



PROFESSIONAL SERVICES AGREEMENT
Design Services
TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD
Project No. DS2202.201
Council Date: September 22, 2022 **Item No.**

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

RECITALS

- A. City proposes to engage Consultant to provide Design Services for **TRAFFIC SIGNAL AT LAYTON LAKES BOULEVARD AND QUEEN CREEK ROAD** 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 enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Consultant agree as follows:

SECTION I--CONSULTANT'S SERVICES

Consultant must perform the services described in **Exhibit "A"** to City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Consultant under this Agreement must be performed in a skilled and workmanlike manner. All fixtures, furnishings, and equipment furnished by Consultant as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **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 **\$85,780** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3349 Email: kimberly.moon@chandleraz.gov		
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Ivan Magana, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3362 Email: ivan.magana@chandleraz.gov		
To Consultant:	LEGAL COMPANY NAME:		Kimley-Horn and Associates, Inc.
	Mailing Address:	421 Fayetteville St, Suite 600, Raleigh, NC 27601	
	Physical Address:	7740 N. 16th Street, Suite 300, Phoenix, AZ 85020	
	Statutory Agent Name:	N/A	
	Statutory Agent Mailing Address:		N/A
	Statutory Agent Physical Address:		N/A
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		
	Name:	Kimberly Carroll	
	Title:	Sr. Project Manager	
	Phone:	602-906-1122	
	Email:	Kim.carroll@kimley-horn.com	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this 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 Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - 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.

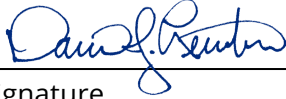
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY" CITY OF CHANDLER

"CONSULTANT"

Kimley-Horn and Associates, Inc.

MAYOR

 2022-0913

Signature Date

RECOMMENDED BY:

David J Leistiko

Print Name

SR VP

Title

dave.leistiko@kimley-horn.com

Signer Email Address



Kimberly Moon, P.E.
CIP City Engineer

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

KHAMT
11

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

QUEEN CREEK RD & LAYTON LAKES BLVD
TRAFFIC SIGNAL IMPROVEMENTS
DS2202
EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE
(Rev. 9/06/2022)

1. PROJECT DESCRIPTION:

- 1.1 Consultant will provide services for the design and develop construction documents for the development of a traffic signal, located at Queen Creek Road and Layton Lake Boulevard, Chandler, Arizona, specifically described herein.
- 1.2 The facility design will include installation of a new traffic signal, removal of existing single ramps, removal of existing single ramps, installation of new dual ramps, and signing/stripping.
- 1.3 Consultant will provide all design services for the Project including traffic and civil engineering services. Understanding of the project scope of work is based on meeting held with City Staff on July 28, 2022. Summary of the notes are as follows:
 - a. Traffic Signal Warrant study completed by the city established the need for traffic signal improvements
 - b. North leg of the intersection falls within Town of Gilbert (Gilbert) jurisdiction. An IGA will be prepared and coordinated by City staff with Gilbert. Intersection will be owned, operated and maintained by the city.
 - c. Signal phasing to be determined as part of the design through coordination with City staff utilizing the data available and provided by the City.
 - d. Single radial ramps and returns exist and will need to be brought up to current City standard consisting of dual ramps. Consultant to provide detailed ramp elevations on plan including high point and low point of ramps and along the crosswalk to meet ADA requirements.
 - e. Fiber and ITS does not exist currently within the project limits. For the purposes of this proposal, traffic signal design will consist of wireless communications. As requested, by the City an owner's allowance should be added to accommodate for potential ITS conduit and fiber connection on Queen Creek Road to the intersection of Lindsay Road in Gilbert, AZ. City staff will meet with the Gilbert to discuss signal improvements and resolve potential ITS improvements.
 - f. 30% design exhibit will be prepared to assist the city with communications with Gilbert.
 - g. Traffic signal to include vehicle detection, preemption devices, and CCTV Camera.

2. ASSIGNMENT:

- 2.1 The design Agreement has been awarded to a consultant 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-2* will perform those portions of the work listed therein. See *Exhibit B* for Consultant Compensation and Fee Schedule. See *Exhibit B-3* for subconsultant scope of work.

