



PROFESSIONAL SERVICES AGREEMENT

Design Services

RAY ROAD AND DOBSON ROAD INTERSECTION IMPROVEMENTS

Project No. ST2103.201

Council Date: September 21, 2023 Item No.

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2023 ("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 **RAY ROAD AND DOBSON ROAD INTERSECTION IMPROVEMENTS** 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 **917** 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 **\$1,509,968** 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, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted by Consultant and Consultant's subconsultants. 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 fixed fee per task 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: Kimberly Moon, P.E. 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:	<table border="1"> <tr> <td>LEGAL COMPANY NAME:</td> <td>Kimley-Horn and Associates, Inc.</td> </tr> <tr> <td>Mailing Address:</td> <td>7740 North 16th Street, Suite 300, Phoenix, AZ 85020</td> </tr> <tr> <td>Physical Address:</td> <td>7740 North 16th Street, Suite 300, Phoenix, AZ 85020</td> </tr> <tr> <td>Statutory Agent Name:</td> <td>CT Corporation System</td> </tr> <tr> <td>Statutory Agent Mailing Address:</td> <td>3800 N Central Ave., Ste. 460, Phoenix, AZ 85012</td> </tr> <tr> <td>Statutory Agent Physical Address:</td> <td>3800 N Central Ave., Ste. 460, Phoenix, AZ 85012</td> </tr> <tr> <td colspan="2">CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE</td> </tr> <tr> <td>Name:</td> <td>Brian Smalkoski, P.E., AICP, PTP, PTOE</td> </tr> <tr> <td>Title:</td> <td>Vice President</td> </tr> <tr> <td>Phone:</td> <td>602-906-1100</td> </tr> <tr> <td>Email:</td> <td>brian.smalkoski@kimley-horn.com</td> </tr> </table>		LEGAL COMPANY NAME:	Kimley-Horn and Associates, Inc.	Mailing Address:	7740 North 16th Street, Suite 300, Phoenix, AZ 85020	Physical Address:	7740 North 16th Street, Suite 300, Phoenix, AZ 85020	Statutory Agent Name:	CT Corporation System	Statutory Agent Mailing Address:	3800 N Central Ave., Ste. 460, Phoenix, AZ 85012	Statutory Agent Physical Address:	3800 N Central Ave., Ste. 460, Phoenix, AZ 85012	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE		Name:	Brian Smalkoski, P.E., AICP, PTP, PTOE	Title:	Vice President	Phone:	602-906-1100	Email:	brian.smalkoski@kimley-horn.com
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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 Agreement 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 - Subconsultant Documents with Consultant (if applicable)

Exhibit F - 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.

5.44 Forced Labor of Ethnic Uyghurs Prohibited. By entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.45 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.

This Agreement will be in full force and effect only when it has been approved and executed by the duly authorized City officials.

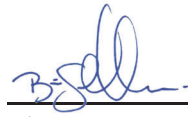
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"CITY" CITY OF CHANDLER

"CONSULTANT"

Kimley-Horn and Associates, Inc.

MAYOR



8/21/2023

Signature

Date

RECOMMENDED BY:



Digitally signed by Kimberly Moon
DN: C=US, E=Kimberly.Moon@ChandlerAZ.gov,
O=City of Chandler, OU=Capital Projects Division,
CN=Kimberly Moon
Date: 2023.08.22 12:01:28-07'00'

Kimberly Moon, P.E.
CIP City Engineer

Brian Smalkoski

Print Name

Vice President

Title

brian.smalkoski@kimley-horn.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney



ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



August 11, 2023

Ivan Magana
Project Manager
City of Chandler – Capital Projects

**RE: Scope of Work and Design Fee Proposal
Ray Road and Dobson Road Intersection Final Design
Town Project No.: ST2103.201**

Dear Ivan,

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this revised scope and fee proposal to perform professional design consulting services for the City of Chandler (City) for final design of the Ray Road and Dobson Road Intersection. Our proposal has been prepared based upon the information obtained during our scoping meeting held on June 20, 2023 with City staff and revised per comments provided via email on July 17, July 31, and August 9, 2023.

The professional services fee (total contract fee) for the project is \$1,509,968 including allowances, sub-consultants and direct expenses.

We are excited for the opportunity to partner with the City to help successfully deliver this ST2103 project. Should you have any questions or need additional information, please contact me at 602-216-1224 or chris.woolery@kimley-horn.com

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Chris Woolery".

Chris Woolery, P.E.
Project Manager

Enclosures

PROJECT DESCRIPTION

The Ray Road and Dobson Road improvements consist of widening the intersection to provide capacity improvements to reduce traffic congestion and improve intersection safety based on Alternative 3 from the Alternative Alignment Evaluation Memorandum completed October 2022 by Kimley-Horn. Improvements include bike lanes; raised landscape median; curb, gutter, and sidewalk, including ADA upgrades; traffic signals; LED streetlights; storm drainage; irrigation; wet utilities, including utility stubs; and dry utilities, including extension of fiber. The construction is federally funded using HSIP funds awarded to the City for FY26.

ASSIGNMENT

The design Agreement has been awarded to Kimley-Horn based on their proposed personnel and specified subconsultants. Any deviations or substitutions of these team members must be pre-approved in writing by City.

DESIGN STANDARDS

DESIGN CONSULTANT shall perform Project Tasks outlined below and all work shall conform to the latest edition and amendments of the City of Chandler's Unified Development Manual (UDM), unless specifically noted otherwise.

