



**PROFESSIONAL SERVICES AGREEMENT**  
**Design Services**  
**TUMBLEWEED PARK SOFTBALL FIELD COMPLEX**  
**Project No. PR2106.201**  
**Council Date: March 24, 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 **Gavan & Barker, Inc.**, an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

**RECITALS**

A. City proposes to engage Consultant to provide Design Services for **TUMBLEWEED PARK SOFTBALL FIELD COMPLEX** 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 **300** 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 **\$588,441.01** 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<br>Public Works & Utilities Department<br>Attn: CIP City Engineer<br>P.O. Box 4008, Mail Stop 407<br>Chandler, AZ 85244-4008<br>Phone: 480-782-3343<br>Email: andrew.goh@chandleraz.gov |
| With a Copy to: | City of Chandler<br>Public Works & Utilities Department<br>Attn: Project Manager<br>P.O. Box 4008, Mail Stop 407,<br>Chandler, AZ 85244-4008                                                             |
| To Consultant:  | Gavan & Barker, Inc.<br>Mailing Address: 3030 N. Central Ave Ste 700 Phoenix AZ 85012<br>Statutory Agent Name: Lon Licht<br>Statutory Agent Mailing Address: 5225 N Central Ave Ste 115 Phoenix AZ 85012 |
|                 | CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE<br>Name: John Barker<br>Title: Principal Landscape Architect<br>Phone: 602-200-0031<br>Email: jbarker@gavanbarker.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 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

ATTEST:

*JMB*

\_\_\_\_\_  
City Clerk

Seal

-----  
**"CONSULTANT"**

**Gavan & Barker, Inc.**

Signature

Date

Print Name

Title

Signer Email Address

*John Barker* 1-26-22

*JOHN BARKER*

*VICE PRESIDENT*

*j.barker@gavanbarker.com*

**EXHIBIT "A"**  
**SCOPE OF SERVICES/SCHEDULE**

## ATTACHMENT A

### DETAILED DESCRIPTION OF THE PROJECT AND DESIGN CONSULTANT SCOPE OF SERVICES

**PROJECT TITLE: Tumbleweed Park Ballfield Complex**  
**PROJECT NO.: PR2106.201**  
**Chandler, AZ.**

#### 1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1. Design consultant will provide services for the design, permitting, and development of construction documents for the development of a new four-field ballfield complex at Tumbleweed Park, located in the square mile bordered by Germann, McQueen, and Queen Creek Roads, and Arizona Avenue, Chandler, Arizona, all as more specifically described herein below.

The design elements of this project may include, but not be limited to, four lighted ballfields, lighted parking lots with approximately 420 spaces, restroom building, including water and sewer connections, sidewalks and multi-use path, extension of Pioneer Parkway of approximately 1100-ft, extension of an 8-inch water line in Pioneer Parkway,  $\frac{3}{4}$ -mile street improvements on Ryan Road from the Union Pacific Railroad (U.P.R.R.) to McQueen Road, area and street lighting, landscaping and irrigation, possible traffic signals at McQueen Road, and other associated functions. The project location is more specifically described as an area of approximately 19 acres located between Pioneer Parkway and Ryan Road, and between the Union Pacific Railroad and McQueen Road. The ballfield site is currently being farmed and is flood irrigated.

- 1.2. The following are more specific project element descriptions:

**Ballfields:** Four lighted softball fields with a minimum 300-ft outfield fence will be designed. It is understood that the City desires a larger field if possible, which will be studied. The fields will be designed using artificial synthetic turf for both the outfield and infield playing surfaces. A subsurface drainage system will be designed to accommodate the artificial turf. A sprinkler system will also be designed to provide cooling of the artificial turf. The ballfields will include chain link outfield and backstop fencing, and shaded dugouts and spectator seating. Multiple lighted parking lots will be designed around the new ballfields providing for approximately 420 spaces. Retention basins will be designed to accommodate the parking lots and the Pioneer Parkway extension.

**Restroom Building:** A new restroom building with approximately 700 square feet will be designed and located to service the four ballfields. The restroom will be similar to the unisex restroom recently built on the north side of Pioneer Parkway at the four multi-use fields, including approximately 10 stalls, with related plumbing chase and maintenance space, and an exterior drinking fountain. A new sewer line will be designed from the restroom to an existing manhole located south of the proposed restroom between the ballfields. A new restroom water service will be connected to a new water main installed with the extension of Pioneer Parkway.

**Pioneer Parkway Roadway Extension:** The design of the Pioneer Parkway extension will include extending the existing roadway west and south to a new intersection at Ryan Road for

a distance of approximately 1100 feet. The roadway section will consist of a 15-ft raised median, and a 13-ft through lane and 5-ft bike lane in each direction with 8-ft wide parallel parking on both sides of the road. The alignment of Pioneer Parkway will be determined based on coordination with City Transportation and the type of intersection required at Ryan Road.

**Existing Pioneer Parkway Landscaping and Retention:** The project will include studying the existing portion of Pioneer Parkway east of Hamilton Street to Anvil Road, to determine the roadway retention required and how much of the existing retention area can be removed. The design will then provide grading and landscaping to match the character of the park.

**Water Line Extension:** The water design for this project will include the extension of an 8-inch water main in Pioneer Parkway that will connect to the existing 12" waterline in Ryan Road; providing a looped system for the softball complex. The waterline extension will include fire hydrants along Pioneer and within the softball complex, a building fire line for the restroom, and a water service line for the restroom.

**Floodplain Regulations:** The new park improvements will be designed to meet the requirements as outlined in the City of Chandler Drainage Policies and Standards Technical Design Manual #3 (TDM #3). The site is located within the FEMA Flood Zone 'AH' that runs along the east side of UPRR. Therefore, the grading plan will have to conform to the Flood Control District of Maricopa County (District) Floodplain Regulations. The Regulations require new development within Zone 'AH' to preserve the 100-year flood pool volume and the lateral conveyance along the RR, with no decrease in storage volume or conveyance area. This will be accommodated by adjusting the ballfield elevations low enough to maintain flood storage volume while keeping the restroom finished floor elevation above the Regulatory Flood Elevation. To accomplish this, it is anticipated that a central raised restroom and spectator seating area will be necessary at the center of the softball complex. We will coordinate with the District to get concurrence on the grading plan prior to submitting final plans for the floodplain use permit.

**Railway Museum Storm Water:** It is understood that the Railway Museum wants to raise the elevation of their storage yard to reduce the amount of low-lying drainage retention area within the yard. During the last phase of park development, the storm water retention basin for the multi-use fields was upsized to accommodate the runoff from the Railway Museum, allowing the raising of the Museum storage area. Grading design will be provided within the Museum's yard to ensure that it drains out to the upsized retention basin on the north side of the multi-use fields.

**Railway Museum Site Coordination:** Construction of the new Pioneer Parkway and connection to Ryan Road will disrupt the existing entrance road to the Museum. Coordination will be provided, and the design will plan to provide temporary access as well as the plan for future Museum facilities. We will provide design of a new Museum driveway and lighted parking lot, and associated storm water retention basins.

**Ryan Road Improvements:** Half-street design will be provided for Ryan Road from the U.P.R.R. to approximately one-half mile to the east, and then continuing east with approximately a quarter-mile of full street improvements to McQueen Road. The half-street improvements will require coordination with the proposed private development improvements on the south side of Ryan Road. Ryan Road improvements will include undergrounding the SRP and private irrigation delivery ditches, and possibly undergrounding the overhead power and communication lines on the north side of Ryan Road. Along with new curb, gutter and

sidewalk improvements, street lighting, shared-use path, and landscape design will be prepared.

**Landscape:** Landscape design will be prepared for the park ballfield, parking, and retention areas, as well as the roadway improvement areas, including medians, half and full street right-of-way areas. The planting design will follow the character of the existing Tumbleweed Park landscape, including turf and low water using trees, shrubs, and ground covers.

**Landscape Irrigation:** In addition to the artificial turf cooling sprinkler system design, natural turf irrigation and drip irrigation will be designed for the project landscape improvements. The natural turf sprinkler system and drip system will utilize the existing pump system installed with the multi-use fields in the last park phase which is connected to the Tumbleweed Park reclaimed water source.

- 1.3. Consultant will provide all design services for the Project including, but not limited to, normal landscape, civil, architectural, traffic and electrical engineering services.

## **2. ASSIGNMENT:**

- 2.1 The design contract has been awarded to an architect based on their proposed personnel and specified consultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B will perform those portions of the work listed therein.

## **3. PROJECT SCHEDULE:**

- 3.1. Consultant must perform the services within the times set forth in the Production Schedule included herein and made a part hereof by reference.
- 3.2. Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

## **4. QUALITY CONTROL:**

- 4.1. Consultant must institute and comply with the Design Quality Control Plan attached hereto and made a part hereof by reference.

## **5. PRELIMINARY RESEARCH:**

- 5.1. Document Search and Research: As and for preliminary research before preparing the project design, Consultant will:
  - a. Perform a Document Search for utility as-builts.

- b. Perform a Document search for rights-of-way.
  - c. Perform a Document search for survey ties and benchmarks.
  - d. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
  - e. Research and/or obtain geotechnical reports and investigations, master plans, computer model data and field surveys.
  - f. Research all utility companies/agencies and acquire all available as-built and utility records.
- 5.2. Investigate existing conditions, make measured drawings, and verify accuracy of drawings or other information furnished by City.
- 5.3. Survey: Consultant must provide a survey of the project area that includes complete topographical and property data of the immediate site. Design must utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. Clearly define the benchmark location and elevation that will be utilized for construction of this facility. The survey limits include approximately 48-acres in the southwest corner of Tumbleweed Park and the Ryan Road right-of-way as shown on the exhibit within the attached survey proposal (SEE ATTACHED SCOPE OF WORK FOR THE TOPOGRAPHIC SURVEY PREPARED BY RICK ENGINEERING).

## 6. UTILITY/AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies will be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- 6.2 Consultant must identify utility conflicts during the initial stages of the design process.
- 6.3 Consultant must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
- a. Consultant shall coordinate the 8-inch water line extension and the reclaimed water irrigation extension through the Maricopa County Environmental Services. Consultant shall coordinate the "Approval to Construct" application packages to the County for the water line and use of reclaimed water for irrigation. The "Approval of Construction" will be provided in a construction administration services provided under a separate contract agreement.
  - b. Consultant shall coordinate flood plain consultation with the Flood Control District of Maricopa County (FCDMC). Consultant shall prepare a drainage report for review and approval by FCDMC to show that the new improvements will not impact the existing flood plain.
- 6.4 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase.
- 6.5 Consultant must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any

necessary relocations.

