, mast arm)
 - b. Junction Box detail
 - c. Trench detail
 - d. Connection details
7. APS and SRP shall be responsible for providing detail drawings for the electrical details



(Control center, wiring schematic, and cable schedule) within their respective jurisdiction. These items on drawings prepared by SRP shall be accounted for in project specifications and engineer's estimate.

Task 10.1E: Striping and Signing Plans

1. Designer shall design the Signing and Striping Design Plans.
2. Designer shall provide preliminary striping layout for this project at the 15% plan stage, from the Project Assessment. 15% design will be shown on the Roadway Plan sheets, without separated signing and striping sheets at this stage.
3. Designer shall prepare Signing and Striping Design Plans at the 30%, 60%, 100%, and Final plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale and shall include the following sheets:
 - a. General Striping Notes Sheet (including striping quantities) – 1 sheet
 - b. Striping and Signing Plan Sheets – 7 sheets
 - c. Striping and Signing Details Sheet – 1 sheet

Task 10.2: Specifications

1. Designer will prepare special provisions for the 60%, and 100% traffic signal, pavement markings, signs, and roadway lighting designs.

Task 10.3 Cost Estimates

1. Designer will prepare cost estimates for the 30%, 60%, and 100% traffic signal, pavement markings, signs, and roadway lighting designs.

Deliverables

The following items will be delivered to the Prime:

30% Plans

- 1 electronic plan set in portable document format (PDF)
- Plan Sheets (includes Notes, Plans, and Detail Sheets)
- 1 electronic copy of the Opinion of Probable Cost in Microsoft (MS) Excel format

60% Plans

- 1 electronic plan set in portable document format (PDF)
- Plan Sheets (includes Notes, Plans, and Detail Sheets)
- 1 electronic copy of the Opinion of Probable Cost in Microsoft (MS) Excel format

100% Plans

- 1 electronic plan set in portable document format (PDF)
- Plan Sheets (includes Notes, Plans, and Detail Sheets)
- 1 electronic copy of the Opinion of Probable Cost in Microsoft (MS) Excel format
- 1 electronic copy of Special Provisions in MS Word format

Final Plans (Sealed)

- 1 electronic plan set in portable document format (PDF)



- Plan Sheets (includes Notes, Plans, and Detail Sheets)
- 1 electronic copy of the Opinion of Probable Cost in Microsoft (MS) Excel format
- 1 electronic copy of Special Provisions in MS Word format

Schedule

Designer will begin work immediately on notice to proceed from Prime and when topographic base files and as-builts are provided and will incorporate its schedule with that of the City and Prime.

Assumptions and Exceptions

The following assumptions were used in preparing this scope of services and fee proposal:

- City will provide existing as-builts within the project limits.
- Prime will provide an electronic base plan of the project corridor.
- The traffic design plans will be included in the overall design plan set.
- All plan submittals will be in electronic PDF format. No costs for printing or shipping of submittals are included in this proposal.
- No utility coordination or relocation design is included in this scope of services. Prime will provide utility information to the Designer for the lighting and traffic signal tasks.
- Right of way documentation, coordination and any necessary legal descriptions will be performed by the Prime.
- Any permits are the responsibility of the Prime. Designer shall not provide any environmental or permitting services as part of this scope of work.
- No creation of a bill of materials.
- No preparation of shop drawings.
- No value engineering study or analysis.
- No post design services.

Additional Items:

Additional meeting attendance (including additional comment resolution meetings), if requested by the City, plan submittals, utility coordination, overhead utility clearance, changes to the traffic engineering plans based on changes to the project limits, additional plan sheets, final records and draft record drawings to show construction changes, or items not specifically outlined in this scope of services will require a separate fee negotiation.

3. Payments:

Designer shall invoice the Prime monthly based on the hourly rates provided in Exhibit B.

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT B1 - FEE

TASK DESCRIPTION		SUBTOTAL
TASK 1 - DATA COLLECTION		\$ 920.11
As-Built & Past Report Research	\$ 560.12	
Utility Data Collection - Collect and Log As-Built	\$ 359.99	
TASK 2 - PUBLIC UTILITY COORDINATION		
TASK 2.1 - UTILITY COORDINATION		\$ 8,757.26
Develop and Maintain Utility Inventory and Conflict Log	\$ 1,043.76	
Utility Coordination Meetings - up to six (6)	\$ 1,833.50	
Utility Coordination Meeting Notes	\$ 1,233.11	
Utility Land Coordination Meetings - up to two (2)	\$ 400.26	
Utility Land Coordination Meeting Notes	\$ 400.26	
Review Prior Rights Documentation (Up to 3 reviews)	\$ 832.85	
Utility Notification Letters (30%, 60%, 95%)	\$ 674.30	
Individual Utility Field Meetings - up to two (2)	\$ 400.26	
Utility Coordination Meeting Notes	\$ 400.26	
Prepare CADD files to Transmit to Utilities	\$ 316.36	
Field Review	\$ 1,222.34	
See Subconsultant - UPRR Coordination - RailPros (Appendix A)		
TASK 2.2 - UTILITY LOCATING & VERIFICATION		\$ 3,825.67
Prepare Utility Base File	\$ 2,781.91	
Pothole Coordination - Develop Pothole List	\$ 1,043.76	
See Subconsultant - Utility Locating - Cobb, Fendley & Associates (Appendix B)		
TASK 2.3 - UTILITY STRIP MAP		\$ 1,280.11
Utility Strip Map	\$ 1,280.11	
TASK 2.4 - UTILITY RELOCATION DESIGN COORDINATION		\$ 1,542.07
Review Utility Relocation Plans (up to 2 Reviews)	\$ 621.95	
Prepare Base Map for Utility Relocations	\$ 920.12	
TASK 2.5 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS		\$ 740.12
Prepare Utility Clearance Letter	\$ 740.12	
TASK 3 - PROGRESS MEETINGS		\$ 12,856.08
Monthly Progress Meetings (16 Mtgs) (Includes Comment Resolution Mtgs)	\$ 3,055.84	
Monthly Phone Call Update Meetings (16 Mtgs)	\$ 2,444.67	
Prepare Meeting Agenda/Exhibits/Handouts	\$ 2,055.19	
Meeting Notes	\$ 2,055.19	
Summary of Comments for Comment Resolution Mtgs	\$ 1,644.15	
Maintain Action Item Log	\$ 1,601.04	
TASK 4 - PUBLIC & STAKEHOLDER MEETINGS		\$ 10,478.16
Attend Public Meeting	\$ 1,833.50	
Develop Display Boards & Handouts	\$ 1,120.25	
Stakeholder Meetings (8 Mtgs)	\$ 3,202.08	
Prepare Meeting Agenda/Exhibits/Handouts	\$ 1,520.51	
Meeting Notes	\$ 1,601.04	
Prepare for & Attend Transportation Commission/Council Meetings (3 Mtgs)	\$ 1,200.78	
See Subconsultant - Renderings - J2 Design		
See Subconsultant Attendance - Traffic Engineer - Y2K Engineering		
See Subconsultant - Public and Stakeholder Meetings - MakPro		
TASK 5 - PROJECT MANAGEMENT		\$ 16,761.42
Monthly Progress Reports	\$ 1,801.17	
Budget Monitoring/Setup/Insurance/Invoicing/Federal Reporting	\$ 473.44	
Contract Management (18 Months)	\$ 2,274.61	
Develop/Maintain Project Design Schedule	\$ 1,801.17	
Design Quality Control Plan	\$ 800.52	
QA/QC at each Stage Deliverable	\$ 7,809.34	
Manage Sub-Consultants	\$ 1,801.17	
TASK 6 - DESIGN SURVEY		\$ 449.99
Develop Survey Request	\$ 90.00	
Review and Update Topo Survey CAD Files	\$ 359.99	
See Subconsultant - Control & Topo Survey - TRACE Consulting		
TASK 7 - RIGHT-OF-WAY COORDINATION		\$ -
See Subconsultant - Right-of-Way Legal Descriptions - TRACE Consulting		
See Subconsultant - Right-of-Way Acquisition Services - CEI Engineering		
TASK 8 - GEOTECHNICAL		\$ 210.91
Coordinate Geotechnical Boring Plan	\$ 210.91	
See Subconsultant - Geotechnical Engineering - Ethos Engineering		
TASK 9 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE		\$ 621.95
Develop Environmental Clearance Footprint and Scope of Work	\$ 621.95	
See Subconsultant - EcoPlan		