PROJECT TASKS

1. DATA COLLECTION

a. Task 1.1: Collect and Review Existing Records

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

2. PUBLIC UTILITY COORDINATION

a. Task 2.1 Utility Coordination

- i. DESIGN CONSULTANT shall perform utility coordination in conformance with City Design Standards and IF project has Federal Highway Administrative (FHWA) funding the City's Certificated Acceptance plan for the Arizona Department of Transportation (ADOT).
 1. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.
 2. DESIGN CONSULTANT shall work with the CITY to coordinate the early determination of facilities that may be abandoned or deactivated.
 3. DESIGN CONSULTANT shall send Utility Conflict Review letters to each utility company notifying them of the project and defining the project scope and timeline along with Project Plans at each submittal (15%, 30%, 60%, 95%, 100%, and Final) for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements. This task includes uploading the Project Plans to the SRP Portal system for SRP plan review at each submittal.
 4. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY each with a written record of receipt.
- ii. DESIGN CONSULTANT shall work with the CITY to facilitate utility coordination meetings following each submittal (30%, 60%, 95%, 100%). This task includes up to four (4) general utility coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility coordination meetings.
- iii. DESIGN CONSULTANT shall work with the CITY to facilitate utility land coordination meetings. This task includes up to four (4) utility land coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility land coordination meetings.

b. Task 2.2: Utility Locating and Verification

- i. DESIGN CONSULTANT shall be responsible for field verifying the horizontal locations of all utilities within the project limits prior to the Preliminary (15%) design submittal.
- ii. DESIGN CONSULTANT shall prepare base maps detailing all existing utility data and transmitting to the utility companies for verification and comment concerning the utility

locations. DESIGN CONSULTANT shall incorporate the utility company comments into the base maps.

- iii. DESIGN CONSULTANT shall verify the elevation of any utilities, using potholing, which are identified as being in potential conflict with CITY's Improvements. The field work associated with this task will be funded from the Utility Potholing Allowance if required.

1. During the 30% design phase, DESIGN CONSULTANT shall develop a suggested pothole list that identifies stationing and offset. DESIGN CONSULTANT shall provide the list to utility companies affected by the project, and facilitate coordination of a master pothole list.

2. DESIGN CONSULTANT shall provide up to one-hundred fifty (150) vacuum excavation potholes (testholes) on existing subsurface utilities at locations identified on the master pothole list. Pertinent pothole data shall be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the utility found, depth, horizontal and vertical location, size and material composition, and top and bottom elevation of the utility line exposed. Initial potholes shall be provided prior to the 60% submittal and included in the 60% plans. Additional potholes requested after plan reviews of the 60% plans shall be obtained and included in the 90% plans. Potholes shall be backfilled with half sack slurry.

3. DESIGN CONSULTANT shall be responsible for field survey to initially stake the pothole location in white paint or white flagging for Blue Stake notification and as a reference point for the surveyed location of each pothole. DESIGN CONSULTANT shall identify the pothole number, northing, easting and elevation of the staked location. DESIGN CONSULTANT shall measure and record adjustments from the surveyed location to the steel reference pin set above the centerline of each exposed utility.

4. Vacuum excavation potholing shall include mobilization, set-up, traffic control pavement cut and removal (if any), pavement patch as specified in Streetcut Permit (if any), excavation, backfill and compaction, all information requested including providing photos of each pothole within the report, and clean up. DESIGN CONSULTANT shall apply for and obtain permits for potholing.

5. For identified water and sewer lines, while the pothole is excavated, representatives from the CITY and DESIGN CONSULTANT shall perform visual inspection of the condition of the lines. Upon inspection, DESIGN CONSULTANT shall provide evaluation of existing condition of lines. If evaluation determines that the existing conditions is of concern, then DESIGN CONSULTANT shall coordinate with City and provide recommendations for additional rehabilitation or replacement beyond that already included within this project.

- iv. DESIGN CONSULTANT shall conduct Subsurface Utility Engineering (SUE) per American Society of Civil Engineering (ASCE) publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level C" for public water, sewer, reclaimed water and overhead utilities.

- v. DESIGN CONSULTANT shall conduct Subsurface Utility Engineering (SUE) per ASCE publication CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" at a "Quality Level B" for locatable existing underground utilities including private water, private sewer, private reclaimed water, gas, cable TV, telephone, fiber, and power.

c. Task 2.3: Utility Strip Map

- i. DESIGN CONSULTANT shall include all existing and proposed utilities, and existing and proposed easements for each utility; include parcel numbers and addresses with utility

base map (Task 2.2). The map shall be updated and provided at the 60% and 95% submittals.

d. Task 2.4: Utility Relocation Design Coordination

- i. DESIGN CONSULTANT shall coordinate with the utilities to facilitate the design to relocate their facilities. DESIGN CONSULTANT shall request a letter from each utility impacted by the planned roadway improvement identifying a timeline for relocating their facilities.
- ii. DESIGN CONSULTANT shall specifically identify utility conflicts, with input from utility companies and CITY, which might affect alignment or grade and recommend alignment alternatives.
- iii. Prior to 30% plan submittal, DESIGN CONSULTANT shall develop preliminary alignments of any utilities requiring relocation for which the CITY has requested an alignment design. DESIGN CONSULTANT shall submit preliminary locations to each utility for review with a request for written response from each utility. DESIGN CONSULTANT shall coordinate with CITY to make joint trenching recommendations for underground utilities, and submit those recommendations to the CITY for approval.
- iv. DESIGN CONSULTANT shall identify utility easements and provide legal descriptions to the CITY, per Task 7, to facilitate land acquisition during the design phase.
- v. DESIGN CONSULTANT shall review all utility relocation plans for constructability within the project limits.
- vi. Prior to submittal of Final (100%) construction documents, DESIGN CONSULTANT shall be responsible for ensuring all utility relocations have been designed and coordinated with proposed CITY and private installations, and that such relocations shall not impact the proposed construction schedule of the CITY's project.
- vii. Coordination of underground conversion of SRP transmission power lines will be funded from the Owner's Allowance if required.

e. Task 2.5: Utility Clearance Letter and Service Request Letters

- i. DESIGN CONSULTANT shall prepare a utility clearance letter, providing a review of proposed utility plans, including conflict evaluation, and general considerations.
- ii. DESIGN CONSULTANT shall provide load calculations for new services to the utilities and prepare service request letter.