- 6.6 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- 6.7 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 6.8 Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.

## **7. GEOTECHNICAL INVESTIGATION:**

- 7.1. Consultant will provide Geotechnical reconnaissance and recommendations for the site grading, pavements, structures, and retention percolation. Representative samples shall be obtained (field exploration) and appropriate lab testing and analysis shall be conducted for the design of pavements and foundations. Recommendations and conclusions will be presented in the final report. SEE ATTACHED SCOPE OF WORK FOR GEOTECHNICAL ENGINEERING PREPARED BY RICKER, ATKINSON, MCBEE, MORMON & ASSOCIATES.
- 7.2. Sub-surface soil conditions, established by the geotechnical investigations, shall be incorporated into the bid documents in a manner usable to the excavation and foundation bidding and construction.

## **8. PROGRAMMING:**

- 8.1. Consultant must meet with City staff to ascertain the requirements of the Project and will arrive at a mutual understanding of such requirements.
- 8.2. Consultant shall participate in Public Information meetings as determined by City. An allowance is established to be used as needed for public information meetings including preparing exhibits, facilitating discussions and documenting meeting information exchange. City will advertise and promote the meetings.
- 8.3. Consultant must facilitate bi-weekly meetings to gather pertinent information from City staff, Municipal Utilities, Railway Museum, Private Development, etc. Two bi-weekly meetings are anticipated during the programming phase.
- 8.4. Consultant must prepare a "Program" which will include:
  - a. Establish construction budget;
  - b. Complete documentation of site survey from preliminary work (base sheets);
  - c. Define new building space needs;
  - d. Define new space requirements and amenities necessary to accommodate planned activities;
  - e. Define site requirements.
- 8.5. Based on the mutually agreed-upon program, schedule and construction budget requirements, Consultant must prepare, for approval by City, Schematic Design Documents

consisting of drawings and other documents illustrating the scale and relationship of the Project components.

## **9. SCHEMATIC DESIGN (30% Document Review):**

- 9.1. Consultant shall refine the site plan based on the park master plan and the refined programming. The refined schematic site plan will show the street extension of Pioneer Parkway, Ryan Road improvements, ballfield four-plex and parking lot layout, sidewalks, restroom location, and landscaping. Schematic plans for the restroom will be included and will show a floor plan and section elevations. The Schematic plans will be provided for City review and for a City Pre-Tech review.
- 9.2. Tasks included in programming/schematic design include:
  - 9.2.1. Refinement of concept site plan
  - 9.2.2. Preliminary drainage calculations
  - 9.2.3. Schematic grading plans
  - 9.2.4. Schematic water & sewer plans (Plan view only)
  - 9.2.5. Schematic roadway plans (Plan view only)
  - 9.2.6. Schematic landscape plans
  - 9.2.7. Schematic architectural plan
  - 9.2.8. Preliminary cost estimate
- 9.3. Four bi-weekly on-line meetings are anticipated during the schematic design phase.

## **10. DESIGN DEVELOPMENT (60% Document Review):**

- 10.1. Based on the approved Schematic Design Documents and any adjustments authorized by CITY in the program, schedule or construction budget, Consultant shall prepare, for approval by the CITY, Design Development Documents. Using the information gathered from the schematic design phase, 60% plans will be prepared including grading and drainage, landscape, irrigation, electrical, and architectural, along with associated details for the fields, restroom, and other new improvements. Tasks include:
  - 10.1.1. Site plan refinement
  - 10.1.2. Outline specifications
  - 10.1.3. Construction plans
  - 10.1.4. Site details
  - 10.1.5. Grading plans
  - 10.1.6. Water, sewer, and reclaimed water plans
  - 10.1.7. Roadway plan & profile plans
  - 10.1.8. SRP irrigation pipe plan & profile plans
  - 10.1.9. Planting plans
  - 10.1.10. Irrigation plans: Including design of both artificial turf cooling sprinkler system and sprinkler and drip irrigation. - SEE ATTACHED SCOPE OF WORK FOR SPRINKLER IRRIGATION DESIGN PREPARED BY CARL KOMINSKY.
  - 10.1.11. Landscape details
  - 10.1.12. Architectural plans – SEE ATTACHED SCOPE OF WORK FOR RESTROOM ARCHITECTURAL PLANS PREPARED BY RJA ARCHITECTS.
  - 10.1.13. Electrical plans: including site lighting and street lighting – SEE ATTACHED SCOPE OF WORK FOR ELECTRICAL ENGINEERING PREPARED BY WRIGHT ENGINEERING.

#### 10.1.14. Cost estimate

10.2. Four bi-weekly on-line meetings are anticipated during the design development phase. It is anticipated that an additional on-site meeting may also be required in this phase.

### **11. CONSTRUCTION DOCUMENTS (90% & 100% Document Review):**

11.1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CITY, Consultant shall prepare construction documents final submittal which will include final plans, specifications, cost estimate, and drainage report for submittal to City Plan Review. Tasks include:

- 11.1.1. Final construction plans
- 11.1.2. Final grading plans
- 11.1.3. Final water, sewer, and reclaimed water plans
- 11.1.4. Final horizontal control plans
- 11.1.5. Final site details
- 11.1.6. Final roadway plan & profile plans
- 11.1.7. Final SRP pipe plan & profile plans
- 11.1.8. Final planting plans & details
- 11.1.9. Final irrigation plans & details
- 11.1.10. Final electrical plans, details, & photometrics
- 11.1.11. Erosion/sediment control plans
- 11.1.12. Final architectural plans
- 11.1.13. Final technical specifications
- 11.1.14. Final drainage report - Calculations will be prepared (schematic phase) documenting the required storm water retention volume for approval by the City. The final report will also document the anticipated contributing offsite flows which will be conveyed through the project site. A final report will be produced during the construction document phase reflecting final design and required storm water retention volumes, prepared in accordance with City of Chandler drainage requirements. The report will also document the storage volume below the FEMA base flood elevation to prove that the improvements will not increase the 100-year flood level.
- 11.1.15. Final cost estimate, including bid alternates if required. If the project construction is procured using the CMAR process, in-lieu of a final cost estimate, the consultant team shall review the CMAR cost proposal and attend review meeting to discuss CMAR proposal.
- 11.1.16. Construction Document Submittal – Preparation of Plan Review forms/certificates; hard copy and digital file deliverables for plans, specifications, and estimates.

11.2. Four bi-weekly meetings are anticipated during the construction document phase. It is anticipated that an additional on-site meeting may be required in this phase.

11.3. Respond to Plan Review comments – Consultant shall address plan review comments, adjusting the plans, specifications, & cost estimate as necessary to obtain plan approvals

### **12. BID ASSISTANCE / CONTRACTOR COORDINATION:**

12.1. Bidding Assistance - Consultant shall provide bidding assistance to the City, including: assistance in the preparation of the Bid Form; attend and participate in the pre-bid

conference for the purpose of answering technical questions from potential bidders; assist the city in the evaluation of “substitutions and or-equals” and make a recommendation to accept or decline; and assist in the preparation of addenda for review and approval by City. If the CMAR process is used, the Consultant shall provide services to assist the City in contractor procurement and CMAR questions and pricing.

### 13. Subconsultants

- 13.1. **Rick Engineering** – Topographic survey;
- 13.2. **Ricker Atkinson McBee Morman & Associates (RAMM)** – Geotechnical Engineering;
- 13.3. **Wright Engineering** – Site Electrical Engineering;
- 13.4. **Carl Kominsky Landscape Architect** – Irrigation Design;
- 13.5. **RJA Architects** – Restroom Architectural Design
- 13.6. **Greenlight Traffic Engineering** – Signing & Striping, Traffic Study, Traffic Signal Design

### 14. Allowances

- 14.1. **Reimbursables:** Printing, deliveries, and application/review fees for Maricopa County Environmental Services.
- 14.2. **Pothole Allowance:** This allowance is to provide potholing of underground utilities such as the water recharge facilities, Ryan Road utilities, and particularly in the case where a new traffic signal at McQueen Rd. and Ryan Rd. is implemented.
- 14.3. **Public Involvement Allowance:** This allowance is to provide coordination, exhibits, and participation in public meetings. Two public meetings are anticipated under this allowance.
- 14.4. **Legal Descriptions Allowance:** This allowance is to provide services to prepare legal descriptions in the event that right-of-way is required for Ryan Road improvements or for a new traffic signal at McQueen and Ryan Roads.
- 14.5. **Traffic Study Allowance:** This allowance is to provide traffic engineering services if a traffic study is required for the project. (SEE ATTACHED SCOPE OF WORK FOR TRAFFIC STUDY SERVICES PREPARED BY GREENLIGHT TRAFFIC ENGINEERING).
- 14.6. **Traffic Signal Design Allowance:** This allowance is to provide traffic engineering and civil engineering services if traffic signal design plans are required for the project. (SEE ATTACHED SCOPE OF WORK FOR TRAFFIC SIGNAL DESIGN SERVICES PREPARED BY GREENLIGHT TRAFFIC ENGINEERING).
- 14.7. **Undergrounding Utility Allowance:** This allowance is to provide civil engineering and electrical engineering services if the existing overhead utility lines on the north side of Ryan Road are required to be relocated underground. If the overhead utility lines are not undergrounded, Wright Engineering has included an allowance fee for SAG analysis for Ryan Road street lighting, which would utilize this allowance.
- 14.8. **Additional Survey Allowance:** This allowance is to provide additional topographic survey in the event that City Transportation requires a longer distance of survey in the right-of-way for the design of a new signal at McQueen Road.
- 14.9. **Owner’s Allowance - Additional Design Tasks & Meetings:** This allowance is to provide additional design services and project meetings in the event that the project budget allows for

additional features or improvements beyond items scoped, or for additional design due to unforeseen site conditions.

## **15. Assumptions**

- 15.1. Pioneer Pkwy & Ryan Rd Intersection: It is assumed that this intersection will be a standard T-intersection and that a roundabout intersection as shown in the park master plan will not be required.
- 15.2. Environmental Services: It is assumed that investigation and reporting of biological and cultural resources will not be required or will be conducted by the City.
- 15.3. ALTA & Condition of Title: Due to the project being located on only a portion of the overall City property, it is assumed that an ALTA survey or a Condition of Title will not be required to meet typical Planning Department requirements.