TASK 10 - PLANS, SPECIFICATIONS, & ESTIMATES		
TASK 10.1A - PAVING PLANS		\$ 77,141.75
ADOT Project Assessment & 15% Plans	\$ 8,800.91	
Cover Sheet(1 Sht)	\$ 465.45	
General Notes & Legend (2 Shts)	\$ 465.45	
Standard Sections Sheets (3 Shts)	\$ 3,425.41	
Special Details Sheets (3 Shts)	\$ 10,707.67	
Geometric Control Sheet (1 Sht)	\$ 930.90	
Civil Plans Keymap (1 Sht)	\$ 930.90	
Paving Plan Shts (1"=20' Scale) (27 Shts)	\$ 30,218.23	
Paving Profile Shts (1"=20' Scale) (27 Shts)	\$ 15,509.37	
Driveway Half Plan/Half Profile Sheets (4 Per Sheet) (4 Shts)	\$ 5,687.46	
TASK 10.1B - DRAINAGE PLANS		\$ 33,409.39
Field Visit	\$ 1,202.75	
Pavement Hydrology	\$ 7,661.35	
Catch Basin/Scupper Hydraulics	\$ 4,596.81	
Storm Drain Hydraulics	\$ 3,064.54	
Storm Drain Lateral Profiles (1 Sht)	\$ 2,103.17	
Drainage Details (1 Sht)	\$ 2,884.98	
Draft Drainage Report	\$ 7,941.96	
Respond to Comments	\$ 1,532.27	
Draft Final Drainage Report	\$ 827.71	
Respond to Comments	\$ 766.14	
Final Drainage Report	\$ 827.71	
TASK 10.1C - TRAFFIC SIGNAL PLANS		\$ -
See Subconsultant Traffic Engineer - Y2K Engineering	\$ -	
TASK 10.1D - STREET LIGHT PLANS		\$ -
See Subconsultant Traffic Engineer - Y2K Engineering	\$ -	
TASK 10.1E - STRIPING & SIGNING PLANS		\$ -
See Subconsultant Traffic Engineer - Y2K Engineering	\$ -	
TASK 10.1F - LANDSCAPE & IRRIGATION PLANS		\$ -
See Subconsultant Landscape Architect - J2 Design	\$ -	
TASK 10.1G - EROSION & SEDIMENT CONTROL PLANS		\$ -
See Subconsultant Landscape Architect - J2 Design	\$ -	
TASK 10.1H - CONSTRUCTION SCHEDULE		\$ 621.95
Develop Construction Schedule/Critical Construction Milestones	\$ 621.95	
TASK 10.2 - SPECIFICATIONS		\$ 4,575.31
Technical Specifications (60%, 95%, 100%, Final)	\$ 4,175.05	
Review and Update General Conditions/Contract/Specifications (100% & Final)	\$ 400.26	
TASK 10.3 - COST ESTIMATES		\$ 8,364.60
Quantities/Estimate (15%, 30%, 60%, 95%, 100%, Final)	\$ 8,364.60	
TASK 10.4 - MATERIALS QA PLAN		\$ 2,077.73
Materials QA Plan	\$ 2,077.73	
TASK 11 - SUBMITTALS		\$ 2,137.38
15% (Project Assessment) Submittal Coordination	\$ 305.34	
30% Submittal Coordination	\$ 305.34	
60% Submittal Coordination	\$ 305.34	
95% Submittal Coordination	\$ 305.34	
100% Submittal Coordination	\$ 305.34	
ADOT Obligation Coordination	\$ 305.34	
Final Submittal Coordination	\$ 305.34	
TASK 12 - POST DESIGN SERVICES		\$ 3,022.30
Pre-Bid Meeting	\$ 400.26	
Addenda Preparation	\$ 2,622.04	
SUBTOTAL DIRECT LABOR		\$ 189,794.26

SUBCONSULTANTS TASKS	
TASK 3.1 - MONTHLY PROGRESS MEETINGS	
Landscape Architect Progress Meetings Attendance - See Appendix C	\$ 1,485.00
TASK 3.1 - MONTHLY PROGRESS MEETINGS	
Public Outreach Kickoff Meeting Attendance - See Appendix D	\$ 220.00
TASK 3.1 - MONTHLY PROGRESS MEETINGS	
Traffic Engineer Kickoff Meeting Attendance - See Appendix I	\$ 220.00
TASK 4.1 - PUBLIC MEETINGS	
Landscape Architect Display Boards and Attendance - See Appendix C	\$ 2,256.00
TASK 4.1 - PUBLIC MEETINGS	
Public Meetings - See Appendix D	\$ 7,380.00
TASK 4.2 - STAKEHOLDER MEETINGS	
	\$ 3,800.00

Public Meetings - See Appendix D			
TASK 6 - DESIGN SURVEY			\$ 31,375.30
	Task 6.1: Ground Survey	\$	6,529.40
	Task 6.2: Topographic Survey	\$	20,206.04
	Task 6.3: Benchmarks	\$	1,123.08
	Task 6.4: Aerial Orthographics	\$	3,516.78
TASK 8 - GEOTECHNICAL ENGINEERING			\$ 17,624.19
Geotechnical Engineering - See Appendix E			
TASK 9 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE			\$ 29,970.51
	Task 9.2a: Public and Agency Scoping - See Appendix G	\$	5,128.07
	Task 9.2b: Biological Resources Evaluation - See Appendix G	\$	5,683.02
	Task 9.2c: Cultural Resource Report - See Appendix G	\$	6,530.74
	Task 9.2d: PISA, LBP/ACM Testing and Report - See Appendix G	\$	6,984.90
	Task 9.2e: Other NEPA Related Support - See Appendix G	\$	5,643.78
TASK 10.1 - PLANS			\$ 7,981.61
Independent Bikeway Review and Oversight - See Appendix H			
TASK 10.1E - STRIPING AND SIGNING PLANS			\$ 46,820.00
Striping and Signing Plans - See Appendix I			
TASK 10.1F - LANDSCAPE & IRRIGATION PLANS			\$ 91,688.00
Landscape & Irrigation Plans - See Appendix C			
TASK 10.2 - SPECIFICATIONS			\$ 2,826.00
Landscape, Irrigation, and Erosion and Sediment Control Technical Specifications - See Appendix C			
TASK 10.2 - SPECIFICATIONS			\$ 2,180.00
Traffic Technical Specifications - See Appendix I			
TASK 10.3 - COST ESTIMATES			\$ 2,697.00
Landscape, Irrigation, and Erosion and Sediment Control Cost Estimates - See Appendix C			
TASK 10.3 - COST ESTIMATES			\$ 4,480.00
Traffic Cost Estimates - See Appendix I			
TASK 12 POST DESIGN SERVICES			\$ 253.00
Landscape Architect Pre-Bid Meeting Attendance - See Appendix C			
		SUBTOTAL SUBCONSULTANTS	\$ 253,256.61
OWNER'S ALLOWANCE			\$ 223,166.76
	General Owner's Allowance	\$	60,000.00
	Floodplain Coordination Allowance	\$	34,500.00
	General Expenses	\$	500.00
TASK 2.1 - UTILITY Coordination			
	UPRR Coordination - See Appendix A	\$	8,750.00
TASK 2.2 - UTILITY LOCATING AND VERIFICATION			
	Utility Potholing - See Appendix B	\$	26,150.00
TASK 4.1 - PUBLIC MEETINGS			
	Public Meeting #2 - See Appendix D	\$	7,380.00
TASK 7 - RIGHT-OF-WAY COORDINATION			
	ROW Strip Map, Legal Descriptions, and Stake ROW - See Appendix E	\$	23,253.76
TASK 10.1C - PLANS			
	Traffic Signal Plans - See Appendix I	\$	19,010.00
TASK 10.1D - STREET LIGHT PLANS			
	Street Light Plans - See Appendix I	\$	24,370.00
TASK 10.1G - EROSION & SEDIMENT CONTROL PLANS			
	Erosion & Sediment Control Plans - See Appendix C	\$	19,253.00
		TOTAL CONTRACT FEE - NOT TO EXCEED	\$ 666,217.63