3. PROGRESS MEETINGS

a. Task 3.1: Meetings

- i. This task includes up to ten (10) general progress meetings. DESIGN CONSULTANT anticipates a maximum of two (2) personnel attending the Progress Meetings.
- ii. This task includes two half-hour phone call updates per month (32).
- iii. DESIGN CONSULTANT shall prepare and distribute meeting minutes for each Progress Meeting, including Action Items to be reviewed and updated at each Progress Meeting.
- iv. This task includes coordination of Webex and other virtual formats as needed.

b. Task 3.2: Comment Resolution Meetings

- i. Meeting shall be held no later than one week after redlines are returned to DESIGN CONSULTANT at each plan submittal. Comments Resolution Meetings are for both internal and external agency reviews. This task includes producing a comment resolution log for each submittal and providing to the City.

4. PUBLIC AND STAKEHOLDER MEETINGS

a. Task 4.1: Public Meetings

- i. DESIGN CONSULTANT shall prepare for and participate in one (1) Public Information Meeting. DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict both existing and proposed right-of-way from the most recent plan submittal, and also a display board depicting the proposed roadway section. DESIGN CONSULTANT anticipates a maximum of three (3) personnel attending the public meetings.
- ii. DESIGN CONSULTANT shall be responsible for the following:
 - 1. Conduct site research to understand project stakeholders and compile key community contact information for the project.
 - 2. Participate in planning meetings and prepare for, plan and participate in one public meeting.
 - 3. As part of the public meeting information, develop a powerpoint presentation that can be provided at the public meeting and, following that, narrate the presentation so it can be displayed on the project webpage.
 - 4. Develop a meeting notice for residents and businesses to notify them of the public meeting.
 - 5. Business visits to ensure they receive information related to the project and public meeting.
 - 6. Coordinate with the City's CAPA office to launch a webpage and provide content for page, any social media or media releases from the City. Update project webpage to include information before and after public meeting.
 - 7. Respond to any follow-on inquiries or discussions with HOAs, property owners, or residents to provide information related to the project.
 - 8. Project a project hotline for the project during design.
 - 9. Assist CITY in preparing information for mailers/flyers
 - 10. Develop and setup display boards
 - 11. Prepare a meeting sign-in sheet
 - 12. Prepare project facts sheet/agenda handout for meeting
 - 13. Give a brief presentation and answer questions as needed
 - 14. Prepare and make available a public comment sheet at each meeting
 - 15. Provide beverages for each public meeting
 - 16. Provide coordination of Webex or other virtual formats as needed.
 - 17. Prepare newspaper notice of meeting, if required
- iii. CITY shall be responsible for the following:
 - 1. Secure a location and time for each public meeting

b. Task 4.2: Stakeholder Meetings

- i. DESIGN CONSULTANT shall prepare for and participate in City Transportation Commission and Council Meetings (up to three (3) meetings) and additional Stakeholder Meetings (up to two (2) meetings) with adjacent businesses or HOAs for the duration of the project. DESIGN CONSULTANT shall prepare display boards that feature the horizontal alignment and depict both existing and proposed right-of-way, and a display board depicting the proposed typical roadway section. DESIGN CONSULTANT anticipates a maximum of three personnel attending the Stakeholder Meetings.
- ii. DESIGN CONSULTANT shall be responsible for the following:
 - 1. Develop and setup display boards
 - 2. Prepare a meeting sign-in sheet
 - 3. Give a brief presentation and answer questions as needed

4. Prepare and distribute meeting minutes, including Action Items to be reviewed and updated at each Stakeholder Meeting
5. Provide coordination of Webex or other virtual formats as needed.
- iii. CITY shall be responsible for the following:
 1. Secure a location and time for each stakeholder meeting
 2. Send invitations to stakeholders
- iv. This task includes coordination of Webex and other virtual formats as needed.

5. PROJECT MANAGEMENT

a. Task 5.1: Project Monitoring

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

Notice To Proceed (NTP)	0
Data Collection/Survey	NTP + 7 Weeks
Submit 15% Plans and ADOT Scoping Document	NTP + 13 Weeks
4 Week City Review	
Submit 30% Plans, Specifications, and Estimate	NTP + 23 Weeks
6 Week City Review	
Submit 60% Plans, Specifications, and Estimate	NTP + 41 Weeks
6 Week City Review	
Submit ROW Acquisition Documents	NTP + 41 Weeks
Environmental Clearance	NTP + 47 Weeks
Submit 95% Plans, Specifications, and Estimate	NTP + 67 Weeks
6 Week City Review	
Submit 100% Plans, Specifications, and Estimate	NTP + 93 Weeks
6 Week City Review	
Submit Final Plans, Specifications, and Estimate	NTP + 115 Weeks
Project Bid, Award, and Council Approval	NTP + 131 Weeks

b. Task 5.2: Design Quality Control Plan

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

c. Task 5.3: Manage Sub-Consultants

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

6. DESIGN SURVEY

a. Task 6.1: Topographic Survey

- i. The Horizontal Datum will be based on the Arizona Coordinate System, 1983, (Central) Zone GDACs for base control linework.
- ii. The Vertical Datum will be based on NAVD 88 City of Chandler (BMS 11 & 12) As applicable
- iii. DESIGN CONSULTANT shall verify horizontal and vertical control. The limits of topographic survey along Ray Road and Dobson Road are 1350' east, 1350' south, north to Ironwood (1400 feet) and west to Carriage Ln (1400 feet).
- iv. DESIGN CONSULTANT shall provide site topography to include contours at 1-foot intervals, with finish floors, spot elevations at critical locations (i.e., high points, low points, at top and bottom of curb line, edge of pavement, etc.).
- v. DESIGN CONSULTANT shall locate existing planimetric features and visible utilities to include sewer manholes, water valves, grates, inlets, and other features as delineated on the aerial exhibit.
- vi. DESIGN CONSULTANT shall plot easements, lease areas or other documents of record as provided by the client.
- vii. DESIGN CONSULTANT will use traditional survey methodology along with UAS obtained close range photogrammetric data to produce high precision 3D models to produce topographic mapping.
- viii. DESIGN CONSULTANT will produce a geo-referenced ortho-rectified aerial image of the parcel with a GSD (Ground Sampling Distance) of 0.70 inch/pixel. (Updated imagery and line work)

b. Task 6.2: Utility Designating Survey

- i. DESIGN CONSULTANT shall survey designating markings for locatable utilities.

c. Task 6.3: Right-of-Way and Easement Staking

- i. DESIGN CONSULTANT will mark out proposed sites for ROW Takes, TCE easements and other items for up to 45 locations within the project area including calculation, field prep, field, & QA.

