



PROFESSIONAL SERVICES AGREEMENT
Consultant Services
RAY ROAD AND DOBSON ROAD INTERSECTION IMPROVEMENTS - STUDY
Project No. ST2103.101
Council Date: January 27, 2022 Item No.

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2022 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide Consultant Services for **RAY ROAD AND DOBSON ROAD INTERSECTION IMPROVEMENTS - STUDY** 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 **200** 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 **\$167,130** 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:	Kimley-Horn and Associates, Inc. Mailing Address: 421 Fayetteville St. Ste. 600 Raleigh NC 27601 Physical Address: Statutory Agent Name: CT Corporation System Statutory Agent Mailing Address: 3800 N. Central Ave. Ste. 460 Phoenix AZ 85012 Statutory Agent Physical Address: CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE Name: Chris Woolery Title: Senior Associate Phone: 602-216-1224 Email: chris.woolery@kimley-horn.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

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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. Consultant is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnatee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered.

Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

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

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

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

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

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

5.16 Consultants or Subconsultants. Prior to beginning the work, Consultant must furnish City for approval the names of consultants or subconsultants to be used under this Agreement. Any subsequent changes are subject to City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control

and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

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

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

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits City from awarding 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

mm

ATTEST:

City Clerk

Seal

"CONSULTANT"

Kimley-Horn and Associates, Inc.

Dave Leistiko
Signature

1/5/2022

Date

David J. Leistiko

Print Name

Sr. Vice President

Title

dave.leistikov@kimley-horn.com

Signer Email Address

KHAMT
31

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

Ray Road and Dobson Road Intersection Improvements City of Chandler Project No. ST2103.101

DRAFT SCOPE AND FEE REVIEW MEETING NOTES

Meeting Date: November 10, 2021
Meeting Place: Microsoft Teams Conference Call
Distribution Date: November 22, 2021
Attendees: Kim Moon (City), Chris Woolery (Kimley-Horn), Ryan Marks (Kimley-Horn), Julia Spinolo (Kimley-Horn)
From: Julia Spinolo
Attachments: 1. Ray Road and Dobson Road Intersection Improvements Scope & Fee

Action items are indicated in bold.

A meeting was held on Wednesday, November 10, 2021 for the City of Chandler's (City) Ray Road and Dobson Road intersection improvements project (City Project No. ST2103.101). The purpose of the meeting was to review the draft preliminary design scope of work with Kim Moon (City Project Manager).

Kimley-Horn sent the draft scope and fee for this study to the City for their review on November 5, 2021. This project is not currently federally funded and the preliminary design will be funded by the City. The City may pursue federal funding in the future for construction.

Data Collection and Utility Coordination

Data collection will include gathering as-builts and initial research on the Maricopa County Assessor's website or from private utilities for information on land rights. Kim Moon confirmed that aboveground existing utility mapping (subsurface utility engineering (SUE) Level C and D) would be sufficient for this preliminary design phase. Utility potholing or utility designation (SUE Level B) will not be included during this preliminary design phase.

Meetings and Project Coordination

The draft scope includes five project meetings, one each for the project kickoff, traffic analysis, and initial alignment evaluation, and two follow-up meetings to further discuss alignment alternatives. Kim Moon and Kimley-Horn will also have brief bi-weekly progress meetings throughout the project. The draft scope also includes a preliminary project schedule.

Subconsultants

RLF Consulting will be completing the field survey via drone aerial. Accuracy will be good for horizontal locations of existing features, but vertical control will not be accurate enough for final design. Kim Moon noted that the project assessment report (PA) should include a note saying that more detailed topographic survey will be performed during the final design phase.

Right-of-Way Coordination

Kimley-Horn noted that the draft scope does not include obtaining title reports for potentially impacted parcels within the project limits. Prior rights and easement information will be requested from private utilities in the area. Kim mentioned that the PA should note the level of right-of-way research.

Traffic Analysis

This preliminary design phase will include a traffic analysis of existing and future traffic impacts and recommended improvements for the intersection to operate at a level of service (LOS) D or better. The results of the traffic analysis will be the basis of proposed improvements for the alignment alternatives for the PA.