3. PROJECT MANAGEMENT AND SCHEDULE:

- 3.1 Consultant must perform the services within the times set forth in the Project Schedule included herein and made a part hereof by reference. See *Exhibit A-2* for Project Schedule.
- 3.2 The Consultant will monitor the Production Schedule shown in Exhibit C will not modify or deviated from without written consent of City. The Consultant will 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.
- 3.3 The Consultant will prepare for and attend Kick Off with City staff. Work includes preparation of agenda and meeting notes.
- 3.4 The Consultant shall monitor all sub-consultants schedule and work products and ensure that all activities are coordinated.

4. QUALITY CONTROL:

- 4.1 Consultant will institute and comply with Quality Control Plan and Management. Sr. Professional will be responsible for conducting independent review of all design documents.

5. PRELIMINARY RESEARCH / DATA COLLECTION:

- 5.1 Preliminary research before preparing the project design, Consultant will:
 - a. Perform a Document Search for utility as-builts. The Consultant will contact Blue Stake to identify and document the utilities within the project limits. Utility as-built mapping will be requested and collected from each of the agencies identified within the project limits. Using the data collected and topographic survey, the Consultant will prepare a utility CADD file.
 - b. Perform a Document search for rights-of-way and easements. Document research will consist of utilizing the Maricopa Assessors Map and data provided from the city to illustrate existing right of way and easement. Right of way designation and survey is not included.
 - c. Perform a Document search for City policies, regulations, standards, design manuals, and requirements, etc. relevant to project.
 - d. Research all utility companies/agencies and acquire all available as built and utility records.
- 5.2 Investigate existing conditions and verify accuracy of drawings or other information furnished by City. The work associate with this task includes field investigation to document existing conditions.
- 5.3 Consultant must provide a survey of the project area that includes complete topographical. Design

will utilize established City of Chandler benchmarks and reference locations of benchmarks on the plans. The benchmark location and elevation will be utilized for construction of the proposed improvements. Limits of the topographic survey include 50 feet north, 125 feet south, 50 feet east, and 125 feet west of the intersection curb returns, horizontal and vertical control, and the visible topographic features within these limits up to the existing right of way. See *Exhibit B-3* for survey scope of work and fee.

6. UTILITY COORDINATION:

- 6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG). This coordination includes preparation and submittal of Utility Conflict Review letters to each utility company along with Project Plans. Submittals will be made at 60%, 95% and Final for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the proposed improvements.
- 6.2 Consultant will identify utility conflicts during the initial stages of the design process. As requested by City staff, an allowance is provided to account for the identification and collection of ten (10) potholes. Pothole locations will be coordinated with utility companies. Pothole locations are initially being identified as the traffic signal pole foundation locations to establish clearance. The Consultant shall be responsible for field survey to initially stake the pothole location for Blue Stake notification and as a reference point for the surveyed location of each pothole. The Consultant shall identify the pothole number, northing, easting and elevation of the staked location. The Consultant shall measure and record adjustments from the surveyed location of each exposed utility. See *Exhibit B-3* for pothole data scope and fee.
- 6.3 Consultant must coordinate the design and installation of the utilities. This project includes electric service to the new traffic signal. No other utilities or services are anticipated or included with this scope of work.
- 6.4 Consultant must submit plans and design calculations to utilities for review and use during their design for their service improvements and conflict reviews. The work associated with this task includes identify the load calculations necessary to establish and coordinate the electrical service requirements.
- 6.5 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents. This will include coordination with SRP to incorporate electrical service design documents into the bid documents.
- 6.6 Consultant must incorporate the utility construction requirements into the bid documents.

7. GEOTECHNICAL INVESTIGATION (ALLOWANCE):

- 7.1 Geotechnical investigation is included as part of this project scope of work as an allowance. The scope of work includes investigation for potentially saturate soils on the southwest corner as well as intersection geotechnical conditions. The scope will also include development of Geotechnical report. Pavement improvements associated with the curb ramp revisions will

consist of matching the existing pavement structural section and in accordance with City and MAG specifications.