7. RIGHT-OF-WAY (ROW) COORDINATION

a. Task 7.1: ROW Strip Map

- i. At Preliminary (15%) Design, DESIGN CONSULTANT shall prepare a right-of-way strip map overlaid on an aerial photograph of the project limits, showing existing property lines, easements, and utilities on Ray Road for 1300 feet in both directions and along Dobson Road for 1300 feet in both directions. The right-of-way strip map is for the purpose of identifying property boundaries to prepare legal descriptions and exhibits for property acquisition, permanent and/or temporary drainage easements (DE) (TDE), temporary construction easements (TCE), and utility easements and shall include a list of identified properties and property rights. The CITY shall provide litigation (title) reports for the parcels within the project limits.

b. Task 7.2: Legal Descriptions

- i. DESIGN CONSULTANT shall provide legal descriptions and exhibits for the acquisition of new right-of-way, temporary construction easements, drainage tracts, drainage easements, county remnants, and utility easements. DESIGN CONSULTANT shall utilize title reports (mentioned in 7.1 above) and Sectional/centerline field survey to define the boundaries of properties where new right-of-way or easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits. The scope of work includes:
 1. The preparation of 45 written legal descriptions and exhibits, for the acquisition of permanent right-of-way (ROW) and/or easements.

c. Task 7.3: ROW Documents

- i. DESIGN CONSULTANT shall submit right-of-way documents to the CITY within 30 days of the resolution of 30% plan review comments. These documents shall include legal descriptions & exhibits, copies of the right-of-way strip maps for all acquisitions and easements.

8. GEOTECHNICAL

a. Task 8.1: Geotechnical Subsurface Exploration and Laboratory Testing

- i. DESIGN CONSULTANT shall conduct a visual geologic reconnaissance of the project area and review available geologic literature and aerial photographs of the project site and shall conduct a visual pavement reconnaissance of the roadway segment in question.
- ii. DESIGN CONSULTANT shall obtain City and Maricopa County Encroachment permits, as necessary, to conduct work in the Right-of-Way. If needed, DESIGN CONSULTANT shall arrange for and compensate for off-duty police officers.
- iii. DESIGN CONSULTANT shall establish test locations in the field and arrange for the mark-out of underground utilities through Arizona Blue Stake.
- iv. DESIGN CONSULTANT shall drill eight (8) hollow-stem auger borings using a truck-mounted two-wheel drive drill rig. These borings shall be located within the existing roadway or in the shoulder whichever is more appropriate and shall extend 15 feet deep. DESIGN CONSULTANT shall collect ring samples and bulk samples for laboratory testing and shall be responsible for preparation of field boring logs. DESIGN CONSULTANT shall investigate full pavement section during boring and report layers and thickness of asphalt and base course.

- v. DESIGN CONSULTANT shall perform laboratory testing to evaluate the index, compressibility, expansion and chemical characteristics of the subsurface soils encountered.

b. Task 8.2: Geotechnical Report

- i. DESIGN CONSULTANT shall prepare a draft geotechnical report, to accompany the 30% submittal, which shall contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design of the new pavement and recommendations for construction. In addition, the reports shall contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results and geotechnical recommendations related to excavation characteristics, bedding material, backfilling guidelines, subgrade support for new pavements, pavement design recommendations, pavement rehabilitation recommendations, and the re-use of on-site soils for engineered fill.
- ii. DESIGN CONSULTANT shall incorporate comments received on the draft geotechnical report into a final geotechnical report to accompany the 60% submittal.

9. ENVIRONMENTAL DOCUMENTATION AND CLEARANCE

a. Task 9.1: Phase I Environmental Site Assessment (ESA)

- i. DESIGN CONSULTANT shall conduct a Phase I Environmental Site Assessment (ESA) in accordance with ASTM-1527-21 and submit a draft Phase I ESA report inclusive of each property requiring new right-of-way acquisition and/or easements to the CITY at a reasonable timeframe prior to closing on the properties. A Phase I ESA (up to 25 parcels) shall be prepared for the project. The Phase I ESA report shall document findings and provide opinions and recommendations regarding possible environmental impacts at the sites. DESIGN CONSULTANT shall provide color photographs and figures in the report. Following review by the CITY, DESIGN CONSULTANT shall review the CITY's comments and address those comments in the final Phase I ESA's.
 - 1. DESIGN CONSULTANT shall perform up to two (2) updates to the Phase I ESA report. Any additional updates or reports shall only be done with prior written direction from the City and shall be compensated utilizing the Owner's allowance.
 - 2. DESIGN CONSULTANT shall review lease records for the sites, to evaluate probable past site uses and their possible impact on the current environmental status of the sites.
 - 3. DESIGN CONSULTANT shall review readily available maps and reports pertaining to the sites to evaluate probable past site use and their possible impact on the current environmental status of the sites.
 - 4. DESIGN CONSULTANT shall obtain ASTM Lien Searches back to 1980. DESIGN CONSULTANT shall review lien search report for each parcel to evaluate probable past site use and their possible impact on the current environmental status of the sites.
 - 5. DESIGN CONSULTANT shall conduct interviews with the property representatives regarding the environmental status of the sites.
 - 6. DESIGN CONSULTANT shall perform a site reconnaissance to visually identify areas of possibly contaminated surficial soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls (PCBs), and possible risks of contamination from activities at the sites and adjacent properties.
 - 7. DESIGN CONSULTANT shall review available regulatory agency files, databases, and historical documents for the sites and adjacent properties to evaluate past and current site usage and the possible environmental impact to the site. Databases shall

identify locations of known hazardous waste sites, landfills, and leaking underground storage tanks, permitted facilities that utilize underground storage tanks, and facilities that use, store or dispose of hazardous materials. DESIGN CONSULTANT shall also make note of utility connection or lack of utility connections for each site. Historical documents include aerial photographs, Sanborn Insurance Maps (if warranted)

8. DESIGN CONSULTANT shall review Arizona Department of Environmental Quality databases for deed restrictions such as Declaration of Environmental Use Restrictions and Voluntary Environmental Mitigation Use Restrictions.