**ATTACHMENT A-2**  
**PRODUCTION ASSIGNMENTS**  
**Tumbleweed Park Ballfield Complex**  
**PROJECT NO.: PR2106.201**

**Prime Design Consultant:** Gavan & Barker, Inc.

**Principal LA / Project Manager:** John Barker, PLA, ASLA  
**Principal/Senior Engineer:** Mark Gavan, P.E., R.L.S  
**Project Engineer:** Omer Karovic, P.E.  
**Project Designer:** Joel Hormann  
**Engineering Designer:** Alfred Abalos

**Field Survey:** Rick Engineering

**Registered Land Surveyor:** Jason Segneri, RLS

**Geotechnical Engineering:** Ricker, Atkinson, McBee, Mormon & Associates

**Project Engineer:** Dave Thomas, P.E.

**Electrical Engineering:** Wright Engineering Corporation

**Electrical Engineer:** Cliff Tolman, P.E.

**Architect:** RJA Architects

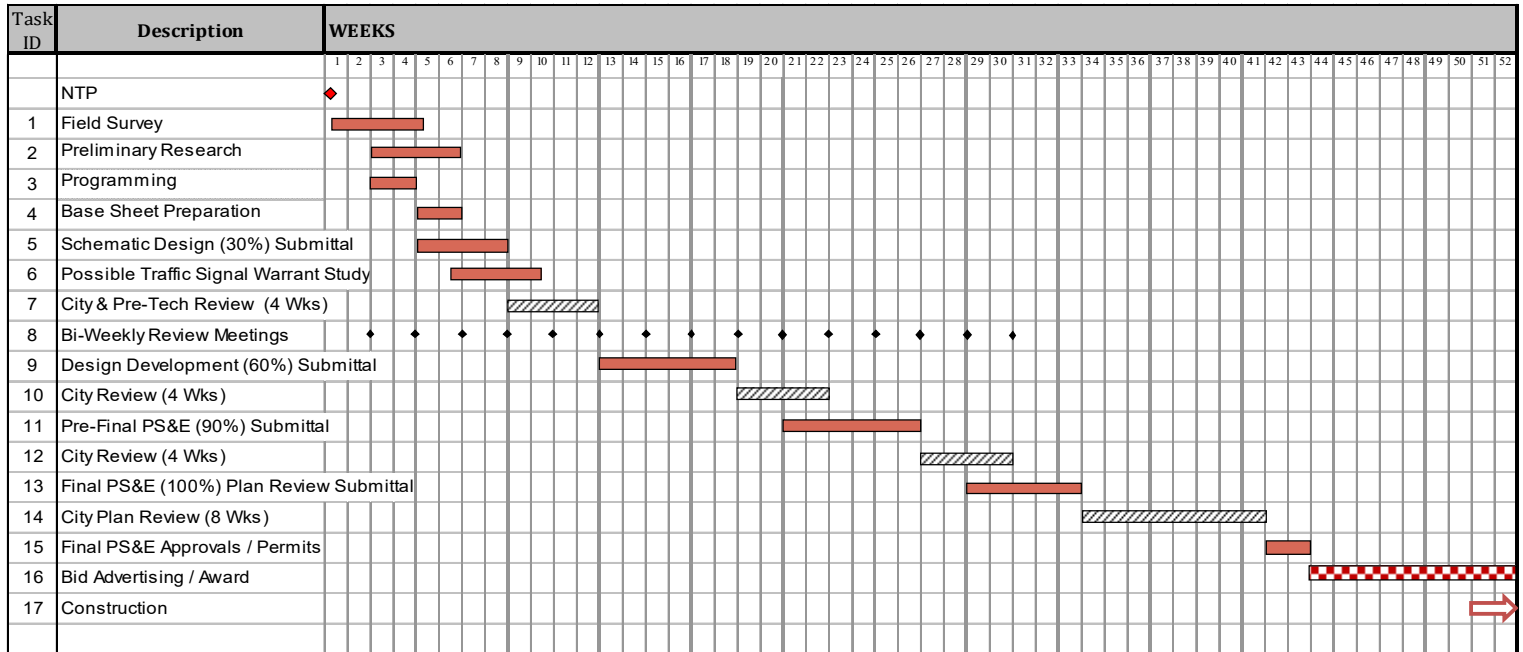
**Project Architect:** Ray Eynon, AIA

**Irrigation Design:** Carl Kominsky, RLA

**Traffic Engineering:** Greenlight Traffic Engineering

**Traffic Engineer:** Scott Kelly, P.E., PTOE

**ATTACHMENT A-3**  
**PRODUCTION SCHEDULE**  
**Tumbleweed Park Ballfield Complex**  
**PROJECT NO.: PR2106.201**



**EXHIBIT "B"**  
**COMPENSATION AND FEES**

Tumbleweed Park Ballfield Complex

PR2106.201

Design Services

**EXHIBIT "B-1"**

Lump Sum Cost Per Task



3030 N. Central Ave., Suite 700, Phoenix, Arizona 85012

| <b>TASK DESCRIPTION</b>                                         |                                                       | <b>SUBTOTAL</b>     |
|-----------------------------------------------------------------|-------------------------------------------------------|---------------------|
| <b>Task 1.0 Project Description &amp; Scope of Construction</b> |                                                       |                     |
| <b>Task 2.0 Assignment</b>                                      |                                                       |                     |
| <b>Task 3.0 Project Schedule</b>                                |                                                       |                     |
| <b>Task 4.0 Quality Control</b>                                 |                                                       | <b>\$ 7,113.66</b>  |
| 4.1                                                             | Quality Control Plan                                  | \$ 7,113.66         |
| <b>Task 5.0 Preliminary Research</b>                            |                                                       | <b>\$ 8,540.79</b>  |
| 5.1                                                             | Perform Document Search and Research                  | \$ 4,187.54         |
| 5.2                                                             | Investigate Existing Conditions                       | \$ 2,904.51         |
| 5.3                                                             | Survey                                                | \$ 1,448.74         |
| <b>Task 6.0 Utility/Agency Coordination</b>                     |                                                       | <b>\$ 20,510.84</b> |
| 6.1                                                             | Coordination with Utilities (PIPG)                    | \$ 3,212.16         |
| 6.2                                                             | Identify Utility Conflicts                            | \$ 2,775.76         |
| 6.3                                                             | Coordination Design of Utilities                      | \$ 4,136.18         |
| 6.4                                                             | Easements for Utilities                               | \$ 3,397.70         |
| 6.5                                                             | Preliminary Plans to Utilities/Agencies               | \$ 492.06           |
| 6.6                                                             | Coordination of Utility Relocations                   | \$ 3,788.92         |
| 6.7                                                             | Final Design Construction Coordination                | \$ 621.96           |
| 6.8                                                             | Utility Requirements Incorporations                   | \$ 2,086.10         |
| <b>Task 7.0 Geotechnical Investigation</b>                      |                                                       | <b>\$ 544.18</b>    |
| 7.1                                                             | Soil and Pavement Borings and Report                  | \$ 149.01           |
| 7.2                                                             | Geotechnical Recommendations Incorporated             | \$ 395.17           |
| <b>Task 8.0 Programming</b>                                     |                                                       | <b>\$ 10,838.22</b> |
| 8.1                                                             | Requirements of the Project                           | \$ 3,472.48         |
| 8.2                                                             | Public Information (See Public Involvement Allowance) | \$ -                |
| 8.3                                                             | Bi-Weekly Meeting, Agenda, Report                     | \$ 1,218.00         |
| 8.4                                                             | Program / Base Sheets                                 | \$ 6,147.74         |
| <b>Task 9.0 Schematic Design (30%)</b>                          |                                                       | <b>\$ 62,531.53</b> |
| 9.2.1                                                           | Refinement of concept site plan                       | \$ 15,840.04        |
| 9.2.2                                                           | Preliminary drainage calculations                     | \$ 8,155.54         |
| 9.2.3                                                           | Schematic grading plans                               | \$ 9,380.44         |
| 9.2.4                                                           | Schematic water & sewer plans                         | \$ 4,686.40         |
| 9.2.5                                                           | Schematic roadway plans                               | \$ 13,067.55        |
| 9.2.6                                                           | Schematic landscape plans                             | \$ 4,712.64         |
| 9.2.7                                                           | Schematic architectural plan                          | \$ 1,396.90         |
| 9.2.8                                                           | Preliminary cost estimate                             | \$ 3,477.98         |
| 9.3                                                             | Bi-Weekly Meeting, Agenda, Report                     | \$ 1,814.04         |

|                                                           |                                                  |              |                      |
|-----------------------------------------------------------|--------------------------------------------------|--------------|----------------------|
| <b>Task 10.0 Design Development (60%)</b>                 |                                                  |              | <b>\$ 128,120.54</b> |
| 10.1.1                                                    | Site plan refinement                             | \$ 7,430.80  |                      |
| 10.1.2                                                    | Outline specifications                           | \$ 3,679.92  |                      |
| 10.1.3                                                    | Construction plans                               | \$ 10,672.96 |                      |
| 10.1.4                                                    | Site details                                     | \$ 9,768.00  |                      |
| 10.1.5                                                    | Grading plans                                    | \$ 14,197.28 |                      |
| 10.1.6                                                    | Water, sewer, and reclaimed water plans          | \$ 7,787.74  |                      |
| 10.1.7                                                    | Roadway plan & profile plans                     | \$ 39,411.28 |                      |
| 10.1.8                                                    | SRP irrigation pipe plan & profile plans         | \$ 11,916.00 |                      |
| 10.1.9                                                    | Planting plans                                   | \$ 11,916.00 |                      |
| 10.1.10                                                   | Irrigation plans                                 | \$ 984.12    |                      |
| 10.1.11                                                   | Landscape details                                | \$ 1,372.20  |                      |
| 10.1.12                                                   | Architectural plans                              | \$ 1,982.16  |                      |
| 10.1.13                                                   | Electrical plans                                 | \$ 1,088.10  |                      |
| 10.1.14                                                   | Cost estimate                                    | \$ 3,477.98  |                      |
| 10.2                                                      | Bi-Weekly Meeting, Agenda, Report                | \$ 2,436.00  |                      |
| <b>Task 11.0 Construction Documents (90% &amp; 100%)</b>  |                                                  |              | <b>\$ 101,235.77</b> |
| 11.1.1                                                    | Final construction plans                         | \$ 8,998.12  |                      |
| 11.1.2                                                    | Final grading plans                              | \$ 7,338.28  |                      |
| 11.1.3                                                    | Final water, sewer, and reclaimed water plans    | \$ 6,275.80  |                      |
| 11.1.4                                                    | Final horizontal control plans                   | \$ 3,282.30  |                      |
| 11.1.5                                                    | Final site details                               | \$ 4,663.78  |                      |
| 11.1.6                                                    | Final roadway plan & profile plans               | \$ 28,569.26 |                      |
| 11.1.7                                                    | Final SRP pipe plan & profile plans              | \$ 5,916.66  |                      |
| 11.1.8                                                    | Final planting plans & details                   | \$ 2,744.40  |                      |
| 11.1.9                                                    | Final irrigation plans & details                 | \$ 686.10    |                      |
| 11.1.10                                                   | Final electrical plans, details, & photometrics  | \$ 790.08    |                      |
| 11.1.11                                                   | Erosion/sediment control plans                   | \$ 2,260.52  |                      |
| 11.1.12                                                   | Final architectural plans                        | \$ 790.08    |                      |
| 11.1.13                                                   | Final technical specifications                   | \$ 6,167.76  |                      |
| 11.1.14                                                   | Final drainage report                            | \$ 8,139.70  |                      |
| 11.1.15                                                   | Final cost estimate/CMAR review                  | \$ 2,897.43  |                      |
| 11.1.16                                                   | Construction Document Submittal                  | \$ 1,372.20  |                      |
| 11.2                                                      | Bi-Weekly Meeting, Agenda, Report                | \$ 3,355.98  |                      |
| 11.3                                                      | Respond to Plan Review comments                  | \$ 6,987.32  |                      |
| <b>Task 12.0 Bid Assistance / Contractor Coordination</b> |                                                  |              | <b>\$ 3,029.16</b>   |
| 12.1                                                      | Bidding Assistance, RFIs, Substitutions, Addenda | \$ 3,029.16  |                      |