Alignment Alternatives

Up to four intersection alignment alternatives will be included in this preliminary design phase. Preliminary design for the recommended alternative will be shown on a roll plot over an aerial. 15% plans will not be included in the PA. The PA will utilize the typical ADOT PA format in case the City pursues federal funding for construction.

Drainage, Water, and Sewer

Kim Moon mentioned that the PA should include a narrative about recommended drainage improvements. No drainage report will be necessary. Also, Kim noted that similar narratives with recommendations be provided for City water, sewer, and reclaimed water facilities in the area. The PA should identify locations within the project limits that show the existing waterlines to be asbestos cement pipe (ACP). The PA does not need to include proposed alignments for waterlines that will be replaced.

Construction Estimates

Kim Moon requested that the preliminary construction estimate for the PA is detailed since the City will use it to potentially obtain federal funding. Chris Woolery (Kimley-Horn) said that high-level estimates would be provided for the intersection alternatives. A more detailed estimate for the City's preferred alternative will be included in the PA.

Other Draft Scope Discussion

Kim Moon requested a list of Kimley-Horn staff that will be working on this project.

Kim Moon to forward the draft scope and fee to internal City staff. Kim to also provide Kimley-Horn with comments on the draft scope and fee.

Kim Moon also confirmed that this project should be billed to the City as a lump sum per task. **Kimley-Horn to provide an "Exhibit B" that includes lump sum tasks to base invoices on.**

PROJECT DESCRIPTION

The project shall consist of preliminary design for improvements to the Ray Road/Dobson Road intersection to improve traffic congestion and safety. The project will conduct a traffic analysis to determine additional travel and turn lane needs and then develop and evaluate alternative intersection configurations to minimize impacts to the adjacent developed parcels.

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)
- AASHTO Policy on Geometric Design of Highways and Streets
- 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)

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.
 1. 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.
 2. DESIGN CONSULTANT shall work with the CITY to coordinate the early determination of facilities that may be abandoned or deactivated.
- ii. DESIGN CONSULTANT shall work with the CITY to facilitate utility land coordination with private utilities, especially Salt River Project (SRP) for their irrigation and electrical infrastructure. This task includes requesting utility land information, providing preliminary design information, and communication by phone with private utilities. DESIGN CONSULTANT shall include the CITY on all correspondence and provide a summary of notes for correspondence between the DESIGN CONSULTANT and private utilities.

b. Task 2.2: Utility Locating and Verification

- i. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the Preliminary (Roll Plot) design submittal.
- ii. DESIGN CONSULTANT shall prepare base maps detailing available 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.
- iii. 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 existing utilities.

3. PROGRESS MEETINGS

a. Task 3.1: Progress Meetings

- i. This task includes up to five (5) progress meetings. DESIGN CONSULTANT anticipates a maximum of three (3) personnel attending the progress meetings and meetings are anticipated to be conducted through a virtual format such as Microsoft Teams, Webex, or other virtual format.
- ii. This task includes two phone call updates per month (12 total).
- iii. DESIGN CONSULTANT shall prepare and distribute meeting minutes for each progress meeting, including Action Items to be reviewed and updated at each progress meeting.

- iv. This task includes coordination of Webex, Microsoft Teams, and other virtual formats as needed.

4. PROJECT MANAGEMENT

a. Task 4.1: Project Monitoring

- i. Perform regular budget monitoring
 - 1. 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.
- ii. Perform regular schedule monitoring
 - 1. DESIGN CONSULTANT shall adhere to the preliminary design schedule established for the project and such schedule may not be modified or deviated from without written consent by the CITY.
 - 2. The following is the preliminary design 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 + 4 Weeks
Initial Traffic Analysis Results/Recommendations	NTP + 6 Weeks
Initial Intersection Alternative Evaluation Results	NTP + 10 Weeks
Submit Project Assessment and Roll Plot	NTP + 20 Weeks

b. Task 4.2: Design Quality Control Plan

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

c. Task 4.3: Manage Sub-Consultants

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

5. PRELIMINARY DESIGN SURVEY

a. Task 5.1: Ground Survey

- i. DESIGN CONSULTANT 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) 2011 epoch, Arizona Central Zone, International Feet, modified to ground. Vertical datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88), International Foot, and in particular those NAVD 88 elevations assigned to benchmarks shown on published City of Chandler Benchmarks – Vertical Control map and list. Existing roadway centerline shall be established using existing street monumentation along with recorded surveys, plats and deeds available from the Maricopa County Recorder's Office and/or the MCDOT plat index.