8. 30% PRELIMINARY DESIGN AND REVIEW DOCUMENTS:

- 8.1 When the design is approximately thirty percent complete, Consultant must do the following:
 - a. Prepare one (1) traffic signal, intersection striping, and dual ramp design layout, which will depict the layout of traffic signal poles and associated equipment as well as the preliminary dual ramps and orientation of the project elements in relation to one another. A scalable exhibit will be prepared and submitted for initial review and comment. This exhibit will also be utilized by City staff in their coordination efforts with Gilbert.
 - b. Prepare traffic signal design at the intersection of Queen Creek Rd & Layton Lakes Blvd in accordance with City of Chandler TDM #5. The Consultant shall coordinate with the City to establish the intersection signal phasing operations. The signal equipment type, and placement will be subject to the phasing identified.
 - c. Prepare preliminary striping layout in accordance with City of Chandler Standards and specifications. 30% preliminary layout will include intersection crosswalk striping.
 - d. Prepare ramp design to consist of removing the existing single ramps and provide dual ramps in accordance with the City Standards and specifications and Supplement to MAG Specifications.
 - e. Prepare an exhibit illustrating the preliminary design layout as described in 9.1.a. The exhibit will be prepared using AutoCAD at 1" = 20' scale.
 - f. Prepare an estimate of probable cost estimate (EOPC).
- 8.2 Submit to City's Project Manager for review and comment. Submittal will be completed electronically in PDF format and will consist of the 30% Exhibit and EOPC.
- 8.3 Schedule 30% review meeting to discuss and resolve review comments. Work includes preparation of agenda and meeting notes.

9. 60% AND 95% DESIGN AND DOCUMENT REVIEW:

- 9.1 Based on the approved 30% Design Exhibit and as authorized by City, the Consultant will prepare, for approval by City, Design Development Documents. Design documents shall consist of sixty percent (60%) and ninety-five percent (95%) completed documents.
- 9.2 60% and 95% Consultant documents consist of the following:
 - a. Preparation of Project Plans, which shall include:
 - Cover (1 sheet)
 - General Notes (1 Sheet)
 - Legend and Abbreviations (1 Sheet)
 - Dual Ramp Detail Plan (1" = 10 ft Scale) (1 Sheet)
 - Traffic Signal Plan (1" = 20 ft Scale) (1 Sheet)
 - Traffic Signal Schedules (Pole and Conductor) (1 Sheet)

- Striping and Signing General Notes and Legend (1 Sheet)
- Striping and Signing Intersection Plan (1" = 40 ft Scale) (1 Sheet)
- b. Consultant is required to review and complete the City's Constructability Review Checklist. All applicable checklist items are required to be incorporated in the design documents.
- c. Submit plans, specifications, and estimate to City's Project Manager for comment. Two complete drawing sets, specifications, and estimate. Original redline drawings and comments received from previous review along with a review summary indicating action taken will be submitted with the package to the City Project Manager.
- 9.3 Preparation of 60% and 95% project specifications.
- 9.4 Prepare a construction cost estimate. Estimate will be provided to City staff for review. Should estimate exceed City budget, the design team will coordinate revisions to either align design with the construction budget or look for opportunities with City staff to assign additional funding.
- 9.5 Schedule 60% and 95% review meeting with plan check staff to discuss and resolve review comments received. Work includes preparation of agenda and meeting notes.
- 9.6 60% and 95% construction documents to be submitted to Development Services for Civil Plan Review.

10. FINAL CONSTRUCTION DOCUMENTS AND BIDDING:

- 10.1 Based on the approved Design Development Documents described in Section 9, the Consultant will finalize the Construction Documents consisting of plans and specifications for the construction of this Project. Final documents will consist of following:
 - a. Preparation of Final (100%) Project Plans, which shall include:
 - Cover (1 sheet)
 - General Notes (1 Sheet)
 - Legend and Abbreviations (1 Sheet)
 - Dual Ramp Detail Plan (1" = 10 ft Scale) (1 Sheet)
 - Traffic Signal Plan (1" = 20 ft Scale) (1 Sheet)
 - Traffic Signal Schedules (Pole and Conductor) (1 Sheet)
 - Striping and Signing General Notes and Legend (1 Sheet)
 - Striping and Signing Intersection Plan (1" = 40 ft Scale) (1 Sheet)
 - b. Submit to final plans, specifications, and estimate to the City's Project Manager.
- 10.2 Preparation of Final (100%) project specifications.
- 10.3 Prepare Final construction cost estimate.
- 10.4 The Consultant will support City with Bidding and Award Support including:
 - a. Submit bid documents to Development Services for building permit. Plans and specifications will be stamped. The specifications will be 8-1/2" x 11" and in electronic format. Plans will be black line prints as well as electronic formats.
 - b. Assist City in the preparation of the Bid Form.
 - c. Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.

- d. Assist City in the evaluation of “substitutions and or-equals” and make a recommendation to accept or decline.
- e. Prepare addenda for review and approval by City. City will distribute.
- f. If bids are 10% over or under the “engineers estimate”, Consultant will be required to provide a detailed evaluation explaining differences.