|                                         |                                                                   |              |                      |
|-----------------------------------------|-------------------------------------------------------------------|--------------|----------------------|
| <b>13 SUBCONSULTANTS / DIRECT COSTS</b> |                                                                   |              | <b>\$ 130,626.00</b> |
| 13.1                                    | Rick Engineering - Survey                                         | \$ 15,000.00 |                      |
| 13.2                                    | RAMM - Geotechnical Investigations                                | \$ 7,550.00  |                      |
| 13.3                                    | Wright Engineering - Site Electrical & Street Lighting            | \$ 36,660.00 |                      |
| 13.4                                    | Carl Kominsky - Irrigation Design                                 | \$ 19,616.00 |                      |
| 13.5                                    | RJA Architects - Architectural Design                             | \$ 36,400.00 |                      |
| 13.6                                    | Greenlight Traffic Eng - (Also part of Allows. 14.6 & 14.7 below) | \$ 15,400.00 |                      |
| <b>14 ALLOWANCES</b>                    |                                                                   |              | <b>\$ 115,350.32</b> |
| 14.1                                    | Reimbursables:                                                    | \$ 2,000.00  |                      |
| 14.2                                    | Pothole Allowance                                                 | \$ 7,000.00  |                      |
| 14.3                                    | Public Involvement Allowance                                      | \$ 4,397.96  |                      |
| 14.4                                    | Legal Descriptions Allowance                                      | \$ 8,092.82  |                      |
| 14.5                                    | Traffic Study Allowance (Greenlight Traffic Eng. (GTE))           | \$ 11,450.00 |                      |
| 14.6                                    | Traffic Signal Design Allowance (G&B: \$5782.12); (GTE: \$21000)  | \$ 26,782.12 |                      |
| 14.7                                    | Undergrounding Utilities Allowance                                | \$ 2,627.42  |                      |
| 14.8                                    | Additional Survey Allowance                                       | \$ 3,000.00  |                      |
| 14.9                                    | Owner's Allowance                                                 | \$ 50,000.00 |                      |
| <b>TOTAL COST:</b>                      |                                                                   |              | <b>\$ 588,441.01</b> |

Tumbleweed Park Ballfield Complex

PR2106.201

Design Services

EXHIBIT "B-2"

Hours and Rates



3030 N. Central Ave., Suite 700, Phoenix, Arizona 85012

|                                                                 |                                                   | PM        | Sr. Engr. | PE/Prof   | Engr / Designer | Tech/ Designer | < PROJECT ROLE<br>< HOURLY RATES |  |
|-----------------------------------------------------------------|---------------------------------------------------|-----------|-----------|-----------|-----------------|----------------|----------------------------------|--|
|                                                                 |                                                   | \$ 149.00 | \$ 161.96 | \$ 123.09 | \$ 102.41       | \$ 97.02       |                                  |  |
| TASK DESCRIPTION                                                |                                                   |           |           |           |                 |                | TOTAL HOURS<br>PER TASK          |  |
| <b>Task 1.0 Project Description &amp; Scope of Construction</b> |                                                   |           |           |           |                 |                |                                  |  |
| <b>Task 2.0 Assignment</b>                                      |                                                   |           |           |           |                 |                |                                  |  |
| <b>Task 3.0 Project Schedule</b>                                |                                                   |           |           |           |                 |                |                                  |  |
| <b>Task 4.0 Quality Control</b>                                 |                                                   | 26        | 20        | 0         | 0               | 0              | 46                               |  |
| 4.1                                                             | Quality Control Plan                              | 26        | 20        |           |                 |                |                                  |  |
| <b>Task 5.0 Preliminary Research</b>                            |                                                   | 26        | 12        | 5         | 13              | 8              | 64                               |  |
| 5.1                                                             | Perform Document Search and Research              | 14        | 4         | 2         | 8               | 4              |                                  |  |
| 5.2                                                             | Investigate Existing Conditions                   | 8         | 4         | 3         | 3               | 4              |                                  |  |
| 5.3                                                             | Survey                                            | 4         | 4         |           | 2               |                |                                  |  |
| <b>Task 6.0 Utility/Agency Coordination</b>                     |                                                   | 34        | 40        | 40        | 30              | 10             | 154                              |  |
| 6.1                                                             | Coordination with Utilities (PIPG)                | 12        | 4         |           |                 | 8              |                                  |  |
| 6.2                                                             | Identify Utility Conflicts                        | 6         | 2         | 6         | 8               |                |                                  |  |
| 6.3                                                             | Coordination Design of Utilities                  | 2         | 8         | 14        | 8               |                |                                  |  |
| 6.4                                                             | Easements for Utilities                           | 2         | 8         | 8         | 8               |                |                                  |  |
| 6.5                                                             | Preliminary Plans to Utilities/Agencies           | 2         |           |           |                 | 2              |                                  |  |
| 6.6                                                             | Coordination of Utility Relocations               | 6         | 8         | 8         | 6               |                |                                  |  |
| 6.7                                                             | Final Design Construction Coordination            | 2         | 2         |           |                 |                |                                  |  |
| 6.8                                                             | Utility Requirements Incorporations               | 2         | 8         | 4         |                 |                |                                  |  |
| <b>Task 7.0 Geotechnical Investigation</b>                      |                                                   | 2         | 0         | 2         | 0               | 0              | 4                                |  |
| 7.1                                                             | Soil and Pavement Borings and Report              | 1         |           |           |                 |                |                                  |  |
| 7.2                                                             | Geotechnical Recommendations Incorporated         | 1         |           | 2         |                 |                |                                  |  |
| <b>Task 8.0 Programming</b>                                     |                                                   | 18        | 10        | 8         | 22              | 34             | 92                               |  |
| 8.1                                                             | Requirements of the Project                       | 8         | 8         | 8         |                 |                |                                  |  |
| 8.2                                                             | Public Information (See Public Involv. Allowance) |           |           |           |                 |                |                                  |  |
| 8.3                                                             | Bi-Weekly Meeting, Agenda, Report                 | 6         | 2         |           |                 |                |                                  |  |
| 8.4                                                             | Program / Base Sheets                             | 4         |           |           | 22              | 34             |                                  |  |
| <b>Task 9.0 Schematic Design (30%)</b>                          |                                                   | 91        | 50        | 90        | 164             | 134            | 529                              |  |
| 9.2.1                                                           | Refinement of concept site plan                   | 36        | 4         | 4         | 40              | 54             |                                  |  |
| 9.2.2                                                           | Preliminary drainage calculations                 | 2         | 8         | 40        | 16              |                |                                  |  |
| 9.2.3                                                           | Schematic grading plans                           | 4         | 8         | 16        | 16              | 40             |                                  |  |
| 9.2.4                                                           | Schematic water & sewer plans                     | 4         | 4         | 8         | 24              |                |                                  |  |
| 9.2.5                                                           | Schematic roadway plans                           | 3         | 22        | 22        | 62              |                |                                  |  |
| 9.2.6                                                           | Schematic landscape plans                         | 16        |           |           |                 | 24             |                                  |  |
| 9.2.7                                                           | Schematic architectural plan                      | 8         |           |           | 2               |                |                                  |  |
| 9.2.8                                                           | Preliminary cost estimate                         | 8         | 2         |           | 4               | 16             |                                  |  |
| 9.3                                                             | Bi-Weekly Meeting, Agenda, Report                 | 10        | 2         |           |                 |                |                                  |  |
| <b>Task 10.0 Design Development (60%)</b>                       |                                                   | 124       | 122       | 180       | 280             | 316            | 1022                             |  |
| 10.1.1                                                          | Site plan refinement                              | 12        | 4         | 8         | 24              | 16             |                                  |  |
| 10.1.2                                                          | Outline specifications                            | 16        | 8         |           |                 |                |                                  |  |
| 10.1.3                                                          | Construction plans                                | 4         | 4         | 16        | 16              | 60             |                                  |  |
| 10.1.4                                                          | Site details                                      | 8         | 8         | 8         | 16              | 48             |                                  |  |
| 10.1.5                                                          | Grading plans                                     | 8         | 16        | 24        | 16              | 60             |                                  |  |
| 10.1.6                                                          | Water, sewer, and reclaimed water plans           | 2         | 4         | 16        | 40              | 8              |                                  |  |
| 10.1.7                                                          | Roadway plan & profile plans                      | 16        | 56        | 80        | 120             | 60             |                                  |  |
| 10.1.8                                                          | SRP pipe plan & profile plans                     | 4         | 16        | 28        | 44              | 8              |                                  |  |
| 10.1.9                                                          | Planting plans                                    | 8         |           |           |                 | 24             |                                  |  |
| 10.1.10                                                         | Irrigation plans                                  | 4         |           |           |                 | 4              |                                  |  |
| 10.1.11                                                         | Landscape details                                 | 4         |           |           |                 | 8              |                                  |  |