b. Task 5.2: Topographic Survey

- i. DESIGN CONSULTANT shall perform aerial survey of all existing features including but not limited to 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. Aerial mapping will be used to provide the topographic features within the right of way on both sides of the roadway. The limits of the survey will be for 1350 feet east and 1400 feet west along Ray Road from the Dobson Road intersection and for 1350 feet south to 1400 feet north of Ray Road along Dobson Road. The aerial mapping will be used to produce a surface with a 1-foot contour interval.

6. RIGHT-OF-WAY (ROW)

a. Task 6.1: ROW Delineation

- i. At Preliminary Design, DESIGN CONSULTANT shall prepare an existing right-of-way base file of the project limits based on the Maricopa County Assessor's website. The right-of-way base file will show existing right-of-way, property lines, and easements along Ray Road and Dobson Road within the project limits. The right-of-way base file is for the purpose of identifying preliminary new right-of-way or easement needs based on the proposed intersection alternative analysis. The right-of-way base file will be provided on the intersection alternative exhibits and preliminary (roll plot) submittal.

7. ALTERNATIVE DEVELOPMENT

a. Task 7.1: Traffic Analysis

- i. Through a qualified traffic data collection firm, DESIGN CONSULTANT will obtain current two-hour typical weekday AM (7-9am) and PM (4-6pm) peak period traffic turning movement counts (TMCs) at the following three project intersections:
 1. Dobson Rd/Ray Rd
 2. Dobson Rd/Ironwood Dr/Seton Catholic High School Entrance
 3. Dobson Rd/Seton Catholic High School Exit/Shopping Center Driveway (approximately 550' north of the centerline of Ray Rd)
- ii. Through a qualified traffic data collection firm, DESIGN CONSULTANT will obtain current 24-hour typical weekday vehicle classification at the following locations:
 1. Ray Rd approximately 250' west of the centerline of Dobson Rd
 2. Ray Rd approximately 250' east of the centerline of Dobson Rd
 3. Dobson Rd approximately 200' south of the centerline of Ray Rd
 4. Dobson Rd approximately 250' north of the centerline of Ray Rd
 5. Dobson Rd approximately 500' south of the centerline of Ironwood Dr
 6. Dobson Rd approximately 350' north of the centerline of Ironwood Dr
- iii. DESIGN CONSULTANT will request from MAG the daily travel demand model volumes for the roads within the project limits (e.g., Dobson Road and Ray Road) for the existing (assumed to be 2021) and future (assumed to be 2030 for opening year and 2045 or 2050 for design year) regional no-build and build model scenarios.
- iv. The City will provide available AM and PM peak hour Synchro models and current signal timing information for the two signalized project intersections. DESIGN CONSULTANT will confirm the project intersection geometry and signal data shown in the Synchro models reflect current conditions.
- v. Analysis of Existing Conditions - DESIGN CONSULTANT will conduct traffic analysis for weekday AM and PM peak hours using the Synchro traffic model provided by the City and peak hour volumes derived from the collected traffic count data. DESIGN CONSULTANT will identify geometric and/or operational deficiencies during the AM and PM peak hours at the project intersections. An overall intersection level of service (LOS) of "D" or better is considered acceptable for the signalized project intersections.