9. DESIGN CONSULTANT shall perform visual observations limited to the surface area of the property and contiguous sites. Subsurface explorations, soil sampling, surface and groundwater sampling, and chemical analyses are not included in this proposal. The reports shall be based solely on information gained from direct observation, personal interviews, and examinations of regulatory records.

b. Task 9.2: Categorical Exclusion

i. National Environmental Policy Act (NEPA) Compliance

Associated documents include:

1. Public and Agency Scoping
 - a. DESIGN CONSULTANT shall prepare Public Scoping letters for all adjacent land owners within the project limits, as applicable.
 - b. DESIGN CONSULTANT shall prepare Agency Scoping letters for all landowners, including Federal and State Agencies, and other offices/divisions within the proposed project area and/or that may have interest in the proposed project as applicable: The Arizona Game and Fish Department (AGFD), Maricopa County Department of Transportation (MCDOT), Flood Control District of Maricopa County (FCDMC), Parks, Utilities, as applicable.
2. Biological Resources Evaluation
 - a. DESIGN CONSULTANT shall prepare a Biological Evaluation Short Form (BESF) for the project area and submit to ADOT EP for review and approval.
3. Cultural Resource Report
 - a. DESIGN CONSULTANT shall conduct a Class I and Class III cultural resources survey and report for the project area. DESIGN CONSULTANT shall also prepare draft consultation letters for EP use in compliance with Section 106 of the National Historic Preservation Act.
4. Preliminary Initial Site Assessment (PISA)
 - a. DESIGN CONSULTANT shall prepare a Preliminary Initial Site Assessment (PISA) for the project area and submit to ADOT EP for review and approval.
5. Lead Based Paint and Asbestos Testing
 - a. DESIGN CONSULTANT shall conduct lead-based paint (LBP) testing for the project.
 - b. DESIGN CONSULTANT shall conduct Asbestos Containing Material (ACM) testing for the project.
6. Section 4(f) Analysis
 - a. DESIGN CONSULTANT shall identify potential Section 4(f) resources within the project limits and shall complete the appropriate ADOT EP Section 4(f) form analyzing use/constructive use of potential resources. DESIGN CONSULTANT shall submit the draft form to ADOT EP for review and one (1) round of comments. DESIGN CONSULTANT shall finalize the form based on the ADOT EP comments.

7. Team/EP Coordination

a. DESIGN CONSULTANT shall coordinate with the internal team and ADOT EP throughout the environmental clearance process. Coordination with ADOT EP is anticipated to be by telephone or email as meetings are included in a separate task. This task assumes a maximum of 70 hours during the environmental clearance process. If additional hours are required, a change order will be required.

Environmental Services Not Included

Any other environmental services, including but not limited to the following, are not included in this Agreement:

- Jurisdictional Delineation, Section 404/401 permitting
- Air analysis
- Noise Analysis (Owner's Allowance)
- ICE
- Site flagging for avoidance, cultural resources monitoring, or testing/data recovery
- Title VI/Socioeconomics Analysis

10. PLANS, SPECIFICATIONS AND ESTIMATES

a. Task 10.1: Plans

- i. Design Consultant shall prepare plans for the project in accordance with City Standards and IF FHWA funded the City's Certified Acceptance plan with ADOT to administer federally funded projects.
- ii. DESIGN CONSULTANT shall submit plans on CD in AutoCAD .DWG format and exports of each plan sheet and reference files and PDF of each plan sheet and PDFs of complete plans set at the 15%, 30%, 60%, 95%, 100%, and Final submittals. Payment for this task shall be directly correlated with submittal percentage.
- iii. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms. DESIGN CONSULTANT shall provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments shall be incorporated unless otherwise authorized by the CITY.
- iv. DESIGN CONSULTANT shall provide project plans to external agencies such as Maricopa County Department of Environmental Services, Arizona Department of Transportation, and Flood Control District of Maricopa County, and upon direction from City to adjacent project consultants and contractors as appropriate to ensure construction activities are permitted and coordinated for construction to start immediately after award of City's construction contract.
- v. Plans shall include:
 1. Cover Sheet
 2. General Notes Sheets
 3. Standard Sections Sheets
 4. Paving Plans (Task 10.1A)
 5. Drainage Plans (Task 10.1B)
 6. Traffic Signal Interconnect Plans (Task 10.1C)
 7. Street Light Plans (Task 10.1D)
 8. Striping and Signing Plans (Task 10.1E)
 9. Landscape and Irrigation Plans (Task 10.1F)

10. Erosion and Sediment Control Plans (Task 10.1G)
11. Water, Sanitary Sewer, and Reclaimed Water Plans (Task 10.1H)
12. Third-Party Utility Plans from SRP or Other Private Utilities

vi. Task 10.1A: Paving Plans

1. DESIGN CONSULTANT shall perform work necessary to create Typical Roadway Sections, Geometric Layout and Paving Plan & Profile Sheets using design right-of-way needs for intersection widening of Ray Road and Dobson Road as determined by the previously completed Alternative Alignment Evaluation Memorandum and Traffic Study.
2. DESIGN CONSULTANT shall prepare paving and profile plans at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, median curb, driveways, turn lanes, intersecting streets, utilities, existing right-of-way, proposed right-of-way, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, proposed curb and gutter grades, benchmarks and underground utilities.
3. DESIGN CONSULTANT shall evaluate all existing sidewalk and crosswalks within the project and ensure compliance with ADA cross-slope and curb ramp requirements. Any sidewalk, ramp or crosswalk that is not in compliance with ADA shall be incorporated into the plans.