|                                                           |                                                   |            |            |            |            |            |            |  |
|-----------------------------------------------------------|---------------------------------------------------|------------|------------|------------|------------|------------|------------|--|
| 10.1.12                                                   | Architectural plans                               | 12         |            |            |            | 2          |            |  |
| 10.1.13                                                   | Electrical plans                                  | 6          |            |            |            | 2          |            |  |
| 10.1.14                                                   | Cost estimate                                     | 8          | 2          |            | 4          | 16         |            |  |
| 10.2                                                      | Bi-Weekly Meeting, Agenda, Report                 | 12         | 4          |            |            |            |            |  |
| <b>Task 11.0 Construction Documents (90% &amp; 100%)</b>  |                                                   | <b>130</b> | <b>126</b> | <b>152</b> | <b>209</b> | <b>220</b> | <b>837</b> |  |
| 11.1.1                                                    | Final construction plans                          | 16         | 8          | 8          | 12         | 32         |            |  |
| 11.1.2                                                    | Final grading plans                               | 4          | 4          | 8          | 12         | 40         |            |  |
| 11.1.3                                                    | Final water, sewer, and reclaimed water plans     | 4          | 8          | 16         | 16         | 8          |            |  |
| 11.1.4                                                    | Final horizontal control plans                    | 2          |            | 2          | 4          | 24         |            |  |
| 11.1.5                                                    | Final site details                                | 8          | 2          |            | 8          | 24         |            |  |
| 11.1.6                                                    | Final roadway plan & profile plans                | 4          | 48         | 64         | 90         | 32         |            |  |
| 11.1.7                                                    | Final SRP pipe plan & profile plans               | 2          | 8          | 12         | 24         | 4          |            |  |
| 11.1.8                                                    | Final planting plans & details                    | 8          |            |            |            | 16         |            |  |
| 11.1.9                                                    | Final irrigation plans & details                  | 2          |            |            |            | 4          |            |  |
| 11.1.10                                                   | Final electrical plans, details, & photometrics   | 4          |            |            |            | 2          |            |  |
| 11.1.11                                                   | Erosion/sediment control plans                    | 2          | 2          |            | 16         |            |            |  |
| 11.1.12                                                   | Final architectural plans                         | 4          |            |            |            | 2          |            |  |
| 11.1.13                                                   | Final technical specifications                    | 24         | 16         |            |            |            |            |  |
| 11.1.14                                                   | Final drainage report                             | 2          | 16         | 36         | 8          |            |            |  |
| 11.1.15                                                   | Final cost estimate/CMAR review                   | 10         | 2          |            | 3          | 8          |            |  |
| 11.1.16                                                   | Construction Document Submittal                   | 4          |            |            |            | 8          |            |  |
| 11.2                                                      | Bi-Weekly Meeting, Agenda, Report                 | 16         | 6          |            |            |            |            |  |
| 11.3                                                      | Respond to Plan Review comments                   | 14         | 6          | 6          | 16         | 16         |            |  |
| <b>Task 12.0 Bid Assistance / Contractor Coordination</b> |                                                   | <b>10</b>  | <b>4</b>   | <b>4</b>   | <b>2</b>   | <b>2</b>   | <b>22</b>  |  |
| 12.1                                                      | Bidding Assistance, RFIs, Substitutions, Addenda  | 10         | 4          | 4          | 2          | 2          |            |  |
| <b>Task 14.0 Allowance Hours (Gavan &amp; Barker)</b>     |                                                   |            |            |            |            |            |            |  |
| 14.2                                                      | Pothole Allowance - Coordination                  | 2          | 4          | 4          | 4          | 0          | 14         |  |
| 14.3                                                      | Public Involvement Allowance - Exhibits, Meetings | 12         | 4          | 0          | 4          | 16         | 36         |  |
| 14.4                                                      | Legal Descriptions Allowance - Descriptions, CADD | 2          | 16         | 16         | 24         | 8          | 66         |  |
| 14.6                                                      | Traffic Signal Allowance - Civil Design, CADD     | 2          | 2          | 16         | 16         | 16         | 52         |  |
| 14.7                                                      | Undergrounding Utility Allowance - Coordination   | 4          | 4          | 8          | 2          | 2          | 20         |  |
| 14.8                                                      | Additional Survey Allow. - Coordination, CADD     | 2          | 2          | 0          | 4          | 4          | 12         |  |



December 17, 2021

John Barker, PLA, ASLA  
Gavan & Barker, Inc.  
3030 North Central Avenue, Suite 700  
Phoenix, Arizona 85012  
Phone: (602) 200-0031  
[jbarker@gavanbarker.com](mailto:jbarker@gavanbarker.com)

**SUBJECT:** Tumbleweed Park, Chandler, Arizona

Dear John:

Rick Engineering Company is pleased to submit this proposal to provide professional surveying services for the above referenced property.

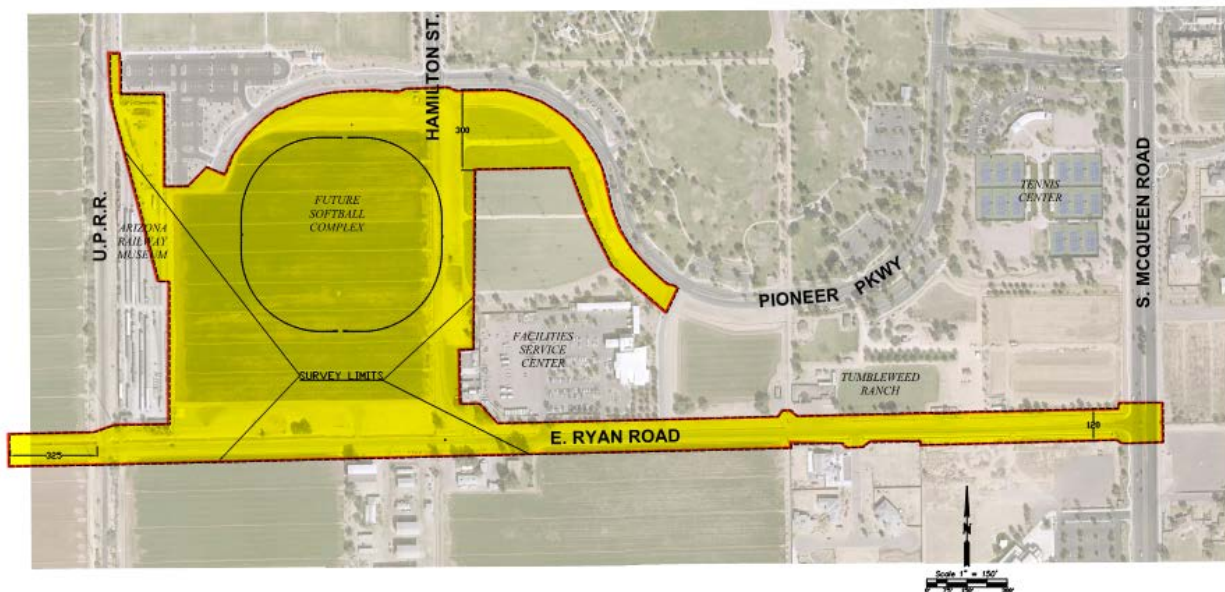


Figure 1 - Survey Limits (Red)

## **TOPOGRAPHIC SURVEY FOR DESIGN**

- Location and elevation of existing surface utilities and improvements within the survey limits.
- Plot the approximate locations of the underground utility lines according to the record agency maps available at the time of the survey.
- Full width cross sections at 50-foot intervals of roadways within Survey Limits.
- Elevations at a 50-foot grid and at grade breaks, top and bottom of slopes and other defining features of the ground surface.
- Contours will be provided at 1-foot intervals.
- Locate and show existing trees.
- Locate and show parking striping.
- All elevations will be on City of Chandler Datum tied to 2 Benchmarks.
- Provide topographic base map in electronic format to be used for Design.

## **SURVEY FEE**

Rick Engineering Company will provide the above services for a fee of **\$15,000.00**. Any printing and miscellaneous processing fees are extra and not a part of this agreement.

## **TIMELINE**

Rick Engineering Company will provide the above services in approximately 20-25 working days from notice to proceed.

Sincerely,



Eric Sostrom, RLS  
Land Surveyor  
Associate, Survey Manager



Ryan Hall,  
Survey Manager

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

BY: \_\_\_\_\_  
CLIENT

***Invoices for this project to be mailed to:***

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact person: \_\_\_\_\_

***Please complete, sign and return a copy to Rick Engineering Company***



**RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.**  
***Geotechnical Engineering • Construction Materials Testing***

Gavan & Barker, Inc  
3030 North Central Avenue, Suite 700  
Phoenix, Arizona 85012

January 4, 2022

Attention: John Barker, PLA, ASLA

Re: Proposal for Geotechnical Engineering Services  
Tumbleweed Softball Complex  
SWC East Pioneer Parkway & Hamilton Street  
Chandler, Arizona

RAMM Proposal No. PG22093

Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Geotechnical Engineering Services for the above-referenced project.

If this proposal meets with your approval, please sign, date and return one copy of the enclosed Attachment "A", which outlines project description, our scope of services, completion time and fee to perform services.

If there are any questions regarding the proposed scope of work, please call. Thank you for considering our firm for this project.

Respectfully submitted,

RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.

  
Demetrius L. Rugley, E.I.T.

/dlr

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Gavan & Barker, Inc; RAMM Proposal No. PG22093

PROJECT: Tumbleweed Softball Complex  
SWC East Pioneer Parkway & Hamilton Street  
Chandler, Arizona

DESCRIPTION:

The proposed New Softball Complex will be located at the existing Tumbleweed Park and likely consist of three new paved parking areas, a new restroom building, and off-site improvements to East Ryan Road.

SCOPE OF SERVICES:

1. Test borings will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. The investigation will consist of drilling a total of one test boring 15 feet in depth, or prior auger refusal, in the new restroom area, and 10 test borings 5 feet in depth, or prior auger refusal in the new paved parking and roadway widening areas. Public utility clearance will be provided through the Bluestake Center. The use of a private locator for this investigation is not anticipated at this time.
2. Double-Ring Infiltrometer (DRI) testing will likely be conducted in the retention areas.
3. Laboratory analyses of representative samples will include:
  - Moisture Content and Dry Density
  - Compression
  - Swell
  - Minus No. 200 Sieve and Plasticity Index
  - Maximum Dry Density – Optimum Moisture Determination
  - Soluble Sulfates and Chlorides
4. The field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.
5. An Engineer's report will be provided presenting the results of the field and laboratory testing and recommendations for foundation support (including footing types, depths, bearing capacities and estimated settlements), lateral earth pressures, site grading and preparation procedures, corrosion potential of site soils to concrete, thicknesses of new on-site and off-site pavements, and DRI test results.