Exhibit B2-Summary of Consultant's Compensation

CONTRACT LABOR				
<u>Classification</u>	<u>Man Hours</u>		<u>Billable Rates</u>	<u>Labor Costs</u>
Sr Project Manager/Professional II	200	\$	73.16	\$ 14,632.00
Senior Professional I	81	\$	71.37	\$ 5,780.97
Professional	394	\$	38.55	\$ 15,188.70
Analyst	947	\$	32.90	\$ 31,156.30
Designer	40	\$	45.88	\$ 1,835.20
Administrative	41	\$	19.23	\$ 788.43
			Total Direct Labor	\$ 69,381.60
	Overhead Rate	148.447%	Total Labor and Overhead	\$ 172,376.50
	Fixed Capital Cost of Money	0.095%	Fixed Capital Cost of Money	\$ 163.76
	Fixed Fee	10%	Net Fee (Subtotal x % Fixed Fee)	\$ 17,254.03
			Subtotal Contract Labor	\$ 189,794.29

DIRECT AND OUTSIDE EXPENSES	
<u>General Expenses</u>	\$ 500.00
Subtotal Direct & Outside Expenses	\$ 500.00

SUBCONSULTANT FEE		
<u>Subconsultant</u>	<u>Task</u>	<u>Fee</u>
	Landscape Architecture	\$ 101,205.00
	Traffic Engineering	\$ 53,700.00
	Survey	\$ 31,375.30
	Geotechnical Engineering	\$ 17,624.19
	Environmental Documentation and Clearance	\$ 29,970.51
	Public Involvement	\$ 11,400.00
	Independent Bikeway Review & Oversight	\$ 7,981.61
	Subtotal Subconsultant Fee	\$ 253,256.61

ALLOWANCES		
<u>Owners Allowances</u>	<u>Task</u>	
	General Owner's Allowance	\$ 60,000.00
	UPRR Coordination	\$ 8,750.00
	Utility Potholing	\$ 26,150.00
	Public Meeting #2	\$ 7,380.00
	Right-of-Way Coordination	\$ 23,253.76
	Traffic Signal Plans	\$ 19,010.00
	Street Light Plans	\$ 24,370.00
	Erosion & Sediment Control Plans	\$ 19,253.00
	Floodplain Coordination Allowance	\$ 34,500.00
	Subtotal Owners Allowance	\$ 222,666.76

TOTALS

Subtotal Contract Labor	\$ 189,794.29
Direct & Outside Expenses	\$ 500.00
Subtotal Subconsultants	\$ 253,256.61
Total Contract Fee	\$ 443,550.90
Subtotal Allowances	\$ 222,666.76
Total Contract Fee & Allowances	\$ 666,217.66

EXHIBIT B3

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 73.16	\$ 71.37	\$ 38.55	\$ 32.90	\$ 45.88	\$ 19.23	\$ -
TASK 1 - DATA COLLECTION	\$ 336.36	1			8			9
As-Built & Past Report Research	\$ 204.76	1			4			5
Utility Data Collection - Collect and Log As-Built	\$ 131.60				4			4
TASK 2 - PUBLIC UTILITY COORDINATION	\$ 5,902.09	30		52	50		3	135
TASK 2.1 - UTILITY COORDINATION	\$ 3,201.33	24		36			3	63
Develop and Maintain Utility Inventory and Conflict Log	\$ 381.56	1		8				9
Utility Coordination Meetings - up to six (6)	\$ 670.26	6		6				12
Utility Coordination Meeting Notes	\$ 450.78	3		6				9
Utility Land Coordination Meetings - up to two (2)	\$ 146.32	2						2
Utility Land Coordination Meeting Notes	\$ 146.32	2						2
Review Prior Rights Documentation (Up to 3 reviews)	\$ 304.46	1		6				7
Utility Notification Letters (30%, 60%, 95%)	\$ 246.50	1		3			3	7
Individual Utility Field Meetings - up to two (2)	\$ 146.32	2						2
Utility Coordination Meeting Notes	\$ 146.32	2						2
Prepare CADD files to Transmit to Utilities	\$ 115.65			3				3
Field Review	\$ 446.84	4		4				8
See Subconsultant - UPRR Coordination - RailPros (Appendix A)	\$ -							
TASK 2.2 - UTILITY LOCATING & VERIFICATION	\$ 1,398.52	2		12	24			38
Prepare Utility Base File	\$ 1,016.96	1		4	24			29
Pothole Coordination - Develop Pothole List	\$ 381.56	1		8				9
See Subconsultant - Utility Locating - Cobb, Fendley & Associates (Appendix B)	\$ -							
	\$ -							
TASK 2.3 - UTILITY STRIP MAP	\$ 467.96	1			12			13
Utility Strip Map	\$ 467.96	1			12			13
	\$ -							
TASK 2.4 - UTILITY RELOCATION DESIGN COORDINATION	\$ 563.72	2		4	8			14
Review Utility Relocation Plans (up to 2 Reviews)	\$ 227.36	1		4				5
Prepare Base Map for Utility Relocations	\$ 336.36	1			8			9
	\$ -							
TASK 2.5 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS	\$ 270.56	1			6			7
Prepare Utility Clearance Letter	\$ 270.56	1			6			7
TASK 3 - PROGRESS MEETINGS	\$ 4,699.70	40		46				86
Monthly Progress Meetings (16 Mtgs) (Includes Comment Resolution Mtgs)	\$ 1,117.10	10		10				20
Monthly Phone Call Update Meetings (16 Mtgs)	\$ 893.68	8		8				16
Prepare Meeting Agenda/Exhibits/Handouts	\$ 751.30	5		10				15
Meeting Notes	\$ 751.30	5		10				15
Summary of Comments for Comment Resolution Mtgs	\$ 601.04	4		8				12
Maintain Action Item Log	\$ 585.28	8						8
TASK 4 - PUBLIC & STAKEHOLDER MEETINGS	\$ 3,830.42	42		6	16			64
Attend Public Meeting	\$ 670.26	6		6				12
Develop Display Boards & Handouts	\$ 409.52	2			8			10
Stakeholder Meetings (8 Mtgs)	\$ 1,170.56	16						16
Prepare Meeting Agenda/Exhibits/Handouts	\$ 555.84	4			8			12
Meeting Notes	\$ 585.28	8						8
Prepare for & Attend Transportation Commission/Council Meetings (3 Mtgs)	\$ 438.96	6						6
See Subconsultant - Renderings - J2 Design	\$ -							
See Subconsultant Attendance - Traffic Engineer - Y2K Engineering	\$ -							
See Subconsultant - Public and Stakeholder Meetings - MakPro	\$ -							
TASK 5 - PROJECT MANAGEMENT	\$ 6,127.34	40	40				18	98
Monthly Progress Reports	\$ 658.44	9						9
Budget Monitoring/Setup/Insurance/Invoicing/Federal Reporting	\$ 173.07						9	9
Contract Management (18 Months)	\$ 831.51	9					9	18
Develop/Maintain Project Design Schedule	\$ 658.44	9						9
Design Quality Control Plan	\$ 292.64	4						4
QA/QC at each Stage Deliverable	\$ 2,854.80		40					40
Manage Sub-Consultants	\$ 658.44	9						9