11. INTELLIGENT TRANSPORTATION SYSTEM (ITS) DESIGN AND DOCUMENTS (ALLOWANCE):

- 12.1 The Consultant shall prepare ITS design plans for the fiber connection along Queen Creek Rd between Layton Lakes Blvd and Lindsay Rd. Design will not be conducted unless approved by City staff in writing.
 - a. The Consultant shall prepare ITS design plans at 60%, 95% and Final, when approved by City staff for production. ITS Design plans shall be (1" = 40'), double stacked. ITS Documents will consist of the following sheets:
 - ITS Notes (1 Sheet)
 - ITS Traffic Interconnect Plan (1" = 40' Scale) (1 Sheet) (Double Stacked)
 - b. Submit plans, specifications, and estimate to City's Project Manager for comment. Original redline drawings and comments received from 60% and 95% review along with a review summary indicating action taken will be submitted with the package to the City Project Manager
- 12.2 Prepare ITS construction specifications.
- 12.3 Prepare engineers estimate of probable cost (EOPC).

This task is City Allowance and will be utilized only upon direction and the written approval of the City Project Manager.

12. TRAFFIC SIGNAL POLE FOUNDATION DESIGN (ALLOWANCE):

- 12.1 If it is determined that the soils near the southwest corner of Queen Creek Road and Layton Lakes Boulevard requires a non-standard foundation design for the signal pole, the Consultant shall prepare structural details and a structural calculation package for the foundation. Foundation design shall be per 2013 AASHTO “Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, Sixth Edition with interims.” Design will not be conducted unless approved by City staff in writing.
 - a. The Consultant shall prepare structural details at 60%, 95% and Final, when approved by City staff for production. Structural Details will consist of the following sheets:
 - Traffic Signal Pole Foundation Details (1 Sheet)
 - c. The Consultant shall prepare a structural calculation package at 95% and Final.

13. RIGHT OF WAY LEGALS DESCRIPTION AND EXHIBIT (ALLOWANCE):

The need for right of way legal descriptions and exhibits are currently unknown.

- 13.1 If it is determined that right of way or easements for construction of the traffic signal or ramp improvements are necessary, Kimley-Horn will notify City staff following 30% design stage. Kimley-Horn will delineate the proposed right of way needs for review and approval by City staff prior to preparation of the legal descriptions and exhibits.
- 13.2 Kimley-Horn will collection of title two (2) reports
- 13.3 Kimley-Horn will prepare two (2) right of way legal descriptions and exhibits. Work will be performed by Kimley-Horn's Registered Land Surveyor (RLS) in the State of Arizona.

Kimley-Horn will not perform this service until written direction from City staff is received.