COMPLETION TIME:

The final report will be submitted approximately five to seven weeks after completion of the field investigation. Preliminary recommendations can be provided within 5 days of completion of the field activities.

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Gavan & Barker, Inc; RAMM Proposal No. PG22093

PROJECT: Tumbleweed Softball Complex  
SWC East Pioneer Parkway & Hamilton Street  
Chandler, Arizona

FEE:

We will complete the proposed investigation for a lump sum fee of \$7,550.00. This fee includes necessary right-of-way permitting and traffic control.

The undersigned agrees to the forgoing Scope and Fee.

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

By:

  
Demetrius L. Rugley, E.I.T., Project Manager

Client: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

January 3, 2022

Gavan & Barker, Inc.  
3030 N. Central Ave., Suite 700  
Phoenix, AZ 85012

Re: **Tumbleweed Park Ballfield Site Electrical**

Attn: John Barker

Dear John,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Chandler requirements:

**Electrical Design Scope of Services:**

1. Coordinate design with owner, power company, civil engineer, and/or architect/landscape architect as required.
2. Visit the site to determine existing conditions and electrical configuration. Up to (1) one visit.
3. Review existing electrical drawings and load calculations for site.
4. Determine existing peak demand loads and coordinate proposed electrical loads.
5. Design the electrical power system to meet local codes and requirements.
6. Prepare 24" X 36" electrical construction drawings including an overall site plan showing all new equipment to include the following:
  - a. Electrical service entrance section and distribution equipment
  - b. Control equipment
  - c. Modifications to existing electrical service entrance section
  - d. LED Sports lighting engineering for 4 new softball fields
  - e. Parking lot lighting
  - f. Site area & pathway lighting
  - g. Convenience receptacles
  - h. Ramadas (lighting and convenience receptacle)
  - i. Entry monuments (internal / external illumination as required)
  - j. Power to chilled drinking fountain
  - k. Pioneer Parkway extension street lighting
  - l. Restroom site power feed. Restroom electrical design by architect under separate contract.
  - m. Modifications to irrigation booster pump electrical system as required
7. Prepare photometric calculations showing all lighting averages, uniformities and any spill light at adjacent property lines.

8. All lighting on/off control will be designed per client's requirements. All necessary equipment will be shown on the plans.
9. Prepare necessary elevation view and installation details of the equipment listed above to help determine layout and size.
10. Prepare load calculations and single line diagram.
11. Prepare panel schedule and other electrical installation details as required.
12. Prepare a conduit and wire table showing all power conduits and wire for equipment listed above.
13. Prepare system fault current and voltage drop calculations as required.
14. Prepare an engineer's opinion of probable electrical construction costs upon request.
15. Structural calculations for the light foundations are included below as an allowance if required by the reviewing agency.
16. Perform in-house QAQC review and modifications.
17. The above plans will be provided to client at 30%, 60%, 90% and 100% levels for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
18. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
19. Municipal review comments will be responded to and addressed.

#### **Street Lighting Design Scope of Services:**

1. Coordinate design with owner, Power Company, civil engineer, and/or architect as required.
2. Visit the site to determine existing adjacent street lighting conditions. Up to (1) one visit.
3. Prepare sealed photometric calculation drawings 24 x 36. The photometric calculations will show the existing, proposed, and the future lighting levels for all streets and intersections as required.
4. Design will include the required lighting levels/locations to meet municipality requirements.
5. Prepare 24" X 36" streetlight design plan drawings showing all street lighting for the following streets:
  - a. Ryan Road (~2,640 linear feet of ½ street improvements)
  - b. Ryan Road (~1,320 linear feet of full street improvements)
6. Private Streets to be designed with dusk to dawn utility powered lighting.
7. Prepare an engineer's estimate of probable electrical construction costs if requested.
8. Perform in-house QAQC review and modifications.
9. The above plans will be provided to client for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.

10. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
11. Municipal review comments will be responded to and addressed.
12. OPTIONAL: Prepare overhead clearance and SAG analysis to determine if streetlights have adequate clearance. Modify plans as necessary to meet minimum clearances. An aerial survey will be required and is not included in this scope.

Please Note: All underground electrical utilities, providing power to public streetlights, shall be designed by local utility company.

#### **Responsibilities of Others:**

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.
3. It is anticipated that the existing electrical service for this project is adequate. However, designation of electrical services for new meters or for street light locations will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services during the design process.

#### **Final Deliverables:**

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

#### **Engineering Fee:**

The above services will be provided as follows (Billed lump sum at % complete):

- |                                                          |                    |
|----------------------------------------------------------|--------------------|
| 1. Electrical Design Services:                           | <b>\$29,560.00</b> |
| 2. Street Lighting Design Services:                      | <b>\$7,100.00</b>  |
| 3. Allowance for SAG analysis along Ryan Rd if required: | <b>\$1,450.00</b>  |
| 4. Allowance for structural calculations if required:    | <b>\$2,000.00</b>  |

Please Note: Services as stated above can be provided in whole or part to meet client needs.

**Additional Services:**

Any services not specifically included in the Scope of Services section shall be additional services payable at an hourly fee at the following rates:

|                 |            |           |            |
|-----------------|------------|-----------|------------|
| Principal       | \$165/hour | Designer  | \$105/hour |
| Senior Engineer | \$145/hour | Draftsman | \$95/hour  |
| Engineer        | \$125/hour | Secretary | \$55/hour  |

**Printing Charges:**

Although not anticipated, any printing and delivery requested will be charged as follows:

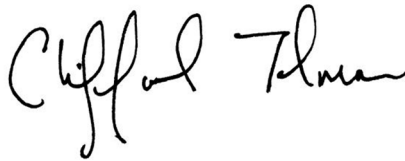
|               |              |
|---------------|--------------|
| Blacklines    | \$ 2.00 each |
| Mylar Sepia   | \$18.00 each |
| Delivery Cost | cost         |

**Billing:**

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,



Clifford Tolman, P.E.  
Wright Engineering Corporation

January 6, 2022

Mr. John Barker  
Gavan and Barker, Inc.  
3030 N. Central Ave. Suite 1530  
Phoenix, Arizona 85012

Re: Tumbleweed Park Softball Fourplex- Irrigation Design Services

Dear John,

I'm pleased to submit this proposal for providing irrigation design consulting services for the Tumbleweed Park Softball Fourplex Project in Chandler Arizona.

Services will include the irrigation system design for the park, booster pump station design, construction documents, specifications and irrigation details as described in this proposal. A separate system from a potable source will be provided for cooling and syringing the artificial turf fields.

Specifically, the following services will be provided:

Irrigation Design for the Park:

A complete irrigation plan for the Park will be prepared. This will include natural turf, artificial turf and drip areas in the approximate 11 acre project. Included will be mainline locations and sizes, connection to the reclaimed and potable sources, remote control valve locations, controller locations and sizes, control valve wire sizing, emitter and sprinkler pipe location and sizing, pressure regulator locations, sprinkler design, construction details and specifications as required, an emitter schedule showing the number and gallonage of emitters for each plant, a list of irrigation equipment to be used on the project and a review of required sleeving locations. Drip irrigation will be provided for plants and trees within the park and included roadways Drawings, written specifications and an Engineer's Cost Estimate will be provided as required by the Project.

One set of bond prints will be provided for the 30%, 60%, and 90% and 100% submittals as part of Basic Services.

Up to (2) meetings on site or with the client are included as part of Basic Services.

Booster Pump Design:

A design for a new booster pump station capable of meeting this project's artificial turf cooling and syringe requirements will be prepared. Drawings, written specifications and an Engineer's Cost Estimate will be provided as required by the Project. The natural turf areas and drip areas will be connected to the existing booster pump for the soccer complex.

Post Design Services:

Post Design services are not included.

Fees: (based on lump sums per Item)

|                                   |             |
|-----------------------------------|-------------|
| 1. Irrigation Design for the Park | \$16,016.00 |
| 2. Booster Pump Design            | \$3,600.00  |
| Total Fees                        | \$19,616.00 |

Fees for Additional Services will be based on the following schedule:

|                                            |              |
|--------------------------------------------|--------------|
| Landscape Architect/ Irrigation Consultant | \$104.00/Hr. |
| Landscape Designer/ Cadd Technician        | \$65.00/Hr.  |
| Clerical                                   | \$32.00/Hr.  |

Reimbursable Expenses:

|                        |              |
|------------------------|--------------|
| Mylar Plots (24"x36")  | \$12.00 each |
| Vellum Plots (24"x36") | \$6.00 each  |
| Bond Plots (24"x36")   | \$2.50 each  |
| Mileage                | \$0.585/mile |

Billings for services will be submitted at the end of each month based on a percentage of work completed and will be due within fourteen days from the time Gavan and Barker has received payment from the City.

All materials and design criteria shall conform to the latest City of Chandler Standards for this work. Construction documents will be provided using AutoCadd R. 2020 or later. The documents produced will bear my professional seal.

Work will be completed within the project schedule, assuming timely receipt of all required design information.

Excluded Services:

This contract specifically assumes that the following items are to be provided by others and are specifically excluded from this Scope of Service:

1. Electrical service to the controller and booster pump station.
2. Booster pump station enclosure other than that provided by the pump manufacturer.
4. Water source development, water meter design or permits for water use.
5. Reclaimed applications and permitting.

Additional Services:

The following services shall be considered additional services:

1. Changes to the documents after design work have been completed.
2. Additional services as requested by the Owner.
3. Site visits or meetings in addition to those provided under Basic Services.