TASK 6 - DESIGN SURVEY	\$ 164.50				5			5
Develop Survey Request	\$ 32.90				1			1
Review and Update Topo Survey CAD Files	\$ 131.60				4			4
See Subconsultant - Control & Topo Survey - TRACE Consulting	\$ -							
TASK 7 - RIGHT-OF-WAY COORDINATION	\$ -							
See Subconsultant - Right-of-Way Legal Descriptions - TRACE Consulting	\$ -							
TASK 8 - GEOTECHNICAL	\$ 77.10			2				2
Coordinate Geotechnical Boring Plan	\$ 77.10			2				2
See Subconsultant - Geotechnical Engineering - Ethos Engineering	\$ -							
TASK 9 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE	\$ 227.36	1		4				5
Develop Environmental Clearance Footprint and Scope of Work	\$ 227.36	1		4				5
See Subconsultant - EcoPlan	\$ -							
TASK 10 - PLANS, SPECIFICATIONS, & ESTIMATES	\$ 46,130.55	35	41	280	848	40	6	1250
TASK 10.1A - PAVING PLANS	\$ 28,200.10	20		110	628	40		798
ADOT Project Assessment & 15% Plans	\$ 3,217.28	8			80			88
Cover Sheet(1 Sht)	\$ 170.15			1	4			5
General Notes & Legend (2 Shts)	\$ 170.15			1	4			5
Standard Sections Sheets (3 Shts)	\$ 1,252.20			12	24			36
Special Details Sheets (3 Shts)	\$ 3,914.32	2		16	40	40		98
Geometric Control Sheet (1 Sht)	\$ 340.30			2	8			10
Civil Plans Keymap (1 Sht)	\$ 340.30			2	8			10
Paving Plan Shts (1"=20' Scale) (27 Shts)	\$ 11,046.64	4		40	280			324
Paving Profile Shts (1"=20' Scale) (27 Shts)	\$ 5,669.64	4		20	140			164
Driveway Half Plan/Half Profile Sheets (4 Per Sheet) (4 Shts)	\$ 2,079.12	2		16	40			58
TASK 10.1B - DRAINAGE DESIGN	\$ 12,213.21		39	88	180		6	313
Field Visit	\$ 439.68		4	4				8
Pavement Hydrology	\$ 2,800.70		10	20	40			70
Catch Basin/Scupper Hydraulics	\$ 1,680.42		6	12	24			42
Storm Drain Hydraulics	\$ 1,120.28		4	8	16			28
Storm Drain Lateral Profiles (1 Sht)	\$ 768.84		2	6	12			20
Drainage Details (1 Sht)	\$ 1,054.64		2	10	16			28
Draft Drainage Report	\$ 2,903.28		6	12	60		2	80
Respond to Comments	\$ 560.14		2	4	8			14
Draft Final Drainage Report	\$ 302.58		1	5			2	8
Respond to Comments	\$ 280.07		1	2	4			7
Final Drainage Report	\$ 302.58		1	5			2	8
TASK 10.1C - TRAFFIC SIGNAL PLANS	\$ -							
See Subconsultant Traffic Engineer - Y2K Engineering	\$ -							
TASK 10.1D - STREET LIGHT PLANS	\$ -							
See Subconsultant Traffic Engineer - Y2K Engineering	\$ -							
TASK 10.1E - STRIPING & SIGNING PLANS	\$ -							
See Subconsultant Traffic Engineer - Y2K Engineering	\$ -							
TASK 10.1F - LANDSCAPE & IRRIGATION PLANS	\$ -							
See Subconsultant Landscape Architect - J2 Design	\$ -							
TASK 10.1G - EROSION & SEDIMENT CONTROL PLANS	\$ -							
See Subconsultant Landscape Architect - J2 Design	\$ -							
TASK 10.1H - CONSTRUCTION SCHEDULE	\$ 227.36	1		4				5
Develop Construction Schedule/Critical Construction Milestones	\$ 227.36	1		4				5
TASK 10.2 - SPECIFICATIONS	\$ 1,672.56	6		32				38
Technical Specifications (60%, 95%, 100%, Final)	\$ 1,526.24	4		32				36
Review and Update General Conditions/Contract/Specifications (100% & Final)	\$ 146.32	2						2
TASK 10.3 - COST ESTIMATES	\$ 3,057.78	8		30	40			78
Quantities/Estimate (15%, 30%, 60%, 95%, 100%, Final)	\$ 3,057.78	8		30	40			78
TASK 10.4 - MATERIALS QA PLAN	\$ 759.54		2	16				18

	Materials QA Plan	\$ 760		2	16				18
TASK 11 - SUBMITTALS		\$ 781.34	7					14	21
	15% (Project Assessment) Submittal Coordination	\$ 111.62	1					2	3
	30% Submittal Coordination	\$ 111.62	1					2	3
	60% Submittal Coordination	\$ 111.62	1					2	3
	95% Submittal Coordination	\$ 111.62	1					2	3
	100% Submittal Coordination	\$ 111.62	1					2	3
	ADOT Obligation Coordination	\$ 111.62	1					2	3
	Final Submittal Coordination	\$ 111.62	1					2	3
TASK 12 - POST DESIGN SERVICES		\$ 1,104.84	4		4	20			28
	Pre-Bid Meeting	\$ 146.32	2						2
	Addenda Preparation	\$ 958.52	2		4	20			26
	SUBTOTAL DIRECT LABOR	\$ 69,381.60	200	81	394	947	40	41	1703
			Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
									Total Hours
	TASK DESCRIPTION	SUBTOTAL							
	SUBCONSULTANTS TASKS								
	TASK 3.1 - MONTHLY PROGRESS MEETINGS	\$ 1,485.00							
	Landscape Architect Progress Meetings Attendance - See Appendix C								
	TASK 3.1 - MONTHLY PROGRESS MEETINGS	\$ 220.00							
	Public Outreach Kickoff Meeting Attendance - See Appendix D								
	TASK 3.1 - MONTHLY PROGRESS MEETINGS	\$ 220.00							
	Traffic Engineer Kickoff Meeting Attendance - See Appendix I								
	TASK 4.1 - PUBLIC MEETINGS	\$ 2,256.00							
	Landscape Architect Display Boards - See Appendix C								
	TASK 4.1 - PUBLIC MEETINGS	\$ 7,380.00							
	Public Involvement - See Appendix D								
	TASK 4.2 - STAKEHOLDER MEETINGS	\$ 3,800.00							
	Stakeholder Meetings - See Appendix D								
	TASK 6 - DESIGN SURVEY	\$ 31,375.30							
	Ground Survey, Topographic Survey, Benchmarks, and Aerial Orthographics - See Appendix E								
	TASK 8 - GEOTECHNICAL ENGINEERING	\$ 17,624.19							
	Geotechnical Engineering - See Appendix F								
	TASK 9 - ENVIRONMENTAL DOCUMENTATION AND CLEARANCE	\$ 29,970.51							
	National Environmental Policy Act (NEPA) Compliance - See Appendix G								
	TASK 10.1 - PLANS	\$ 7,981.61							
	Independent Bikeway Review and Oversight - See Appendix H								
	TASK 10.1E - STRIPING AND SIGNING PLANS	\$ 46,820.00							
	Striping and Signing Plans - See Appendix I								
	TASK 10.1F - LANDSCAPE & IRRIGATION PLANS	\$ 91,688.00							
	Landscape & Irrigation Plans - See Appendix C								
	TASK 10.2 - SPECIFICATIONS	\$ 2,826.00							
	Landscape, Irrigation, and Erosion and Sediment Control Technical Specifications - See Appendix C								
	TASK 10.2 - SPECIFICATIONS	\$ 2,180.00							
	Traffic Technical Specifications - See Appendix I								
	TASK 10.3 - COST ESTIMATES	\$ 2,697.00							
	Landscape, Irrigation, and Erosion and Sediment Control Cost Estimates - See Appendix C								
	TASK 10.3 - COST ESTIMATES	\$ 4,480.00							
	Traffic Cost Estimates - See Appendix I								
	TASK 12 POST DESIGN SERVICES	\$ 253.00							
	Landscape Architect Pre-Bid Meeting Attendance - See Appendix C								
	SUBTOTAL SUBCONSULTANTS	\$ 253,256.61							
	OWNER'S ALLOWANCE								
	OWNER'S ALLOWANCE	\$ -							
	General Owner's Allowance	\$ 60,000.00							
	Floodplain Coordination Allowance	\$ 34,500.00							
	Certified Letter of Mapping Revision (CLOMR) Design & Coordination	\$ 10,000.00							