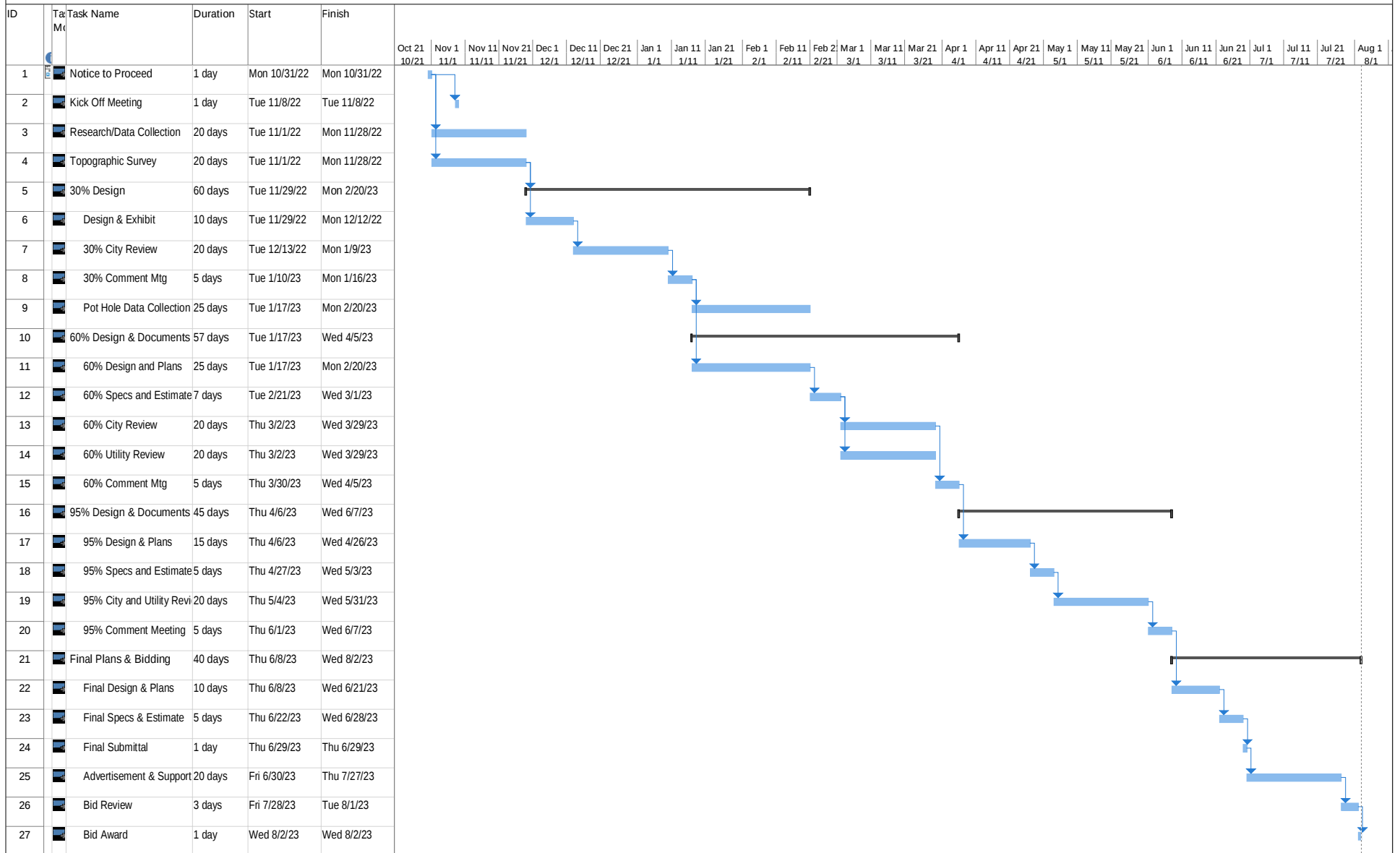
ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- Landscaping design is not included as part of this scope. Landscape restoration will be included project plan notes as well as project technical specifications.
- Application fees for City reviews and permits shall be paid by City.
- It has been assumed that all agencies have a 1-month review period.
- Application fees for other agencies other than the City shall be paid utilizing the Direct Expense Allowance.

Allowances shall only be used after written approval from the City representative. The purpose of the allowance is to cover unforeseen, or design tasks associated with this project. Contract reimbursement for an allowance (in whole or in part) is not ensured.

EXHIBIT "A-2"
PROJECT SCHEDULE

EXHIBIT A-2 - SCHEDULE
 QUEEN CREEK RD & LAYTON LAKE BLVD
 TRAFFIC SIGNAL IMPROVEMENTS
 DS2202



Project: DS2202_SCHEDULE_EX Date: Tue 9/6/22	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT "B"
COMPENSATION AND FEES

EXHIBIT "B"
COMPENSATION AND FEE'S

EXHIBIT "B"
Queen Creek Road & Layton Lake Boulevard - DS2202
Traffic Signal Improvements
Compensation and Fee Estimate
(Revised 8/25/22)