GENERAL PROVISIONS

The following General Provisions shall be included and made part of this Contract:

1. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Client further agrees to defend, indemnify and hold Carl Kominsky Landscape Architect, Inc. harmless from any and all liability, real or alleged, in connection with the performance of work on project, excepting liability arising from the sole negligence of Carl Kominsky Landscape Architect, Inc. Carl Kominsky Landscape Architect Inc. assumes no responsibility for the Contractor's means and methods of construction. Observations performed by Carl Kominsky Landscape Architect, Inc. are intended to confirm general compliance with the Contract Documents and are not intended to represent a comprehensive observation of all work performed by the Contractor.
2. Carl Kominsky Landscape Architect Inc.'s responsibility in performing this contract is limited solely to the scope of services to be performed by Carl Kominsky Landscape Architect, Inc. as expressly set forth in this contract, and Carl Kominsky Landscape Architect, Inc., its agents and/or employees shall have no liability of any kind to the client or to any construction contractor or subcontractor or any persons having contractual relationships with them for any acts, errors and/or omissions of Carl Kominsky Landscape Architect, Inc. its agents and/or employees which are not within such scope of the services to be performed by Carl Kominsky Landscape Architect Inc.
3. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as, but not limited to, irrigation scheduling, maintenance of irrigation components for proper function and leak detection and repair, may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
4. This agreement may be terminated by either party upon receipt of written notice. Client agrees to pay all fees for services performed up to the time of termination.
5. This proposal shall expire unless accepted by the Client in ninety days from the date of this proposal.

I very much look forward to working with you on this project.

Sincerely,



Carl Kominsky

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_



**RJA | Architecture**

10245 East Via Linda Boulevard, Suite 209 | Scottsdale, Arizona 85258 | 602.955.7575

December 21, 2021

John Barker, ASLA  
Gavan & Barker, Inc.  
3030 North Central Avenue  
Suite 1530  
Chandler, AZ 85012

**Subject: City of Chandler Tumbleweed Park Restroom Design Project**

John,

Please find the attached a scope of work, a fee schedule, project schedule and backup documentation for the completion of the City of Chandler Tumbleweed Park Restroom Design Project. Included in this proposal are fees for architectural, structural, mechanical, plumbing, and electrical design services for the restroom building. A Fire Sprinkler system is not anticipated and therefore not included in this proposal.

Our proposal for services described herein will not exceed \$36,400. The proposal reflects each consultant's current rates or on-call service rates for 2022.

RJA | Architecture looks forward to partnering with you again on this project. Please feel free to contact me with any questions or comments.

Sincerely,

Ray E. Eynon, AIA  
Principal Architect  
RJA | Architecture

## SCOPE OF WORK

### PROJECT SCOPE / UNDERSTANDING

1. We understand the scope of this project to be schematic design, design development, and construction documents for a free-standing restroom structure. It is our understanding that the building will be approximately 650 s.f. with a metal canopy roof about 1700 s.f. The building will include up to ten individual restroom stalls and will be similar to previous projects done with the City – masonry walls and steel roof canopy, natural ventilation if possible.
2. It is understood that this scope of work will include utility design to five feet from the outside structure perimeter.
3. Gavan & Barker (GB) will be the prime consultant for the project and RJA | Architecture (RJA) will coordinate all its design team efforts with GB and the City.
4. RJA will provide structural, mechanical, plumbing, and electrical engineering related to building as part of our scope of services.
5. It is understood that services will extend through approved plans for permit through the City of Chandler. Construction Administration Services are NOT included and will be done through a future separate agreement.

**1.1 PROGRAMMING / CONCEPT DEVELOPMENT:** RJA | Architecture will work with GB and the City of Chandler in the establishment of specific project requirements and attend required meetings. The following services will be provided to the Owner:

1. A project kick-off meeting to establish project limits, building program, proposed budget, and proposed schedule.
2. Visit site with design team if needed to observe existing conditions.
3. Prepare a conceptual floor plan and building elevations.
4. Prepare presentation graphics for review.
5. Discussions to review conceptual design prior to completion of final graphics.
6. All deliverables shall be in electronic PDF format.

The fee for Programming / Concept Development shall be hourly not to exceed: **\$ 2,500**

**1.2 30% SUBMITTAL:** RJA will provide 30% Design Documents based on the mutually agreed-upon Programming and Concept Development phase. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The following services will be provided to the Owner:

1. One design meeting to discuss comments from the site plan review process.
2. 30% Design Documents to include a conceptual site plan, refined building plans, sections and elevations.
3. Sketches and drawings adequate to convey the design concept.
4. Preliminary selections of major building systems and construction materials will be noted and described in drawings.
5. An opinion of probable cost can be developed, if requested.

The fee for 30% Schematic Design Services shall be hourly not to exceed: **\$ 3,500**

**1.3 60% SUBMITTAL:** RJA shall provide 60% Design Documents based on the approved 30% Design Documents. The 60% Design Documents shall illustrate and describe the refinement of the Project. The following services will be provided to the Owner:

1. One meeting to discuss comments related to the 30% Submittal.
2. Design Documents to include a site plan, building plans, sections, elevations, typical details, and equipment and fixture layouts.
3. Outline Project Specifications that identify major materials and systems and establish in general their quality levels.
4. An update to the opinion of probable cost, if requested.
5. This submittal will include preliminary documentation from engineering sub-consultants.

Fee for 60% Design Services shall be hourly not to exceed:

**\$ 9,400**

**1.4 90% SUBMITTAL:** RJA shall provide 90% Design Documents based on the approved 60% Design Documents. The Construction Documents shall set forth in detail the requirements for the construction of the Project. The following services will be provided to the Owner:

1. One meeting to discuss comments related to the 60% Submittal and one additional team meeting.
2. Selection of finish materials.
3. Construction Document to include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the project.
4. An update on the opinion of probable costs, if requested.

Fee for 90% design services shall be hourly not to exceed:

**\$20,000**

**1.5 100% SUBMITTAL:** RJA shall provide 100% Design Documents based on the approved 90% Design Documents. 100% sealed Design Documents shall be submitted to the City of Chandler for plan review. The following services will be provided to the Owner:

1. One meeting to discuss comments related to the 90% Submittal.
2. Final sealed construction documents and specifications for formal plan review.
3. Revisions to final documents as required based on comments generated during the plan review process.

Fee for 100% design services shall be hourly not to exceed:

**\$ 1,000**

**1.6 CONSTRUCTION ADMINISTRATION:** Construction Administration Services are NOT included and will be provided through a future separate agreement.

**ASSUMPTIONS AND CLARIFICATIONS:**

1. All written project correspondence will be done digitally and submitted in PDF format. Paper printing of documentation is not included as a part of this submittal.
2. RJA assumes the building component of the project will take approximately 4 months to complete upon written Notice to Proceed.
3. It is assumed that project progress meetings will occur bi-weekly for RJA, but this will be adjusted as needed.
4. The terms and conditions of this agreement shall incorporate all of the terms and conditions required by the Prime Contract with the City of Chandler and by all applicable federal, state, and local law.
5. Required civil and survey base drawings, including utility and topographic information, shall be provided to RJA in AutoCAD 2021 format or earlier.
6. Fire sprinkler design is not anticipated and is not included in this proposal.

**EXPENSES:** RJA shall be reimbursed for expenses incurred in the interest of the project. Such expenses include out of office printing, reproductions, deliveries and other miscellaneous expenses. RJA does not reimburse for items such as local mileage and in-house printing necessary to develop and complete design concepts.

The fee for Expenses estimated not to exceed: **\$150.00**

**ARCHITECTURAL DESIGN SERVICES FEE SUMMARY**

Fees include architectural, structural, mechanical, plumbing, and electrical design for the restroom building only.

|                             |                  |
|-----------------------------|------------------|
| Programming/ Design Concept | \$ 2,500         |
| 30% Submittal               | \$ 3,500         |
| 60% Submittal:              | \$ 10,400        |
| 90% Submittal:              | \$ 19,000        |
| 100% Submittal:             | \$ 1,000         |
| <b>Total Not to Exceed:</b> | <b>\$ 36,400</b> |

Consulting Engineers for this project will be:

- |                                  |                     |
|----------------------------------|---------------------|
| 1. Structural Design:            | Caruso-Turley-Scott |
| 2. Mechanical/ Plumbing Design:  | AME, PLC            |
| 3. Electrical Design - Building: | Wright Engineering  |

**PROJECT SCHEDULE**

RJA | Architecture proposes the following project schedule for each phase of the work as outlined below:

|                             |                                                                                                           |
|-----------------------------|-----------------------------------------------------------------------------------------------------------|
| Programming/ Design Concept | 21 Calendar days from written notice to proceed                                                           |
| 30% Submittal               | 28 Calendar days from written notice to proceed                                                           |
| 60% Submittal:              | 45 Calendar days from written notice to proceed.                                                          |
| 90% Submittal:              | 45 Calendar days from written notice to proceed.                                                          |
| 100% Submittal:             | 14 Calendar days from written notice to proceed +<br>14 Calendar days to respond to plan review comments. |

Thank you again for this opportunity to assist you with the design of this facility. We look forward to providing our services to the team. Should you have any questions or concerns, please do not hesitate to contact me. We are very much looking forward to working with you.

Sincerely,



Ray E. Eynon, AIA  
Principal Architect  
RJA | Architecture



January 4, 2022

Mr. John Barker  
Owner  
Gavan & Barker, Inc.  
3030 N Central Ave, Suite 700  
Phoenix, AZ 85012

**Re:** Tumbleweed Park Traffic Engineering Services  
City of Chandler, Arizona

Dear Mr. Barker,

**Greenlight Traffic Engineering, LLC** (Greenlight) has prepared our scope of work and fee proposal for completing the **Tumbleweed Park Traffic Engineering Services** (Project) for **Gavan & Barker, Inc.** (Client). The primary purpose of the Project is to prepare signing and pavement marking plans. In addition, the City has requested allowances for completing a traffic signal warrant analysis and a traffic signal design.

The following text outlines the anticipated tasks and effort to complete the work. The total fee requested for completing this work is as follows:

| Tasks                                                             | Fee Type | Fee             |
|-------------------------------------------------------------------|----------|-----------------|
| <b>DESIGN</b>                                                     |          |                 |
| <b>Task 1.0: Signing and Pavement Marking</b>                     |          | <b>\$15,400</b> |
| Task 1.1: Signing and Pavement Marking Plans (6,000 LF, 4 Sheets) | Lump Sum | \$12,000        |
| Task 1.2: Meetings (4x Virtual)                                   | T&M NTE  | \$3,400         |
| <b>Subtotal DESIGN</b>                                            |          | <b>\$15,400</b> |
| <b>ALLOWANCES</b>                                                 |          |                 |
| <b>Task 2.0: McQueen Dr/Ryan Rd Traffic Signal Warrant Study</b>  |          | <b>\$11,450</b> |
| Task 2.1: Traffic Counts                                          | Lump Sum | \$650           |
| Task 2.2: Traffic Signal Warrant Analysis                         | Lump Sum | \$10,800        |
| <b>Task 3.0: McQueen Dr/Ryan Rd Traffic Signal</b>                |          | <b>\$21,000</b> |
| Task 3.1: Traffic Signal Plans (7 Sheets)                         | Lump Sum | \$21,000        |
| <b>Subtotal ALLOWANCES</b>                                        |          | <b>\$32,450</b> |
| <b>DIRECT EXPENSES</b>                                            |          |                 |
| Mileage, Copies, Deliveries                                       | T&M NTE  | \$400           |
| <b>Subtotal DIRECT EXPENSES</b>                                   |          | <b>\$ 400</b>   |
| <b>Total ENGINEERING SERVICES</b>                                 |          | <b>\$48,250</b> |

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On behalf of the Greenlight team, we look forward to working with **Gavan & Barker, Inc.** to complete this important project.