	Federal Emergency Management Agency (FEMA) CLOMR Fee	\$ 8,250.00							
	Letter of Mapping Revision (LOMR) Submittal & Coordination	\$ 8,000.00							
	Federal Emergency Management Agency (FEMA) LOMR Fee	\$ 8,250.00							
	TASK 2.1 - UTILITY Coordination	\$ 8,750.00							
	UPRR Coordination - See Appendix A								
	TASK 2.2 - UTILITY LOCATING AND VERIFICATION	\$ 26,150.00							
	Utility Potholing - See Appendix B								
	TASK 4.1 - PUBLIC MEETINGS	\$ 7,380.00							
	Public Meeting #2 - See Appendix D								
	TASK 7 - RIGHT-OF-WAY COORDINATION	\$ 23,253.76							
	ROW Strip Map, Legal Descriptions, and Stake ROW - See Appendix E	\$ 9,963.86							
	Legal Descriptions (13 @ \$1,022.30/legal description)	\$ 13,289.90							
	TASK 10.1C - PLANS	\$ 19,010.00							
	Traffic Signal Plans - See Appendix I								
	TASK 10.1D - STREET LIGHT PLANS	\$ 24,370.00							
	Street Light Plans - See Appendix I								
	TASK 10.1G - EROSION & SEDIMENT CONTROL PLANS	\$ 19,253.00							
	Erosion & Sediment Control Plans - See Appendix C								
	SUBTOTAL ALLOWANCES	\$ 222,666.76							
	TOTAL CONTRACT FEE - NOT TO EXCEED	\$ 666,217.64							

HOURS ESTIMATE

#	Task	Alexander Popovici, Manager PP \$175.00	Labor Cost
1	Project Management and Coordination Services	50	\$8,750
Total		50	\$8,750

FEE

Tasks will be performed on a time and materials basis, in accordance with current rates, terms and conditions of the contract.

SUE Level A Estimate - Frye Rd Protected Bike Lanes

CobbFendley 2021

Utility Potholes*						
0-8 feet deep (outside pavement or near edge)		\$	650.00	Each	8	\$5,200.00
0-5 feet deep (in pavement)		\$	650.00	Each	7	\$4,550.00
5-8 feet deep (in pavement)		\$	700.00	Each	5	\$3,500.00
8-12 feet deep		\$	750.00	Each	5	\$3,750.00
Other Direct Expenses						
MAG Standard (Half Sack Slurry Backfill in ROW)	At Cost +10%	\$	400.00	Day	6	\$2,400.00
Hot Patch Asphalt Restoration	At Cost +10%	\$	150.00	Each	17	\$2,550.00
Traffic Control / Barricades	At Cost +10%	\$	700.00	Day	6	\$4,200.00

*Rates shown include personnel, vehicles & standard equipment necessary to complete the task. Cobb Fendley will include supporting backup documentation for all approved reimbursable expenses.

Subtotal for Utility Test Holes	\$17,000.00
Subtotal for Other Direct Expenses	\$9,150.00

TOTAL \$26,150.00

Exhibit B1 - J2 Design



TASK DESCRIPTION		SUBTOTAL
TASK 3 - PROGRESS MEETINGS		\$ 1,485.00
3.1 i	Kick Off Meeting	\$ 932.00
	Monthly Phone Call Update Meetings (16 Mtgs)	\$ -
3.1 ii	Aesthetics Review Meeting (1 Mtg)	\$ 553.00
	Prepare Meeting Agenda/Exhibits/Handouts	\$ -
	Meeting Notes	\$ -
	Summary of Comments for Comment Resolution Mtgs	\$ -
	Maintain Action Item Log	\$ -
TASK 4 - PUBLIC & STAKEHOLDER MEETINGS		\$ 2,256.00
4.1 ii	Develop Display Boards & Handouts	\$ 2,256.00
	Stakeholder Meetings (6 Mtgs)	\$ -
	Prepare Meeting Agenda/Exhibits/Handouts	\$ -
	Meeting Notes	\$ -
	Attend Transportation Commission/Council Meetings (3 Mtgs)	\$ -
TASK 10 - PLANS, SPECIFICATIONS, & ESTIMATES		
TASK 10.1F - LANDSCAPE & IRRIGATION PLANS		\$ 91,688.00
1	Site Inventory: Existing Trees and Evaluation	\$ 2,755.00
2	Existing Irrigation System Evaluation and Research	\$ 2,836.00
3	Landscape & Irrigation Materials Coordination with City	\$ 994.00
4	Plant Inventory Plans (14 Shts) (1" = 20' - plan views double-stacked)	\$ 10,516.00
5	Landscape General Notes, Quantities, and Materials Schedule (1 Sht)	\$ 2,817.00
6	Planting Plans (14 Shts) (1" = 20' - plan views double-stacked)	\$ 18,628.00
7	Planting Details (1 Sht)	\$ 2,210.00
8	Hardscape Plan at Consolidated Canal Trailhead (1 Sheet) (1" - 20' scale)	\$ 4,663.00
9	Hardscape Details at Consolidated Canal Trailhead (4 Sheets)	\$ 13,699.00
10	Irrigation General Notes, Quantities, and Materials Schedule (1 Sht)	\$ 2,817.00
11	Irrigation Plans (14 Shts) (1" = 20' - plan views double-stacked)	\$ 19,249.00
12	Irrigation Details (2 Shts)	\$ 4,212.00
13	Up to Three (3) Color Illustrations (plan or perspective)	\$ 3,701.00
14	Up to Three (3) Concepts for Consolidated Canal Trailhead	\$ 2,591.00
TASK 10.1G - EROSION & SEDIMENT CONTROL PLANS		\$ 19,253.00
1	Erosion Control Summary Cover Sheet (1 Sheet)	\$ 2,274.00
2	Erosion Control Index Sheet (1 Sheet)	\$ 2,338.00
3	Erosion Control Plans (7 Sheets) (1" = 40' - plan views double-stacked)	\$ 7,723.00
4	Erosion Control Details (4 Sheets)	\$ 6,918.00
TASK 10.2 - SPECIFICATIONS		\$ 2,826.00
10.2 i	Technical Specifications (60%, 95%, 100%, Final)	\$ 2,826.00
	Review and Update General Conditions/Contract/Specifications (100% & Final)	\$ -
TASK 10.3 - COST ESTIMATES		\$ 2,697.00
10.3 i	Quantities/Estimate (15%, 30%, 60%, 95%, 100%, Final)	\$ 2,697.00
TASK 12 - POST DESIGN SERVICES		\$ 253.00
12.1 i	Pre-Bid Meeting	\$ 253.00
	Addenda Preparation	\$ -
SUBTOTAL DIRECT LABOR		\$ 120,458.00

DERIVATION OF COST PROPOSAL: DESIGN SERVICES

Frye Road Protected Bike Lanes, City of Chandler**Prepared for TY Lin International***Prepared by J2 Engineering and Environmental Design, LLC***Direct labor and rates**

Classification	Hours	Current Rates	Total
Principal QA/QC	32	\$207.31	\$6,633.92
Senior Project Landscape Architect	81	\$184.28	\$14,926.68
Project Landscape Architect	194	\$126.53	\$24,546.82
Senior Designer	351	\$119.73	\$42,025.23
Designer	426	\$75.88	\$32,324.88