- vi. Analysis of Future Conditions - DESIGN CONSULTANT will conduct design year traffic analysis for the future “no-build” conditions (i.e., assuming existing geometry). DESIGN CONSULTANT will develop future daily and AM and PM peak hour volumes based on projections derived from the annual growth rates calculated between the existing and future MAG model volumes. DESIGN CONSULTANT will identify geometric and/or operational deficiencies during the AM and PM peak hours at the project intersections. An overall intersection LOS of “D” or better is considered acceptable for the signalized project intersections.
- vii. Alternatives Development and Evaluation - DESIGN CONSULTANT will conduct design year traffic analysis for up to three future “build” alternatives. These alternatives will differ in the improvements assumed and capacity provided to identify which potential improvements are most cost-effective. DESIGN CONSULTANT will identify recommended geometric and operational improvements, taking into consideration operational and safety benefits as well as adverse impacts in terms of right-of-way, relative cost, and other impacts.
- viii. Crash Analysis - DESIGN CONSULTANT will obtain from the City the latest available five full calendar years of crash data, organized by location, to conduct a crash analysis and summarize the crash data at each location by severity and type. The City will also provide the most recent two years of the City’s annual crash report. DESIGN CONSULTANT will also develop text, tables, and/or figures to describe the findings of the crash analysis to identify crash patterns and potential mitigation measures.
- ix. Access Control Management - DESIGN CONSULTANT will also provide recommendations regarding access control management strategies that balance the need to provide access to adjacent land and roads with the need to promote safe and efficient operations.
- x. Traffic Data for Environmental Assessment - DESIGN CONSULTANT will summarize traffic volume and level of service information as needed for inclusion in future environmental noise and air quality assessments that will be required if federal funding is utilized.
- xi. Traffic Report - DESIGN CONSULTANT will prepare a draft Traffic Report that summarizes the findings of the traffic analysis conducted on existing and future traffic conditions and provides recommendations on road segment and intersection geometry to promote safe and efficient traffic operations through the design year. The draft Traffic Report will be submitted to the City in PDF format for one round of review. A sealed final Traffic Report that addresses any comments received from the City on the draft Traffic Report will be submitted to the City.

b. Task 7.2: Intersection Alternative Development/Evaluation

- i. DESIGN CONSULTANT shall coordinate the results of the traffic analysis to produce up to four (4) intersection alignments for evaluation. The intersection layouts shall be limited to roadway and striping design and will not include drainage, traffic signal, ITS, landscape, water, or sewer design.
- ii. DESIGN CONSULTANT shall develop an alternative analysis deliverable “matrix” to evaluate the costs and benefits of each alternative related to major utility relocations, City design standards, right-of-way acquisition, overall construction cost, and other design factors as determined by the design team.
- iii. DESIGN CONSULTANT shall evaluate construction cost limited to major utility relocations, construction cost of roadway items, and right-of-way acquisition. Costs will only be considered as they differ between up to four (4) alternative layouts.
- iv. DESIGN CONSULTANT shall produce exhibits of the alternative layouts showing the roadway and striping design and highlighting major impacts for submittal to the City.

8. PRELIMINARY DESIGN

i. Task 8.1: Preliminary Roadway Design

1. DESIGN CONSULTANT shall produce a roadway design of horizontal geometry and standard details to tie-in to existing infrastructure based on the recommended alternative determined by the CITY during the alternative development phase.
2. DESIGN CONSULTANT shall delineate preliminary right-of-way and easement needs based on the recommended alternative.
3. DESIGN CONSULTANT shall develop roadway typical sections, one for Ray Road and one for Dobson Road, for the roll plot.

ii. Task 8.2: Preliminary Drainage Assessment

1. DESIGN CONSULTANT shall review the existing drainage reports and as-builts for the adjacent developments. The reports and as-builts shall be provided by the CITY.
 - a. The required retention volume shown in these existing drainage reports and as-builts shall be assumed to be accurate.
2. DESIGN CONSULTANT shall evaluate existing retention basin and/or storm drain systems to determine preliminary impacts of the project improvements.
3. DESIGN CONSULTANT shall prepare a preliminary drainage conceptual design (roll plot) based on the recommended alternative determined by the City

iii. Task 8.3: Traffic Signal/Traffic Signal Interconnect Layout

1. Traffic Signal Upgrades

- a. DESIGN CONSULTANT shall design the preliminary traffic signal layout at the intersection of Ray Rd and Dobson Rd for the recommended alternative for inclusion into the Project Assessment.
- b. DESIGN CONSULTANT shall show the preliminary traffic signal layout on the roll plot exhibit included in the Project Assessment.