vii. Task 10.1B: Drainage Plans

1. DESIGN CONSULTANT shall review the existing drainage reports and as-builts for the adjacent developments. The reports and as-builts shall be provided by the CITY. DESIGN CONSULTANT shall conduct a field visit to verify the existing drainage infrastructure and concepts.
 - a. The required retention volume shown in these existing drainage reports and as-builts shall be assumed to be accurate.
 - b. Where improvements are proposed adjacent to existing developments, the retention volume provided shown in these existing drainage reports and as-builts shall be verified using topographical survey obtained with this project.
2. DESIGN CONSULTANT shall prepare a drainage analysis to determine the effects of the roadway improvements from this project. The DESIGN CONSULTANT shall perform hydraulic calculations for proposed scuppers, catch basins, and storm drain systems. The hydrologic and hydraulic calculations shall meet the CITY criteria.
3. DESIGN CONSULTANT shall prepare a Drainage Report to accompany the drainage design for roadway improvements. The Draft Drainage Report shall be submitted with the 60% Submittal. The Draft Final Drainage Report shall be submitted with the 95% Submittal. The Final Drainage Report shall be submitted with the 100% Submittal. DESIGN CONSULTANT shall incorporate comments received at each submittal.
4. DESIGN CONSULTANT shall prepare drainage plans that include but is not limited to storm drain profiles, retention basin grading plans and drainage details.

viii. Task 10.1C: Traffic Signal/Traffic Signal Interconnect Plans and Fiber Audit

1. Traffic Signal Upgrades

- a. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing traffic signals, traffic control equipment, etc.
- b. DESIGN CONSULTANT shall prepare traffic signal plans for Ray Road and Dobson Road. A preliminary traffic signal layout will be prepared and submitted at 30%. Full plan set will be completed, including removals, new and relocated pole locations at the 60%, 95%, 100%, and Final plan stages. Ray Road/Dobson Road will be designed in accordance with City of Chandler TDM #5. The Traffic

Signal Plans shall be (1" = 20'). and consist of the following sheets for each location:

- i. Traffic Signal Removal Sheet
- ii. Traffic Signal Layout Sheet
- iii. Pole Schedule Sheet
- iv. Conductor Schedule Sheet

2. Traffic Signal Interconnect

a. DESIGN CONSULTANT shall design the fiber interconnect plans at the intersection of Ray Road and Dobson Road at a scale of 1"=40' (double stacked). Plan sheets shall show conduit runs and pull boxes and connection to signalized intersections within the project limits.

- i. Ray Road (approximately 1800 feet between Ivanhoe St and Pennington Dr)
- ii. Dobson Road (approximately 2100 feet between Linda Ln and Ironwood Dr)

b. DESIGN CONSULTANT shall prepare a preliminary design to be illustrated on a roll plot for coordination with City Staff at 30%. Full plan set will be completed, including removals, new and relocated pole locations at the 60%, 95%, 100%, and Final plan stages.

3. Audit of Existing Fiber Conduit System Conditions:

a. DESIGN CONSULTANT shall conduct an audit of the existing City owned fiber conduit system infrastructure within the project limits. The fiber conduit system items include pull boxes, splice vaults, manholes, conduits, innerducts, and associated pathways into designated buildings, field cabinets and poles. The DESIGN CONSULTANT's field audit shall include the following:

- i. Field audit each pull box, manhole, and splice vault location identified on the as-built documents and observed in the field, and visual check of existing pull boxes and any visible conduit for dirt, concrete, or debris.
- ii. Develop a "fold-flat" type detail (also known as butterfly detail) of the existing pull box, manhole, and splice vault locations showing the following:
 - All four sides of the box with the associated conduits and innerducts entering the box from each side.
 - All existing cables, pull rope or mule tape, and locator (tracer) wire entering the box from each associated conduit and innerduct.
 - Cables: Record the size, manufacturer name and manufactured date of the cable, as observed on the cable sheathing. Also include any information on labels attached to the cable(s).
 - All splice closures within the box, noting the type and size, which cables from which conduits/ducts are entering the splice case, the number of available cable entry points, and any visible damage. Do not open the splice case.
 - Identify the "Logo" marking used on the pull point lid, such as "City Traffic", "Communications", etc.
 - Identify the GPS coordinates of the box location, and include the associated station and offset relative in the plan set, for the OSP database.

iii. Provide photos of any visible damage.

b. DESIGN CONSULTANT shall prepare field Audit Notes (including sketched "fold-flat" type details, and notes on as-built plans, including raw field audit notes and folders), and photos of visible damage.

c. DESIGN CONSULTANT shall incorporate audit findings and any recommended improvements into the interconnect plans including notes to clean out any visible dirt, concrete, or debris discovered in the field audit.

ix. Task 10.1D: Street Light Plans

1. DESIGN CONSULTANT shall design street lighting along Ray and Dobson Road/Intersection within the project limits in accordance with latest applicable City of Chandler UDM.
2. DESIGN CONSULTANT shall review the existing street lighting plans and as-builts for Ray and Dobson Road/Intersection and the adjacent developments within the project limits. The plans and as-builts shall be provided by the CITY.
3. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing street lighting, the existing lighting control equipment, existing underground conduit and conductor routes.
4. DESIGN CONSULTANT shall coordinate lighting design with Salt River Project (SRP) to define a power source to serve the lighting system and resolve any potential conflicts for new street light locations.
5. DESIGN CONSULTANT shall provide a computer generated point-to-point foot-candle grid for Ray and Dobson Road/Intersection within the project limits and submit documents to CITY for approval as exhibits along with the 60% and 90% submittals. It is assumed that the street lighting shall be based on latest City of Chandler UDM.
6. DESIGN CONSULTANT shall prepare street lighting plans for approximately one mile, as necessary, including new and relocated pole locations at the 60%, 90%, and final plan stage. The street light design shall conform to the latest standards as defined by the City of Chandler UDM to maintain aesthetic conformity. The first existing streetlight on each side of the roadway beyond the limit of the paving shall be shown on the plans. Existing street lights within the project limits will be evaluated and replaced, as necessary, to conform to the latest City of Chandler UDM. Existing direct-bury street light poles will be replaced with concrete foundation poles within the project limits. Existing street lights that are to remain shall be replaced with LED fixtures. The Lighting Plans shall be (1"=40' scale) and consist of the following:
 - a. Street lighting general notes and key map
 - b. Street lighting plans, double stacked views, showing pole locations with station and offset
7. DESIGN CONSULTANT shall reference the City of Chandler UDM standard details and drawings for the following:
 - a. Pole Assembly Detail (Pole, foundation, mast arm)
 - b. Junction Box detail
 - c. Trench detail
 - d. Connection details
8. SRP shall be responsible for providing detail drawings for the electrical details (Control center, wiring schematic, and cable schedule). These items on drawings prepared by SRP shall be accounted for in project specifications and engineer's estimate.
9. DESIGN CONSULTANT shall provide provision for consideration of interim street lighting if applicable.

x. Task 10.1E: Striping and Signing Plans

1. DESIGN CONSULTANT shall design the Signing and Striping Design Plans at the Ray Road and Dobson Road intersection.
2. DESIGN CONSULTANT shall develop preliminary striping plans for this project at the 15% plan stage. 15% will be shown on the Roadway Plan sheets.