Total Hours 1084 **Total Direct Labor** \$120,457.53

Total Labor: \$120,458

Total Labor and Overhead: \$120,458

Direct Expenses	Expenses	Total
Printing, Reproduction, Reprographics, Supplies Etc.	* None - Included in Overhead *	\$0.00

Total Direct Expenses \$0.00

Subconsultants to J2:

(None) \$0

Total Outside Services: \$0

Subtotal Cost J2 \$120,458

Total Cost: \$120,458

J2 Engineering and Environmental Design LLC


Jeffrey Velasquez, PLA, ASLA
Vice President

10-5-21

Date

Frye Road Fee Schedule

10/5/2021

J2 Engineering and Environmental Design, LLC

Task Number	Task:	Principal QA/QC	Senior Project Landscape Architect	Project Landscape Architect	Senior Designer	Designer	Total
3.0 Meetings							
3.1 i	Kick-Off Meeting		3	3			6
3.1 ii	Aesthetics Review Meeting (1 meeting)		3				3
4.0 Public & Stakeholder Meetings							
4.1 ii	Develop Plan and Section Graphics for Display Boards	1	2	4	6	6	19
10.1F Landscape & Irrigation Plans							
1	Site Inventory: Existing Trees and Evaluation		2	6	6	12	26
2	Existing Irrigation System Evaluation and Research		1	6	12	6	25
3	Landscape & Irrigation Materials Coordination with City		1	4		4	9
4	Plant Inventory Plans (14 shts, 20-scale, double-stacked)	4	6	15	33	36	94
5	Landscape General Notes, Qty, & Materials Sheet	1	1	2	8	16	28
6	Planting Plans (14 shts, 20-scale, double-stacked)	6	14	38	48	56	162
7	Planting Details (1 Sheet)	1	1	2	8	8	20
8	Hardscape Plan at Consolidated Canal Trailhead (1 Sheet) (1" 20' scale)	2	4	8	12	14	40
9	Hardscape Details at Consolidated Canal Trailhead (4 Shts)	4	12	20	40	44	120
10	Irrigation General Notes, Qty, & Materials Sheet	1	1	2	8	16	28
11	Irrigation Plans (14 shts, 20-scale, double-stacked)	4	14	40	52	60	170
12	Irrigation Details (2 Sheets)	1	2	4	16	16	39
13	Up to Three (3) Color Illustrations (plan or perspective)		2	4	16	12	34
14	Up to Three (3) Concepts for Canal Trailhead		2	4	8	10	24
10.1G Erosion & Sediment Control Plans							
1	Erosion Control Summary Cover Sheet (1 Sheet)	1	1	2	6	12	22
2	Erosion Control Index Sheet (1 Sheet)	1	1	2	4	16	24
3	Erosion & Sediment Control Plans (7 shts, 40-scale, double-stacked)	1	2	6	28	40	77
4	Erosion Control Details (4 Sheets)	2	2	4	28	30	66
10.2 Specifications							
10.2 i	Technical Specifications (60%, 95%, 100% and Final)	1	2	14	4		21
10.3 Cost Estimates							
10.3 i	Cost Estimate (30%, 60%, 95%, 100% and Final)	1	2	2	8	12	25
12.0 Pre-Final Construction Documents (100%)							
12.1 i	Pre-Bid Meeting (1)			2			2
Grand Total Design:							
		32	81	194	351	426	1084



Activity	Principal Hrs (\$110/hr)	Associate Hrs (\$90/hr)	Total
Scoped Public Involvement Services			
Task 3.1: Kick-Off Meeting (1)	2		\$220
Task 4.1: Public Meeting (1)	28	20	\$4,880
Reimbursable Allowance (meeting notifications & collateral)			\$2,100
Translator Allowance			\$400
Task 4.2: Stakeholder Meetings (8)	28	8	\$3,800
Grand Total	58	28	\$11,400

Activity	Principal Hrs (\$110/hr)	Associate Hrs (\$90/hr)	Total
Allowance for Public Meeting #2	22	20	\$5,560
Reimbursable Allowance (meeting notifications & collateral)			\$2,080
Translator Allowance			\$400
Allowance for Public Meeting #2			\$6,700

FEE

CONTRACT TASK/PHASE		Project Engineer	Survey Manager	Sr. CAD Technician	Survey Crew	TOTAL HOURS	TOTAL LABOR
		\$ 120.43	\$ 115.19	\$ 93.59	\$ 137.45		
6.0	Design Survey						
	Survey Control		12	8	32	52	\$ 6,529.40
	Field Data Collection	4	16		96	116	\$ 15,519.96
	Base file (.dwg) and DTM (.xml) - Civil 3D	4	4	40		48	\$ 4,686.08
	Benchmark Sketches			12		12	\$ 1,123.08
	Supplemental Survey (Allowance)			16	32	48	\$ 5,895.84
	Aerial Targets			2	8	10	\$ 1,286.78
	Aerial Orthophotos (Sub-KAM)						\$ 2,230.00
7.0	Right of Way Coordination						
	ROW Research and Preliminary ROW Strip Map		54	40		94	\$ 9,963.86
	Permanent ROW Legal and Exhibit (1)		4	6		10	\$ 1,022.30
	Temporary Easements (12)		48	72		120	\$ 12,267.60
Total		8	138	196	168	510	\$ 60,524.90

City of Chandler - Frye Road Protected Bike Lanes
Ethos Engineering, LLC - Work-Hour Estimate
City of Chandler Project ST2106.201

Project Work Task	Sr. Project Manager	Sr. Professional I	Professional	Analyst	Admin	Total Hours
Data Review	2	0	0	1	2	5
Permitting, Layout and Utilities	1	2	0	6	0	9
Field Investigation						
Test Drilling	1	2	0	12	0	15
Lab Testing	0	1	0	2	0	3
Analysis and Report Preparation	2	12	4	24	2	44
Meetings	1	1	0	0	0	2
TOTAL	7	18	4	45	4	78

**Frye Road Protected Bike Lane
Chandler, AZ**

DERIVATION OF COST

DIRECT LABOR

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Estimated Labor Costs</u>
Sr. Project Manager	7	\$89.00	\$623.00
Sr. Professional I	18	\$66.00	\$1,188.00
Professional	4	\$38.25	\$153.00
Analyst	45	\$31.50	\$1,417.50
Administrative	4	\$28.56	\$114.24
Total Hours:	<u>78</u>		

Direct Labor: \$3,495.74

Plus Overhead @ 145%: \$5,068.82

Subtotal: \$8,564.56

Plus 10% Fee: \$856.46

Total Labor: \$9,421.02

DIRECT EXPENSES

Vehicle Mileage (Personal) 88 mi. @ \$0.540 /mi. \$47.52

Total Estimated Direct Expenses: \$47.52

OUTSIDE SERVICES

Test Drilling (See attached) \$3,159.50
Traffic Control (See attached) \$1,219.15
Lab Testing (See attached) \$3,777.00

Total Estimated Outside Services: \$8,155.65

By:

Francisco J. Garza

Francisco J. Garza, Project Manager

TOTAL LUMP-SUM COST: \$17,624.19



9180 S. Kyrene Rd #104
Tempe, AZ 85284

City of Chandler - Frye Road Protected Bike Lanes
Ethos Engineering, LLC - Mileage Estimate
City of Chandler Project ST2106.201

Project Task	No. of Two -Way Trips	Miles per Trip	Total Miles
Permitting, Layout and Utilities	1	24	24
Field Investigation			
Test Drilling	2	24	48
Lab Testing	1	16	16
TOTAL			88



AROC 079441 / ADWR 498

Geomechanics Southwest, Inc.