2. Traffic Signal Interconnect

- a. DESIGN CONSULTANT shall determine proposed interconnect improvements and incorporate into the estimated construction costs and the Project Assessment.

iv. Task 8.4: Street Light Layout

1. DESIGN CONSULTANT shall design the preliminary street lighting layout for the recommended alternative for inclusion into the Project Assessment.

v. Task 8.5: Striping Layout

1. DESIGN CONSULTANT shall design the preliminary striping layout for the intersection of Ray Rd and Dobson Rd for the recommended alternative for inclusion into the Project Assessment.
2. DESIGN CONSULTANT shall show the preliminary striping layout on the roll plot exhibit included in the Project Assessment.

vi. Task 8.6: Water, Sanitary Sewer, and Reclaimed Water Recommendations

1. CITY shall provide DESIGN CONSULTANT with the CITY's proposed recommendations for water, sanitary sewer, and reclaimed water improvements within the project limits. CITY utility recommendations shall be provided to DESIGN CONSULTANT during the intersection alternative development in order to incorporate these improvements and estimated construction costs into the Project Assessment.

vii. Task 8.7 Cost Estimates

1. DESIGN CONSULTANT shall prepare cost estimates for major pay items for each intersection alternative developed as part of the preliminary design.
2. Excel and PDF format of estimates shall be provided.

9. PROJECT ASSESSMENT

- i. DESIGN CONSULTANT shall submit a project assessment in compliance with City standards and with future submittal to ADOT if federal funding is acquired. The project assessment shall include the following sections:
 1. Introduction and Background
 2. Draft Project Scope of Work Narrative
 3. Development Considerations
 - a. Outside Agency Requirements
 - b. Survey Requirements
 - c. Geotechnical and Drainage Requirements
 - d. Right-of-Way Requirements
 - e. Utility Relocation Requirements
 - f. Traffic Signal Requirements
 - g. Roadway Elements
 - h. Drainage Elements
 - i. Design Criteria
 - j. Environmental Requirements
 4. Other Requirements
 5. Estimated Costs
 6. Construction
 7. Appendices
 - a. Roll Plot Exhibit of Recommended Alternative
 - b. Preliminary Cost Estimate
- ii. DESIGN CONSULTANT shall include an environmental overview in the project assessment.

10. ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- a. Environmental tasks associated with a Categorical Exclusion (CE) or other NEPA related process are not included as part of this scope.
- b. Final design construction documents including 15% plans are not included as part of this scope.
- c. Final design level topographic survey, utility locating (Levels A and B), and geotechnical investigations are not included as part of this scope.
- d. Application fees for City reviews and permits shall be paid by City.
- e. It has been assumed that all agencies have a 20-working day review period.
- f. Application fees for other agencies other than the City shall be paid utilizing the Direct Expense Allowance.
- g. Construction management or observation, inspection, or participation in construction meetings is excluded.
- h. Owner's Allowance shall only be used with prior written approval from the City representative.
- i. Traffic signal pole and conductor schedules, ITS layout, splice details and communications architecture details will not be included as part of this scope.
- j. ITS fiber audit is not included as part of this scope.

- k.** Water, sewer, and reclaimed water design, including preliminary layouts, will not be included as part of this scope.
- l.** Signing layout and landscape design will not be included as part of this scope.
- m.** Street lighting photometric analysis is excluded.