TASK DESCRIPTION	PM	Sr. Engr/Prof	PE/Prof	Analyst / Designer	Tech	Admin	< PROJECT ROLE	TOTAL HOURS PER TASK	FEE SUBTOTAL PER TASK
	\$ 210.00	\$ 185.00	\$ 165.00	\$ 145.00	\$ 130.00	\$ 80.00	< HOURLY RATES		
Task 1.0 Project Description & Scope of Construction									
Task 2.0 Assignment									
Task 3.0 Project Management and Schedule	11	-	-	2	-	15		28	\$ 3,800.00
3.1 Manage and Control Project Schedule	9					12		21	\$ 2,850.00
3.3 Kick Off Meeting (VIRTUAL)	1			2				3	\$ 500.00
3.4 Manage Subconsultants/Agreements	1					3		4	\$ 450.00
								-	\$ -
Task 4.0 Quality Control	10	-	-	-	-	-		10	\$ 2,100.00
4.1 Quality Control Reviews (30 thru Final)	10							10	\$ 2,100.00
								-	\$ -
Task 5.0 Preliminary Research and Data Collection	-	2	-	5	10	4		21	\$ 2,715.00
5.1 Document Research / Mapping / Utility Base File				1	3	4		8	\$ 855
5.2 Investigate Existing Conditions & Field Review				4	4			8	\$ 1,100
5.3 Topographic Survey/Coordination		2			3			5	\$ 760
								-	\$ -
Task 6.0 Utility Coordination	-	3	1	12	4	6		26	\$ 3,460.00
6.1 Coordination with Utilities & Submittals (60, 95)			1	4		6		11	\$ 1,225
6.2 PotHole Data Request and Conflict Resolution		2		4	4			10	\$ 1,470
6.3 Electrical Service Coordination		1		4				5	\$ 765
								-	\$ -
Task 7.0 Geotechnical Investigation (Allowance)									
See allowance below									\$ -
Task 8.0 30% Design and Review Document	-	3	-	8	10	3		24	\$ 3,255.00
8.1 30% Signal/Ramp/CADD/Exhibit Prep		1		3	5			9	\$ 1,270
8.2 30% Engineers Estimate of Probable Cost (EOPC)		1		3	5			9	\$ 1,270
8.3 30% Review Comments / Meeting (virtual)		1		2		3		6	\$ 715
								-	\$ -
Task 9.0 60% & 95% Design and Document Review	9	5	20	51	60	6		151	\$ 21,790.00
9.1 60% & 95% Design/CAD		2		3	5			10	\$ 1,455
9.2 Construction Plans (8 Shts)	5		16	28	45			94	\$ 13,600
9.3 Prepare 60% Outline Specs and 95% Specs	2		4	12				18	\$ 2,820
9.4 60% and 95% EOPC		3		5	10			18	\$ 2,580
9.5 60% & 95% Rev Comments / Meeting (2 Virtual Mtgs)	2			3		6		11	\$ 1,335
								-	\$ -
Task 10.0 Final (100%) Construction Documents	4	1	-	11	6	-		16	\$ 3,400.00
10.1 Final Design/CAD/Plans (8 Shts)		1		2	4			7	\$ 995
10.2 Final Tech Specs	1			3				4	\$ 645
10.3 Final EOPC	1			2	2			5	\$ 760
10.4 Bidding and Award Support	2			4					\$ 1,000
								-	\$ -
SUBTOTAL OF HOURS AND FEE'S	34	14	21	89	90	34		276	\$ 40,520.00
SUBCONSULTANT - EXPENSES									\$ 18,600.00
SUB Topographic Survey & Control (RLF Consulting)									\$ 5,900
SUB Pothole data (RT Underground)(10 Locations)									\$ 12,700
TOTAL PROJECT COST (WITHOUT ALLOWANCE)	21	8	21	70	68	18		206	\$ 59,120.00
ALLOWANCES									
Task 7.0 Geotechnical Investigation/Report	-	-	-	-	-	-		-	\$ 3,500.00
7.1 Geotechnical Investigation (By RAMM TBD)								-	\$ 3,500
								-	\$ -
Task 11.0 ITS Design and Documents	3	3	6	22	28	-		62	\$ 9,005.00
11.1 ITS Plans (2 Shts)(60, 95, Final)	1		6	12	24			43	\$ 6,060
11.2 ITS Specs	1	2		8				11	\$ 1,740
11.3 ITS EOPC	1	1		2	4			8	\$ 1,205
Task 12.0 Traffic Signal Pole Foundation	2	-	6	20	-	-		28	\$ 4,310.00
12.1 Traffic Signal Pole Foundation Details (1 Sht)	1		2	12				15	\$ 2,280
12.2 Traffic Signal Pole Foundation Design	1		4	8				13	\$ 2,030
Task 13.0 Right of Way Legal Description and Exhibits	-	1	-	-	2	-		3	\$ 3,845.00
13.1 Proposed R/W Delineation/Coordination		1			2			3	\$ 445
13.2 Title Reports (2)(Provided by Title Company)								-	\$ 1,200
13.3 ROW Legal Description and Exhibit (2 LE's)								-	\$ 2,200
Task 14.0 Owners Allowance									\$ 6,000.00
TOTAL PROJECT COST (WITH ALLOWANCE)	1	7	7	32	42	6		95	\$ 85,780.00