Sincerely,  
Greenlight Traffic Engineering, LLC

A handwritten signature in blue ink, appearing to read "Scott Kelley".

Scott Kelley, PE, PTOE  
Principal/Senior Project Manager  
[scottk@greenlightte.com](mailto:scottk@greenlightte.com)  
(602) 499-1339

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## PROJECT DESCRIPTION

The City is improving roadway infrastructure within and adjacent to Tumbleweed Park. This project will include design and plan preparation for the signing and pavement marking along Pioneer Parkway and Ryan Road. In addition, the City has requested allowances to complete a traffic signal warrant analysis at the intersection of McQueen Drive/Ryan Road. The City has also requested an allowance for traffic signal design to be initiated if traffic signal warrants are met at the McQueen Drive/Ryan Road intersection.

## CLIENT-PROVIDED INFORMATION

Client will provide the following information to Greenlight:

- As-built documentation
- Relevant reports that include information related to the Project study intersections (e.g., planning studies, traffic studies, design concept reports (DCRs), etc.)
- Relevant correspondence and direction received from the City
- Relevant existing topographic, utilities, and right of way mapping files in CAD format
- Relevant project infrastructure design plan files (roadway, intersection ramps, sidewalk, utilities, right of way, etc.) in CAD format
- CAD border file with standard sheet text placeholders
- Sheet index with naming and numbering scheme
- Legal descriptions for ROW acquisition, TCEs, easements as needed

## SCOPE OF WORK

### 1.0 Signing and Pavement Marking

#### 1.1 Signing and Pavement Marking Plans

**1.1.1 Project Admin:** Prepare invoices, coordinate with the Client and City, and perform internal coordination as part of executing the project.

**1.1.2 Field Review:** Greenlight will perform a field review to examine existing infrastructure including signing, pavement marking, roadway edge/shoulder condition, and other relevant data. Client and City will be invited to participate.

**1.1.3 30%, 60%, 90%, and 100% Sealed Submittals (4 Sheets):** The following plan sheets will be developed for submittal:

- General Notes, Details, and Legend – 1 Sheet
- Signing and Pavement Marking Plans, 1" = 40' – 3 Sheets

**1.1.4 Quantities and Engineer's Opinion of Probable Cost:** Greenlight will calculate quantities and prepare and/or update an Engineer's Opinion of Probable Construction Costs for up three (3) submittals (60%, 90%, 100% Sealed).

**1.1.5 Summary of Comments:** Greenlight will prepare a summary of comments (SOC) and responses for transmittal with up to three (3) submittals (60%, 90%, 100% Sealed).

**1.2 Meetings:** Greenlight will attend up to four (4) project meetings:

- Kickoff Meeting
- 60%, 90%, 100% Comment Resolution Meetings (3 total)

## ALLOWANCES

### 2.0 McQueen Drive/Ryan Road Traffic Signal Warrant Study

**2.1 Traffic Counts:** Greenlight's sub will collect one (1) 24-hour turning movement count (TMC) at the intersection of McQueen Drive/Ryan Road.

#### 2.2 Traffic Signal Warrant Analysis

**2.2.1 Crash Data:** Query crash data from ADOT's ACIS crash database for a 5-year period.

**2.2.2 Future Development:** Coordinate with the City to obtain the latest site plans and/or traffic impact analyses for upcoming development in the area.

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**2.2.3 Traffic Volume Forecasting:** Using site plan and/or TIA information provided by the City, develop trip generation, distribution, and assignment to calculate turning volumes expected to use the McQueen Dr/Ryan Road intersection.

**2.2.4 Traffic Signal Warrant Analysis:** Using software acceptable to the City, evaluate intersection LOS and traffic signal warrant #1, #2, and #7 for the following scenarios:

2.2.4.1 Existing Conditions.

2.2.4.2 Near-Term (2025) Existing + Background Growth + Known Development traffic volumes.

2.2.4.3 Mid-Term (2030) Existing + Background Growth + Known Development traffic volumes.

**2.2.5 Traffic Signal Warrant Report:** Prepare draft and final reports. One (1) report update based on City comments and one (1) comment response is included.

### **3.0 McQueen Drive/Ryan Road Traffic Signal**

#### **3.1 Traffic Signal Design Plans**

**3.1.1 Project Admin:** Prepare invoices, coordinate with the Client and City, and perform internal coordination as part of executing the project.

**3.1.2 Field Review:** Coordination and perform a field review with the project team.

**3.1.3 As-Built Review:** Review as-built plans provided by the Client.

**3.1.4 Utility Conflict Review:** Identify any potential utility conflicts based on the utility conflict reviews.

**3.1.5 Electrical Point of Service Location and Electrical Design Coordination:** Coordinate with the electrical service provider for location of electrical point of service connection and electrical design approval. Coordinate with the electric provider to initiate and finalize the electrical design.

**3.1.6 Electrical Service Address:** Coordinate with the City's GIS department to obtain the electrical service address once the control equipment corner is finalized.

**3.1.7 Electrical Service Request Letter:** Prepare an electrical service request letter, including calculations for anticipated electrical load. Document text will be provided to City for insertion on City's letterhead, signature, and transmittal to electrical service provider to establish an electrical service account.

**3.1.8 30%, 60%, 90%, 100% Sealed Submittals:** Prepare a 30% preliminary design for use in design and utility coordination, as well as for City input on design. Prepare 60%, 90%, and Final/sealed plan submittals. A summary of comments (SOC) will be provided with subsequent submittals.

The following plan sheets will be developed for submittal:

- Traffic Signal Notes, Details and Legend – 1 Sheet
- Traffic Signal Layout Sheet, 1" = 20' – 1 Sheet
- Traffic Signal Pole Schedule – 1 Sheet
- Traffic Signal Conductor Schedule – 1 Sheet
- Signing and Pavement Marking Plans, 1" = 40' – 1 Sheet
- City and Utility company detail sheet, NTS – 2 Sheets

**3.1.9 Quantities and Engineer's Estimate:** Greenlight will calculate quantities and prepare and/or update an Engineer's Opinion of Probable Construction Costs for up four (4) submittals (30%, 60%, 90%, 100% Sealed).

**3.1.10 Summary of Comments:** Greenlight will prepare a summary of comments (SOC) and responses for transmittal with up to two (2) submittals (60%, 90%, 100% Sealed).

#### **DIRECT EXPENSES**

- Mileage will be charged at the prevailing federal rate, currently \$0.585/mile.

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## PROJECT DELIVERABLES

- 60%, 90%, 100% Sealed Submittals of Signing and Pavement Marking Plans and Estimate.
- Draft and Final Submittals of Traffic Signal Warrant Report.
- 30%, 60%, 90%, 100% Sealed Submittals of Traffic Signal Plans and Estimate.

## ASSUMPTIONS

- The signing and pavement marking plan sheets and traffic signal plan sheets will be included in the overall plan set and will not be a standalone set of plans.
- The City is the only reviewing agency/entity.
- Client and/or City will prepare bid advertisement documentation.
- Client will prepare and provide all existing base mapping (topo, utilities, ROW).
- All electronic design files will be provided and developed in AutoCAD format.
- All design plans will be provided to the Client in PDF; therefore, no costs for printing or shipping of submittals is included in this proposal.

## EXCLUSIONS

- Obtaining as-builts.
- Utility potholes and utility designation (SUE QL-A or QL-B).
- Utility Coordination, including Bluestake request and “No conflict” letters.
- Utility Relocation design/coordination.
- ADA inspection, compliance analysis, or design of existing pedestrian infrastructure facilities (i.e., ramps, sidewalk, crosswalks, signals, etc.).
- Preparation of meeting notes or minutes, unless otherwise noted.
- Fees for permits and permit submittals.
- Cover sheet(s) for discipline specific plan sets (i.e., signing/markings, signal, lighting, etc.).
- Survey, legal descriptions, and title reports.
- Traffic control or construction sequencing design plans.
- Lighting design plans.
- ITS/Communications design plans.
- Civil design plans for roadway (removals or proposed) including intersection curb ramps.
- As-Builts and Record Drawing plans.
- Technical specifications and special provisions.
- Post design, including RFIs, shop drawing/materials reviews, field call outs, pre-construction meetings.
- Construction Bidding meetings, negotiation meetings, and evaluation of contractor/subcontractor proposals.
- Construction administration and inspection.
- Other services not specifically identified in the scope of work.

## SCHEDULE

Greenlight will coordinate with Client to develop a schedule. Greenlight will commence work following the receipt of the signed proposal and Client NTP.

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**ADDITIONAL SCOPE OF WORK REQUESTS**

Additional efforts requested that are not included in the Project scope of work will be discussed with the Client and billed according to the attached Billing Rate Schedule or per a subsequent scope of work and fee proposal approved by the Client. Additional scope of work may include, but is not limited to, additional requirements imposed by the reviewing agency that generate new efforts outside this scope of work. These requirements may include additional research, analysis, reporting, and meetings.

**GREENLIGHT TRAFFIC ENGINEERING****2022 BILLING RATE SCHEDULE**

| Employee Type        | Hourly Rate |
|----------------------|-------------|
| Sr QC Reviewer       | \$235.00    |
| Project Manager Sr.  | \$210.00    |
| Project Manager      | \$185.00    |
| Project Engineer Sr. | \$147.00    |
| Project Engineer     | \$132.00    |
| Designer Sr.         | \$126.00    |
| Designer             | \$115.00    |
| Engineer – EIT       | \$105.00    |
| Engineer – Intern    | \$60.00     |
| CADD Technician      | \$85.00     |
| Admin/Clerical       | \$75.00     |

## **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.

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