Ray Road and Dobson Road Intersection Improvements
Preliminary Design Phase
11/5/21
City Project No. ST2103.201

ID	Task Name	Duration	Start	Finish	Predecessors	2022 OctNovDecJanFebMarAprMayJunJulAug
1	Pre-Design NTP	0 days	Mon 1/24/22	Mon 1/24/22		
2	Data Collection & Survey	20 days	Mon 1/24/22	Fri 2/18/22		
3	Data Collection	10 days	Mon 1/24/22	Fri 2/4/22	1	
4	Control & Topo Survey	20 days	Mon 1/24/22	Fri 2/18/22	1	
5	Traffic Counts	15 days	Mon 1/24/22	Fri 2/11/22	1	
6	Traffic Analysis & Alternative Evaluation	50 days	Mon 2/14/22	Fri 4/22/22		
7	Traffic Analysis	15 days	Mon 2/14/22	Fri 3/4/22	5	
8	Initial Traffic Results Meeting w/ City	0 days	Fri 3/4/22	Fri 3/4/22	7	
9	Roadway Alternative Development	20 days	Mon 2/28/22	Fri 3/25/22	8FS-5 days	
10	Draft Traffic Report & Alternative Evaluation Submittal	0 days	Fri 3/25/22	Fri 3/25/22	9	
11	City Review	15 days	Mon 3/28/22	Fri 4/15/22	10	
12	Alternative Evaluation Meeting	0 days	Fri 4/15/22	Fri 4/15/22	11	
13	Project Team Selects Preferred Alternative	5 days	Mon 4/18/22	Fri 4/22/22	12	
14	Project Assessment (PA)	35 days	Mon 4/25/22	Fri 6/10/22		
15	Preliminary Design and Estimate for Preferred Alt	15 days	Mon 4/25/22	Fri 5/13/22	13	
16	Final Traffic Report and Draft PA Submittal	0 days	Fri 5/13/22	Fri 5/13/22	15	
17	City Review of PA	15 days	Mon 5/16/22	Fri 6/3/22	16	
18	Update PA	5 days	Mon 6/6/22	Fri 6/10/22	17	
19	Final PA Submittal	0 days	Fri 6/10/22	Fri 6/10/22	18	

Project: 20211105-PreDesign S
Date: Fri 11/5/21

Task		Inactive Summary		External Tasks	
Split		Manual Task		External Milestone	
Milestone		Duration-only		Deadline	
Summary		Manual Summary Rollup		Progress	
Project Summary		Manual Summary		Manual Progress	
Inactive Task		Start-only			
Inactive Milestone		Finish-only			

EXHIBIT "B"
COMPENSATION AND FEES

Exhibit B - Detail of Consultant's Compensation
City of Chandler
Ray Road and Dobson Road Intersection Improvements
ST2103.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.
TASK DESCRIPTION	SUBTOTAL	\$ 210.00	\$ 185.00	\$ 165.00	\$ 145.00	\$ 130.00	\$ 80.00
TASK 1 - DATA COLLECTION	\$ 2,850	-	2	-	8	4	10
As-Built & Past Report Research	\$ 900				4		4
Utility Data Collection - Collect and Log As-Built	\$ 1,000					4	6
Review, PDF and Log As-Built/Past Reports	\$ 950		2		4		
	\$ -						
TASK 2 - PUBLIC UTILITY COORDINATION							
TASK 2.1 - UTILITY COORDINATION	\$ 5,070	6	9	13	-	-	-
Individual Utility Coordination Meetings - up to four (4)	\$ 2,250	6		6			
Individual Utility Coordination Meetings Notes	\$ 660			4			
Review Prior Rights Documentation (Up to 3 reviews)	\$ 2,160		9	3			
	\$ -						
TASK 2.2 - UTILITY LOCATING & VERIFICATION	\$ 5,580	-	4	12	-	22	-
Field Review	\$ 1,440			4		6	
Prepare Utility Base File	\$ 4,140		4	8		16	
	\$ -						
TASK 3 - PROGRESS MEETINGS	\$ 11,040	16	5	26	17	-	-
Monthly Progress Meetings (5 Mtgs)	\$ 5,400	10	5	10	5		
Prepare Meeting Agenda/Exhibits/Handouts	\$ 1,260			5	3		
Meeting Notes	\$ 825			5			
Monthly Phone Call Update and Notes (up to 12 calls)	\$ 3,555	6		6	9		
	\$ -						
TASK 4 - PROJECT MANAGEMENT	\$ 13,810	29	18	14	-	-	26
Budget Monitoring/Setup/Insurance/Invoicing	\$ 1,900	6					8
Contract Management (6 Months @1.5 hrs/Month)	\$ 1,110	3					6
Develop/Maintain Project Design Schedule	\$ 1,410	2		6			
Design Quality Control Plan	\$ 1,080	2		4			
QA/QC	\$ 6,320	16	16				
Manage Sub-Consultants	\$ 1,030		2	4			
Project Documentation/Email/Document Filing (6 Months @ 2 hrs/Month)	\$ 960						12
	\$ -						
TASK 5 - PRELIMINARY DESIGN SURVEY	\$ 3,460	-	8	12	-	-	-
Develop Survey Request	\$ 660			4			
Review and Update Topo Survey CAD Files	\$ 2,800		8	8			
See Subconsultant - Control & Topo Survey - RLF Consulting	\$ -						
	\$ -						
TASK 6 - RIGHT-OF-WAY	\$ 7,020	4	12	24	-	-	-
Right of Way Base Map	\$ 7,020	4	12	24			
	\$ -						
TASK 7 - ALTERNATIVE DEVELOPMENT							
TASK 7.1 - TRAFFIC ANALYSIS	\$ 27,070	23	4	44	8	100	1
Traffic Count Data Collection	\$ 715	1		1		2	1
MAG Travel Demand Model Volumes	\$ 1,465	1		2	1	6	
City Files: Historical Traffic Count Data, Synchro Model, Signal Timing	\$ 1,155	1		1		6	
Existing Conditions - Synchro Analysis/Identification of Deficiencies	\$ 2,055	1		4	1	8	
Future Conditions - Future Traffic Volumes	\$ 2,120	2		4		8	