3. DESIGN CONSULTANT shall prepare Signing and Striping Design Plans at the 30%, 60%, 95%, 100%, and Final plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale and shall include the following sheets:

- a. General Striping Notes Sheet (including a striping quantities)
- b. Ray Road (1300 feet east/west of Dobson Road) Striping and Signing Plan Sheets
- c. Dobson Road (1400 feet north/south of Ray Road) Striping and Signing Plan Sheets

xi. Task 10.1F: Landscape and Irrigation Plans

1. DESIGN CONSULTANT shall inventory existing trees, located via GPS survey and catalogue to determine if they are to remain in place or removed. DESIGN CONSULTANT shall identify the tree species, record the caliper, ascertain the general health, and record the viability for survival given construction activities. Limits of inventory shall be the east and west sides of Dobson Road between Ironwood Drive to the driveway entrance of Lakeside Apartments, and the north and south sides, and existing medians, of Ray Road between Carriage Lane to Pennington Drive.

2. DESIGN CONSULTANT shall review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations to determine potential for salvage. Locations shall be derived from as-built and design plans provided by the CITY combined with survey and existing conditions observation. DESIGN CONSULTANT shall overlay the existing irrigation location with improvement plans.

3. DESIGN CONSULTANT shall coordinate with the CITY to determine the desired types of plant material, inert material, and irrigation equipment. DESIGN CONSULTANT shall coordinate with the CITY on the identification of areas within the project area to receive landscape and irrigation as well as existing landscape and irrigation to be protected in place.

4. DESIGN CONSULTANT shall prepare Plant Inventory Plans. The plans shall include the following:

- a. 60% plans – location, species, size, and general health characteristics of existing trees four (4) inch caliper and greater and cacti three (3) feet height and greater, including the designation of removal or remain in place
- b. 95% plans – location, species, size, and general health characteristics of existing trees four (4) inch caliper and greater and cacti three (3) feet height and greater, including the designation of removal or remain in place

5. DESIGN CONSULTANT shall prepare Landscape Plans. The plans shall include the following:

- a. 60% plans - location and species of proposed new trees and shrubs and existing trees to remain
- b. 95% plans - plant schedule, plant quantities, landscape notes, and CITY standard landscape details

6. DESIGN CONSULTANT shall coordinate with private entities as necessary for matching or maintaining existing landscaping and ground cover.

7. DESIGN CONSULTANT shall prepare Irrigation Plans. Potable water shall be used for irrigation. The plans shall include the following:

- a. 60% plans - locations of existing infrastructure to remain in place and new locations of laterals, water meter(s), mainline, booster pumps, and valves
- b. 95% plans - irrigation quantities, irrigation emitter schedule, irrigation notes, and CITY of Chandler standard irrigation details shall be shown

8. DESIGN CONSULTANT shall coordinate with private entities as necessary for new connections and maintenance of existing irrigation systems. DESIGN CONSULTANT shall prepare water meter applications, when applicable.

9. DESIGN CONSULTANT shall show the water taps for irrigation equipment on the utility plans and roadway plans, as appropriate. DESIGN CONSULTANT shall provide the complete design and all necessary details for these water taps and power for the irrigation controllers.

10. Up to three (3) coordination meetings will be attended by the project Landscape Architect. Meetings can be progress meetings, specific discipline meetings, or meetings with area stakeholders.

11. Bioassay testing, archeology, soil fertility, and other tests to determine plant viability in existing conditions are not considered part of this scope of work.

xii. Task 10.1G: Erosion and Sediment Control Plans

1. DESIGN CONSULTANT shall develop Erosion and Sediment Control Plans (ESCPs) that may be utilized by a contractor during construction as Storm Water Pollution and Prevention Plans (SWPPP), as required on all projects that have the potential to impact any adjacent drainage system, under the provisions of section 402(p) of the Clean Water Act (CWA) and regulations 40 CFR 121, to secure a cost for the Arizona Pollutant Discharge Elimination System (AZPDES) permit and to ensure that the contractor is held responsible for this effort.

2. ESCPs shall include coversheet and index sheet in conformance with City requirements, erosion control details and erosion control plans in conformance with Arizona Department of Environmental Quality (ADEQ) and Environmental Protection Agency (EPA) requirements. Plans shall be submitted at the 95% plan submittal stage.

xiii. Task 10.1H: Water, Sanitary Sewer, and Reclaimed Water Plans

1. DESIGN CONSULTANT will provide design services for the replacement of approximately 4,000 LF of existing 16-inch asbestos concrete pipe (ACP) waterlines within the proposed roadway improvement limits along Ray Road and Dobson Road. Design will also include relocation or replacement of existing water meters and backflow prevention devices within the project limits.

2. DESIGN CONSULTANT will review and evaluate alternatives for replacement of the existing 16-inch ACP waterline. Alternatives will include evaluation of new dual 12-inch ductile iron pipe (DIP) waterlines versus one 16-inch DIP waterline. A technical memorandum with this evaluation and recommendation to the City will be provided.

3. DESIGN CONSULTANT will evaluate horizontal and vertical alignment alternatives. A roll plot will be prepared for the purpose of defining the waterline

replacement limits, horizontal alignment, conceptual profile, identifying existing water valves to be used for isolation, locations of lateral tie-ins, and locations of water main tie-ins. This roll plot will be provided to the City for review and comment.