5435 W. Mohave Street
Phoenix, Arizona 85043
602-252-0559
www.gsidrilling.com

Date: September 28, 2021
Proposal # [15121P]

Pancho Garza, PE
ethos
9180 S Kyrene Rd, #104
Tempe, AZ 85284
pgarza@ethosengineers.com

RE: Geotechnical Drilling - City of Chandler – Frye Road Protected Bike Lanes project

SCOPE:

- Provide a CME-75HT truck mounted drill and a two-man crew.
- Auger/sample eight (8) borings to 5-l.f. or refusal.
- GSI will provide 10-inch AC coring at 8 boring locations.
- GSI will Backfill borings with a composed mixture of cuttings and cement.
- GSI will patch bore using asphalt cold patch to mound over the cement/cutting mixture.
- GSI assumes all permits and traffic control will be handled by others.

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Prep/Mob/Demob	2	EACH	350.00	\$ 700.00
Auger Drill/Sample/Standby/Patch/Backfill Coring/On-Site Hrs.	10	HOURS	170.00	\$1,700.00
Support Truck	2	DAYS	170.00	\$ 340.00
Portland Cement Bags (est.)	4	BAGS	12.50	\$ 50.00
Asphalt Cold Patch	3	BAGS	16.50	\$ 49.50
Asphalt Coring	8	EACH	40.00	\$ 320.00
ESTIMATED TOTAL				\$3,159.50

We estimate completion time to be 2 days.

We at Geomechanics Southwest Inc., appreciate the opportunity to provide you with an estimate. If you have any questions, please don't hesitate to call or email us. We look forward to hearing from you soon.

Respectfully submitted by,

GEOMECHANICS SOUTHWEST, INC.

Mike Shelquist
Operations Manager – Phoenix

Copies (1) addressee
ethos 092821 Frye Road Protected Bike Lanes





3015 E Illini
Phoenix, AZ 85040
 602-243-1218
 Fax 602-243-3470

QUOTATION

Quote Date	Quote ID
9/13/2021	09132021DD4
Payment Terms	Net 30 Days

Valid Through: 10/13/2021

ETHOS ENGINEERING LLC

Accounts Payable
 9180 S KYRENE ROAD SUITE 104
 TEMPE, AZ 85284
 Phone: 480-203-9252

Job Location:

FRYE RD & ALMA SCHOOL RD
 Chandler
 Quote Created By: David Deanda
 Estimated Days: 2

Email: pgarza@ethosengineers.com

Item Description	Price	UOM	Qty/Day	Days	Total Qty.	Total
1 Man 1 Truck-TRAVEL TO JOB *	\$55.00	Per Hour	1	2	2	\$110.00
1 Man 1 Truck-LABOR *	\$55.00	Per Hour	6	2	12	\$660.00
1 Man 1 Truck-RETURN TO SHOP *	\$55.00	Per Hour	1	2	2	\$110.00
Arrow Board *	\$25.00	Per Day	1	2	2	\$50.00
Flags *	\$2.30	Per Each	18	1	18	\$41.40
Sandbags *	\$1.01	Per Each	62	1	62	\$62.62
Medium Sign *	\$0.84	Per Day	12	2	24	\$20.16
Small Sign *	\$0.64	Per Day	7	2	14	\$8.96
Sign Stand 4 ft *	\$0.60	Per Day	7	2	14	\$8.40
Sign Stand 6 ft *	\$0.60	Per Day	12	2	24	\$14.40
Type I Barricade *	\$0.50	Per Day	10	2	20	\$10.00
Vertical Panel Side VP *	\$0.50	Per Day	35	2	70	\$35.00

Note: The * indicates taxable items.

QUOTE- IS FOR RIGHT LANE OR LEFT LANE CLOSURE ON FRYE ROAD FROM ALMA SCHOOL RD. TO COOPER FOR WORK AREA OF 50FT. DRIVER WILL NEED TO CARRY EQUIPMENT FOR BOTH CLOSURES. AS THEY WILL SET UP STAND BY / PICKUP AND MOVE. CREW IS WORKING 6HR. SHIFTS.

EQUIPMENT	\$146.92
ONE TIME CHARGES	\$104.02
LABOR	\$880.00
SUBTOTAL	\$1,130.94
SALES TAX (7.8%)	\$88.21
QUOTE TOTAL	\$1,219.15
TOTAL PER DAY	\$553.51

Scope: The above quantities are estimated quantities based on information provided by the customer. Actual quantities used in the field will be billed on the customer invoice.

Included: Traffic Control TO INCLUDE:
 STATIONARY ROAD WORK AHEAD AND END ROAD WORK SIGNS
 STATIONARY ADVANCED WARNING SIGNS, DETOUR SIGNS, AND TYPE III BARRICADES WITH SIGNS.
 PORTABLE SIGNS WITH STANDS FOR LANE CLOSURE SETUPS PER SHEETS 29-53
 Traffic Control Plans

Excluded: State, City or County Permits or Fees.

Add'l Terms: Invoices are payable with Terms of Net 30 Days.

Any additional equipment added to the job site will be billed separately.

Roadsafe Traffic Systems Contractor License # 24899 L-05, 253153AE



Quality Testing, LLC
Construction Management, Materials Testing & Geotechnical Services

	Laboratory Tests	Number of Tests	Unit Rates (\$)	Total (\$)
416	Sieve Analysis	8	\$ 75.00	\$ 600.00
410	Atterberg Limit (Plasticity Index)	8	\$ 85.00	\$ 680.00
409	Moisture/Density of Rings	8	\$ 35.00	\$ 280.00
408	Moisture Content	8	\$ 18.00	\$ 144.00
425	Swell	4	\$ 150.00	\$ 600.00
413	Standard Proctor	4	\$ 120.00	\$ 480.00
420/421	pH & Resistivity	4	\$ 130.00	\$ 520.00
440	Sulfates & Chlorides	4	\$ 82.00	\$ 328.00
	Project Manager	1	\$ 145.00	\$ 145.00
TOTAL				\$ 3,777.00

APPENDIX G



September 15, 2021
Revised October 4, 2021

Chris Milner, PE, PTOE, RSP
T.Y. Lin International
1475 N. Scottsdale Rd. Suite 450
Scottsdale, AZ 85257

RE: City of Chandler Frye Road Protected Bike Lanes
EcoPlan Proposal No.: 21-01064

Dear Mr. Milner:

EcoPlan Associates, Inc. (EcoPlan) is pleased to submit this revised proposal for environmental services for the above-referenced project.

We have included a detailed scope of work, assumptions and cost estimate in this proposal for your review and approval. We estimate the cost of our services will be \$29,970.51. Invoices will be submitted monthly for work completed to date.

Please contact Jennifer Jennings at 480-733-6666, extension 126 or me at extension 124 if you have any questions. Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Ashbeck", is positioned above the printed name.

Thomas C. Ashbeck
President/Director of Biological Resources

Enclosures: As noted



Archaeological Consulting Services – A Commonwealth Company
424 West Broadway Road, Tempe, AZ 85282-1339
(480) 894-5477

September 10, 2021
ACS Proposal No. AZ-0203

Ms. Jennifer Jennings
Environmental Planner
EcoPlan Associates, Inc.
701 W. Southern Ave., Suite 203
Mesa, AZ 85210

RE: Hazardous Materials Scope and Fee
Frye Road Bicycle Lanes
Chandler Project No.: ST2106.201
ADOT Project No.: T0317 03D
Federal Project No.: CHN-0(250)D

Dear Ms. Jennings:

Thank you for contacting Archaeological Consulting Services, Ltd. (ACS) regarding the above-referenced project. ACS understands that this project involves the completion of a Preliminary Initial Site Assessment (PISA) report and an asbestos-containing material (ACM) and lead-based paint (LBP) sampling report in support of a City of Chandler Frye Road bicycle lane project. The project is located along a 2.5-mile section of Frye Road starting near the Paseo Trail intersection, then proceeding west and ending near San Marcos Elementary School, in Chandler, Maricopa County, Arizona.

ACS' hazardous materials scope of work for the project will consist of the tasks listed below. ACS based the following on previously completed projects of a similar size and construction scope of work.