Exhibit B - Detail of Consultant's Compensation
City of Chandler
Ray Road and Dobson Road Intersection Improvements
ST2103.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.
TASK DESCRIPTION	SUBTOTAL	\$ 210.00	\$ 185.00	\$ 165.00	\$ 145.00	\$ 130.00	\$ 80.00
Future Conditions - Synchro Analysis/Identification of Deficiencies	\$ 2,545	2		5		10	
Synchro Analysis for 3 Alternatives/Recommended Improvements	\$ 3,635	2	1	4	2	16	
Crash Analysis	\$ 3,140	3		4	2	12	
Access Control Management	\$ 2,515	3	1	4		8	
Traffic Data for Environmental Assessment	\$ 1,485	1		3		6	
Draft Traffic Report	\$ 4,050	4	1	8	1	12	
Final Traffic Report	\$ 2,190	2	1	4	1	6	
TASK 7.2 - INTERSECTION ALTERNATIVE DEVELOPMENT AND EVALUATION	\$ 30,900	14	16	40	48	88	-
Ray/Dobson Intersection Alternative Layouts (up to 4 alternatives)	\$ 14,020	4	8	12	24	48	
Ray/Dobson Intersection Alternative Matrix Evaluation	\$ 4,300	4	8	12			
Quantities/Estimate (up to 4 alternatives)	\$ 4,320	2		4	8	16	
Alternative Evaluation Exhibits	\$ 8,260	4		12	16	24	
TASK 8 - PRELIMINARY DESIGN							
TASK 8.1 - PRELIMINARY ROADWAY DESIGN	\$ 7,580	-	4	12	12	24	-
Ray/Dobson Intersection Layout (Roll Plot)	\$ 5,880		4	8	12	16	
Preliminary Proposed Right-of-Way Layout	\$ 850			2		4	
Typical Sections for Ray Road and Dobson Road (Roll Plot)	\$ 850			2		4	
	\$ -						
TASK 8.2 - PRELIMINARY DRAINAGE ASSESSMENT	\$ 6,450	-	6	12	16	8	-
Evaluate Existing Drainage Reports/Plans	\$ 2,190		2	4	8		
Verify Existing Retention Basin Capacities	\$ 2,190		2	4	8		
Drainage Layout (Roll Plot)	\$ 2,070		2	4		8	
	\$ -						
TASK 8.3 - TRAFFIC SIGNAL/INTERCONNECT LAYOUT	\$ 4,130	-	6	12	-	8	-
Ray Rd and Dobson Rd Traffic Signal Layout (Roll Plot)	\$ 3,100		4	8		8	
Incorporate Interconnect Info Into PA and Estimate	\$ 1,030		2	4			
TASK 8.4 - STREET LIGHT PRELIMINARY LAYOUT	\$ 2,190	-	2	4	8	-	-
Street Lighting Layout (Roll Plot)	\$ 2,190		2	4	8		
TASK 8.5 - STRIPING LAYOUT	\$ 4,140	-	4	8	-	16	-
Striping Alternatives	\$ 2,070		2	4		8	
Striping Layout (Roll Plot)	\$ 2,070		2	4		8	
TASK 8.6 - WATER, SANITARY SEWER & RECLAIMED WATER RECOMMENDATIONS	\$ 2,710	-	2	4	8	4	-
Incorporate Water, Sewer and Reclaimed Water Info Into PA and Estimate	\$ 2,710		2	4	8	4	
TASK 8.7 - COST ESTIMATES	\$ 2,450	2	-	6	-	8	-
Quantities/Estimate Preliminary	\$ 2,450	2		6		8	
TASK 9 - PROJECT ASSESSMENT	\$ 6,540	4	4	16	16	-	-
Project Assessment	\$ 5,140	4		12	16		
Environmental Overview	\$ 1,400		4	4			