EXHIBIT "B-2"
DESIGN CONSULTANT PROJECT TEAM

Consultant Team	Role	Phone	Email
Chris Woolery	QA/QC Manager	602-216-1224	Chris.woolery@kimley-horn.com
Kimberly Carroll	Sr. Project Manager	602-906-1122	kim.carroll@kimley-horn.com
Jason Fenner	Roadway Engineer	602-371-4565	Jason.fenner@kimley-horn.com
Sarah Montgomery	Traffic Professional	602-216-1232	Sarah.montgomery@kimley-horn.com
Chad Huber	Survey Manager	602-837-5511	Chad.huber@kimley-horn.com

EXHIBIT "B-3"
SUBCONSULTANT
RLF CONSULTING (TOPOGRAPHIC SURVEY)
RT UNDERGROUND (POTHOLE DATA)
SCOPES OF WORK



August 2, 2022

Project: **P2022213 Layton Lakes & Queen Creek Rd**
Reference: **Topographic Survey & Aerial Mapping**

Chad W. Huber, RLS

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

Direct: 602 837 5511 | Mobile: 623 687 7691

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

Our scope and fee are based on the following assumptions:

- The Horizontal Datum will be based on the Arizona Coordinate System, 1983, (Central) Zone
- The Vertical Datum will be based on NAVD 88 City of Chandler Datum / Gilbert

Task 001 – Topographic Survey

- Verify horizontal and vertical control
- The City of Chandler has a new traffic signal project they have coming up at the intersection of S. Layton Lakes Blvd & E Queen Creek Rd. The scope of survey includes the following:
 - Intersection topo (medians, curb/gutter, sidewalk, etc.)
 - Horizontal & Vertical control
 - Existing Signage
 - Existing Striping
 - Utilities (observable)
 - Heights of aerial power lines (SRP 69 kV pole on the NWC) (reflector less and Instrument Scan data)
 - Landscaping
- For the intersection, limits should extend ROW to ROW and 50' North, 125' South, 125' West, & 50' East past the PT of the furthest curb return on each of the 4 legs
 - MCR #: 1013-21
 - Subdivision: LAYTON LAKES PHASE 1 CHANDLER
 - MCR #: 1034-36
 - Subdivision: LAYTON LAKES PARCEL 1 2ND AMD
 - MCR #: 1443-04
 - Subdivision: LAYTON LAKES PARCEL 4
 - MCR #: 1200-07
 - Subdivision: LAYTON LAKES PARCEL 17 AMD



- Provide site topography to include contours at 1-foot intervals, with spot elevations at critical locations (i.e., high points, low points, at top and bottom of curb line, edge of pavement, etc.).
- Locate existing planimetric features and visible utilities to include sewer manholes, water valves, grates, inlets, and other features as delineated on the aerial exhibit.
- Plot easements, lease areas or other documents of record as provided by the client.
- RLF will use traditional survey methodology and scan data to produce high precision 3D models to produce topographic mapping.

Project deliverables-

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

Proposed Fee

Task 001 – Topographic Survey Fee..... \$5,900.00

NOTES:

- The following services, if required, will be provided upon separate written authorization by the Client at cost plus and or time and materials. Title reports and/or mapping of additional documents | Legal Descriptions and exhibits | Mailings & printings | Agency related fees | Additional Land Surveying items

Sincerely,

RLF CONSULTING, LLC

Mike Fondren PLS
2165 W. PECOS RD STE. 5 | CHANDLER, AZ 85224
D. (480)719.7196 | Main. (480) 445.9189
1101 W. Grant Rd. Suite 208 | Tucson, AZ 85705
o. (520) 230-7753 | c. (480) 550-2649
WWW.RLFCONSULTING.COM

ACCEPTED BY:

Print Name Date



RT Underground

Marcom LLC, DBA

23604 N 56th Avenue Glendale, AZ 85310 (602) 622-6789 jeff.martinez@rtunderground.com

ASPHALT MILLING

Trench, Plates, Small Areas

UTILITY POTHOLING

SUE (Subsurface Utility Engineering)

REVISION 1

Submitted to:	Sarah Montgomery Kimley-Horn 7740 N 16th Street Suite 300 Phoenix, AZ 85020 (602) 371-4560	Date:	8/23/22
Phone:		Project:	City of Chandler Layton Lakes & Queen Creek RD
Email:		Location:	Traffic Signal

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	PERMITS ROW & Traffic Control	1	LS	\$1,250.00	\$1,250.00
2	Utility Pothole up to 8' deep	10	EACH	\$800.00	\$8,000.00
3	Traffic Control Non Major	2	DAY	\$1,250.00	\$2,500.00
4	Minimum Survey	1	LS	\$950.00	\$950.00
					\$0.00
TOTAL:					\$12,700.00

Includes: (Potholing Only) DESIGNATING INCLUDES: Above ground locating of DRY Utilities. Kimley Horn to provide up to date asbuilts of area to be marked. RT will designate (mark) above ground where utilities are. Survey by others to follow within 48 hours to record. POTHOLE PRICE INCLUDES:, Soft dig to find utility, Spread sheet with utility info including location by RLS. Price for item 1 is not to exceed 4' wide and 7' deep. Dry hole is charged same as regular.