- Review the Arizona Department of Environmental Quality (ADEQ) eMaps websites and US Environmental Protection Agency's (EPA's) NEPAAssist and Enforcement Compliance History Online (ECHO) websites for the project limits and a surrounding area of approximately 0.25 mile;
- Review the Arizona Department of Water Resources (ADWR) Well Registry website for the project limits and immediate vicinity;
- Conduct a site visit to review the project limits and collect samples for ACM and LBP analysis from components likely to be impacted by project construction, including roadway striping paint, sidewalks, curbs, median, and Americans with Disabilities Act (ADA) pads. The number of ACM and LBP samples included in this cost is based on information provided by EcoPlan, and a review of Google Earth imagery;
- Prepare, edit, and submit a PISA report, and a separate ACM and LBP sampling report; and
- Project supervision and administrative tasks.

The draft report will be sent to EcoPlan and the City of Chandler for review, and any comments arising from the review will be addressed in a revised report. The revised report will be provided for submittal to the Arizona Department of Transportation (ADOT). Any comments arising from the agency reviews will be incorporated into a final report.

Cost Estimate and Schedule

The lump sum cost for the project as scoped above is **\$6,984.90**. This cost estimate is based upon the following assumptions:

- While the report will be provided to the City of Chandler for review, the approval of the PISA and sampling report's technical components will be completed by ADOT;
- A separate PISA report and site visit for geotechnical clearance is not included in this cost estimate;
- Clearance of staging and/or stockpiling locations outside of the project limits provided by EcoPlan is not included in this cost estimate; and
- Project area maps and a written project description for ACS' report will be supplied by EcoPlan.

If these assumptions are exceeded, a cost amendment may be necessary to complete the project. Before ACS can begin work, a written notice to proceed (NTP) is required.

Assuming the above parameters, the project will take approximately 8 weeks to complete from NTP and receipt of project area maps and a written project description.

Thank you for allowing ACS to provide EcoPlan with our hazardous materials services. If you have any questions or require additional information regarding this scope and cost, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Amber Huntoon-Colvin".

Amber Huntoon-Colvin, M.S.
Environmental Scientist

APPENDIX H

Sam Schwartz

Exhibit B2-Summary of Consultant's Compensation

CONTRACT LABOR				
<u>Classification</u>	<u>Man Hours</u>		<u>Billable Rates</u>	<u>Labor Costs</u>
Sr Planner	45	\$	60.00	\$ 2,700.00
			Total Direct Labor	\$ 2,700.00
Overhead Rate		160%	Total Labor and Overhead	\$ 7,010.55
Fixed Capital Cost of Money		0%	Fixed Capital Cost of Money	\$ -
Fixed Fee		10%	Net Fee (Subtotal x % Fixed Fee)	\$ 971.06
			Subtotal Contract Labor	\$ 7,981.61

DIRECT AND OUTSIDE EXPENSES

<u>General Expenses</u>	\$ -
Subtotal Direct & Outside Expenses	\$ -

ALLOWANCES

<u>Owners Allowances</u>	\$ -
Subtotal Owners Allowance	\$ -

TOTALS

Subtotal Contract Labor	\$ 7,981.61
Direct & Outside Expenses	\$ -
Subtotal Subconsultants	\$ -
Total Contract Fee	\$ 7,981.61
Subtotal Allowances	\$ -
Total Contract Fee & Allowances	\$ 7,981.61



EXHIBIT B – FEE ESTIMATE

TASK DESCRIPTION		Project Manager	Engineer III	Engineer II	Engineer I	Designer III	Hours
		\$ 220.00	\$ 190.00	\$ 165.00	\$ 145.00	\$ 130.00	
TASK 3 - PROGRESS MEETINGS	\$ 220.00						
Kick-off Meeting (1 Mtg)	\$ 220.00	1	0	0	0	0	1
TASK 10 - PLANS, SPECIFICATIONS, & ESTIMATES							
TASK 10.1C - TRAFFIC SIGNAL PLANS	\$ 19,010.00						
Base Plan Preparation	\$ 2,550.00	0	0	6	0	12	18
Traffic Signal Design (3 Shts)	\$ 10,400.00	0	10	20	0	40	70
Comment Resolution (30%, 60%, 100%)	\$ 2,340.00	0	3	6	0	6	15
QA/QC	\$ 3,720.00	4	8	8	0	0	20
TASK 10.1D - STREET LIGHT PLANS	\$ 24,370.00						
Base Plan Preparation	\$ 1,620.00	0	0	0	4	8	12
Roadway Lighting Analysis	\$ 4,370.00	0	2	0	6	24	32
Roadway Lighting Design (10 Sheets)	\$ 9,800.00	0	12	0	16	40	68
Comment Resolution (30%, 60%, 100%)	\$ 2,640.00	0	4	0	4	10	18
QA/QC	\$ 1,520.00	0	8	0	0	0	8
APS & SRP Coordination	\$ 4,420.00	0	8	0	20	0	28
TASK 10.1E - STRIPING & SIGNING PLANS	\$ 46,820.00						
Striping/Signing Shts (Double-Stacked)(9 Shts)(1"=40' Scale)	\$ 40,140.00	24	32	0	64	150	270
Comment Resolution (30%, 60%, 100%)	\$ 4,920.00	6	6	0	8	10	30
QA/QC	\$ 1,760.00	8	0	0	0	0	8
TASK 10.2 - SPECIFICATIONS	\$ 2,180.00						
Technical Provisions (60%, 100%, Final)	\$ 2,180.00	3	8	0	0	0	11
TASK 10.3 - COST ESTIMATES	\$ 4,480.00						
Quantities/Estimate (30%, 60%, 100%, Final)	\$ 4,480.00	2	2	8	0	18	30
SUBTOTAL DIRECT LABOR	\$ 97,080.00	48	103	48	122	318	639
ALLOWANCE							
Meeting Allowance	\$ -						
Lighting Design Allowance	\$ -						
TOTAL FEE - NOT TO EXCEED	\$ 97,080.00						

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 contract 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 Contract/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.

Patent Fees and Royalties. Consultant must pay all license fees and royalties and assume all costs incidental 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 Agreement 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 will be disclosed by City in the Agreement. Consultant must 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 incidental 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 Agreement, and must defend all such claims in connection with any alleged infringement of such rights.

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.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2022

11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance Company

16535

INSURER B: Travelers Property Casualty Co of America

25674

INSURER C: Aspen Specialty Insurance Company

10717

INSURER D:

INSURER E:

INSURER F:

INSURED 1487419 T. Y. LIN INTERNATIONAL
345 CALIFORNIA STREET, SUITE 2300
SAN FRANCISCO CA 94104

COVERAGES MAIN

CERTIFICATE NUMBER: 18007046

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SEVERABILITY ☒ CLAUSE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO 3021088	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP 3021090	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	N	N	CUP-8S741427-21-NF	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC 3021089	11/1/2021	11/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	LR00JUH21	11/1/2021	11/1/2022	\$2,000,000 PER CLAIM; \$2,000,000 ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FRYE ROAD PROTECTED BIKE LANES - FRYE ROAD 1/2 MILE WEST OF ARIZONA. AVENUE TO PASEO TRAIL CONSOLIDATED CANAL; PROJECT NO. ST2106.201. CITY OF CHANDLER, ITS AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, OFFICIALS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND IF REQUIRED BY WRITTEN CONTRACT. SEVERABILITY OF INTERESTS CLAUSE APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY SUBJECT TO POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

18007046
CITY OF CHANDLER
CITY OF CHANDLER, PUBLIC WORKS &
UTILITIES DEPARTMENT
P.O. BOX 4008, MAIL STOP 407
CHANDLER AZ 85244-4008

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 3021088	Effective Date: 11/1/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization you are required to add	
as an additional insured under a written contract or	
written agreement.	

A. Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 3021088	Effective Date: 11/1/2021
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This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization you are required to add	
as an additional insured under a written contract or	
written agreement.	

Section II – **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.