Exhibit B - Detail of Consultant's Compensation
City of Chandler
Ray Road and Dobson Road Intersection Improvements
ST2103.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.
TASK DESCRIPTION	SUBTOTAL	\$ 210.00	\$ 185.00	\$ 165.00	\$ 145.00	\$ 130.00	\$ 80.00
SUBTOTAL DIRECT LABOR	\$ 142,990	98	106	259	141	282	37
SUBCONSULTANTS TASKS							
TASK 5 - CONTROL & DRONE SURVEY (RLF CONSULTING)	\$ 6,200						
Control & Drone Survey - See Appendix B	\$ 6,200						
SUBTOTAL SUBCONSULTANTS	\$ 6,200						
DIRECT EXPENSES							
EXPENSES	\$ 2,940						
General Expenses	\$ 1,500						
Traffic Counts	\$ 1,440						
OWNER'S ALLOWANCE							
OWNER'S ALLOWANCE	\$ 15,000						
Owner's Allowance	\$ 15,000						
TOTAL CONTRACT FEE - NOT TO EXCEED	\$ 167,130						



October 22, 2021

Project: **P2021226 Ray and Dobson**

Reference: **Topographic Survey & Aerial Mapping**

Chad W. Huber, RLS

Kimley-Horn | 7740 N. 16th Street, Suite 300, Phoenix, AZ 85020

Direct: 602 837 5511 | Mobile: 623 687 7691

RLF Consulting is pleased to submit this proposal for Land Surveying Services

Our scope and fee are based on the following assumptions:

- The Horizontal Datum will be based on the Arizona Coordinate System, 1983, (Central) Zone GDACs for base control linework
- The Vertical Datum will be based on NAVD 88 City of Chandler (BMS 11 & 12)

Task 001 – Topographic Survey

- Verify horizontal and vertical control
- The limits of topographic survey are 1350' east, 1350' south, north to Ironwood (1400 feet) and west to Carriage Ln (1400 feet).
- Provide site topography to include contours at 1-foot intervals, with spot elevations at critical locations (i.e. high points, low points, at top and bottom of curb line, edge of pavement, etc.). PCs, PTs & angle points
- Locate existing planimetric features and visible utilities to include sewer manholes, water valves, grates, inlets, and other features as delineated on the aerial exhibit.
- RLF will use traditional survey methodology along with UAS obtained close range photogrammetric data to produce high precision 3D models to produce topographic mapping.
- RLF will produce a geo-referenced ortho-rectified aerial image of the parcel with a GSD (Ground Sampling Distance) of 0.70 inch/pixel.

Project deliverables-

- 2D/3D CAD Basemap in Civil 3D format. | DTM Surface in Civil 3D format. | xml surface data .
Georeferenced Ortho Image ASCII Point Files | Sealed Topographic Survey sheet and Control Meta data

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

N/A