Excludes: Sales Tax, Permits, Bonding Fees, Const. Staking, Testing & Inspection Fees, Removal or Replacement of Traffic Loops, Sawcutting, Removal or Relocating of Existing Utilities. Unforseen conditions: rock excavation, excessive cobble (over 4") and any other conditions that affect completion of work. Sales tax will be added unless proof of Prime Contractor Status is Provided

Terms: 30 Days

Respectfully Submitted ,

RT Underground

Jeff Martinez

Accepted By :

For : _____

Date : _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

1. General.

- 1.1 At the same time as execution of this Agreement, Consultant must furnish City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement will not be deemed to apply to required Workers' Compensation coverage.
- 1.2 Consultant and any of its subconsultants must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- 1.3 The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- 1.4 City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subconsultants, and Consultant is free to purchase any additional insurance as may be determined necessary.
- 1.5 Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- 1.6 Use of subconsultants: If any work is subcontracted in any way, Consultant must execute a written Agreement with subconsultant containing the same Indemnification Clause and Insurance Requirements as City requires of Consultant in this Agreement. Consultant is responsible for executing the Agreement with the subconsultant and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. Consultant must provide coverage with limits of liability not less than those stated below.

- 2.1 *Professional Liability.* If the Agreement is the subject of any professional services or work performed by Consultant, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone whose acts, mistakes, errors and omissions Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past

completion and acceptance of the work or services, and Consultant, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

2.2 *Commercial General Liability-Occurrence Form.* Consultant must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

2.3 *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability:* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant owned, hired, and non-owned vehicles assigned to or used in the performance of Consultant’s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.

2.4 *Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

3. Additional Policy Provisions Required.

3.1 *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by City. If not approved, City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to City, its officers, officials, agents, employees, and volunteers.

3.1.1. Consultant’s insurance must contain broad form contractual liability coverage.

3.1.2. Consultant’s insurance coverage must be primary insurance with respect to City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents, and employees will be in excess of the coverage provided by Consultant and must not contribute to it.

3.1.3. Consultant’s insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.1.4. Coverage provided by Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

- 3.1.5. The policies must contain a severability of interest clause and waiver of subrogation against City, its officers, officials, agents, and employees, for losses arising from Work performed by Consultant for City. (Does not apply to Professional Liability coverage.)
- 3.1.6. Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3-year period containing all the Agreement insurance requirements, including naming City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
- 3.1.7. If a Certificate of Insurance is submitted as verification of coverage, City will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

3.2. *Insurance Cancellation During Term of Agreement.*

- 3.2.1. If any of the required policies expire during the life of this Agreement, Consultant must forward renewal or replacement Certificates to City within 10 days after the renewal date containing all the required insurance provisions.
- 3.2.2. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice must be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, Consultant or its insurance broker must notify City of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

3.3 *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

- 3.3.1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, Consultant; Products and Completed operations of Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.
- 3.3.2. City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT "D"

SPECIAL CONDITIONS

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

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

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

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

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

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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/02/2022

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 E-MAIL ADDRESS: jerry.noyola@greyling.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : National Union Fire Ins. Co.	
		INSURER B : Allied World Assurance Company (U.S.)	
		INSURER C : New Hampshire Ins. Co.	
		INSURER D : Lloyds of London	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: Project #DS2202.201 - Traffic Signal at Layton Lakes Boulevard and Queen Creek Road. The City, its officers, officials, agents & employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Umbrella Follows (See Attached Descriptions)

CERTIFICATE HOLDER City of Chandler P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Form with respects to General, Automobile & Employers Liability Policies. Separation of Insureds applies to the General Liability Policy. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2022 forms a part of

Policy No. CA4489663 issued to KIMLEY-HORN AND ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

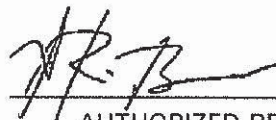
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT AS SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.