4. DESIGN CONSULTANT will prepare waterline plan and profile construction documents. The following sheets are anticipated to be included:

- a. Waterline plan and profile sheets (12 sheets, 1" = 20' scale).
- b. Lateral plan and profiles sheets (10 sheets, 1" = 20' scale).
- c. Detail sheets (2 sheets).

5. DESIGN CONSULTANT will prepare construction documents and specifications for existing sewer manholes that have been identified by the City for rehabilitation. The following sheets are anticipated to be included:

- a. Manhole rehabilitation detail sheet (1 sheet)

6. DESIGN CONSULTANT will prepare and submit the Maricopa County Environmental Services (MCESD) permit applications including the Approval to Construct (ATC) and Approval of Construction (AOC) applications, applicable design reports, and review fees (standard or expedited review at City discretion).

xiv. Task 10.1I: Construction Schedule

1. DESIGN CONSULTANT shall prepare a construction schedule, identify major construction milestones, evaluate need for interim street lighting during construction, sewer bypasses, and analysis of any long-lead construction materials within the project.

b. Task 10.2: Specifications

- i. Technical Specifications shall be in accordance with City of Chandler Standard Specifications, MAG Standard Specifications, and IF FHWA funded Arizona Department of Transportation (ADOT) Standard Specifications, & ADOT (stored) standard special provisions. DESIGN CONSULTANT shall create technical specifications for all items not adequately covered by these standard specifications.
- ii. Word and PDF format of Specifications shall be provided with each submittal.

c. Task 10.3 Cost Estimates

- i. DESIGN CONSULTANT shall prepare cost estimates for all pay items per the standard specifications and special provisions, except that volumetric measurements shall not be used for pay items. DESIGN CONSULTANT shall determine earthwork quantities.
- ii. Excel and PDF format of Estimates shall be provided with each submittal.

d. Task 10.4: Materials QA Plan

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

11. SUBMITTALS

a. Task 11.1: 15% Submittal

- i. DESIGN CONSULTANT shall provide the following at 15% Submittal:

1. ADOT Project Assessment in accordance with ADOT requirements for federal funding (IF FHWA funded project)
2. PDF of Alignment 15% Plans
3. One (1) copy of construction cost estimate

b. Task 11.2: 30% Submittal

- i. DESIGN CONSULTANT shall provide the following at the **30% submittal** to the City:
 1. City Plan review and construction permit applications
 2. PDF of 30% preliminary plans including:
 - a. Cover sheet
 - b. Typical Roadway Sections
 - c. Geometric Configurations
 - d. Roadway Cross Sections
 - e. Paving Plan and Profiles
 - f. Drainage Plan and Profiles
 - g. Intersection Plans and Details
 - h. Utility (Water, Sanitary Sewer, Reclaimed, Private Irrigation) Plan and Profile
 - i. Traffic Signal and Traffic Signal Inner Connect Plans and Details
 - j. Signing and Stripping Plans and Details
 - k. Street Light Plans and Details
 3. PDF of the outline/preliminary technical specifications
 4. PDF of the construction cost estimate
 5. PDF of the sealed geotechnical report
 6. PDF of the "Testhole Data Summary Sheet"
 7. PDF of the right-of-way strip map with legal descriptions
 8. PDF of the utility strip map with legal descriptions

c. Task 11.3: 60% Submittal

- i. DESIGN CONSULTANT shall provide the following at the **60% submittal** to the CITY:
 1. City Plan review and construction permit applications
 2. 30% submittal redlines and comments
 3. One (1) half-size set as well as a PDF of 60% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Roadway Sections
 - d. Geometric Configurations
 - e. Roadway Cross Sections
 - f. Paving Plan and Profiles
 - g. Drainage Plan and Profiles
 - h. Intersection Plans and Details
 - i. Utility (Water, Sanitary Sewer, Reclaimed, Private Irrigation) Plan and Profile
 - j. Traffic Signal and Traffic Signal Inner Connect Plans and Details
 - k. Signing and Stripping Plans and Details
 - l. Street Light Plans and Details
 - m. Erosion and Sediment Control Plans
 - n. Special Details
 4. Two (2) copies and a PDF of the 60% technical specifications
 5. Two (2) copies and a PDF of the 60% construction cost estimate
 6. PDF of the draft/preliminary drainage report
 7. PDF of the right-of-way strip map with new or revised legal descriptions
 8. PDF of the utility strip map with new or revised legal descriptions

9. PDF of the final/sealed Phase I ESA

d. Task 11.4: 95% Submittal

- i. DESIGN CONSULTANT shall provide the following at **95% submittal**:
 - 1. City Plan review and construction permit applications
 - 2. 60% submittal redlines and comments
 - 3. One (1) half-size set as well as a PDF of 95% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Roadway Sections
 - d. Geometric Configurations
 - e. Roadway Cross Sections
 - f. Paving Plan and Profiles
 - g. Drainage Plan and Profiles
 - h. Intersection Plans and Details
 - i. Utility (Water, Sanitary Sewer, Reclaimed, Private Irrigation) Plan and Profile
 - j. Traffic Signal and Traffic Signal Inner Connect Plans and Details
 - k. Signing and Stripping Plans and Details
 - l. Street Light Plans and Details
 - m. Erosion and Sediment Control Plans
 - n. Special Details
 - 4. Two (2) copies and a PDF of the 95% technical special
 - 5. Two (2) copies and a PDF of the 95% construction cost estimate
 - 6. PDF of the draft final drainage report
 - 7. PDF of the right-of-way strip map with new or revised legal descriptions
 - 8. PDF of the utility strip map with new or revised legal descriptions

e. Task 11.5: 100% Submittal

- i. Upon acquisition of all right-of-way and easements necessary for construction, DESIGN CONSULTANT shall provide the following with the **100% submittal**:
 - 1. City plan review and construction permit applications
 - 2. 95% submittal redlines and comments
 - 3. One (1) half-size set as well as a PDF of sealed construction plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes including Environmental Notes from Categorical Exclusion
 - c. Typical Roadway Sections
 - d. Geometric Configurations
 - e. Roadway Cross Sections
 - f. Paving Plan and Profiles
 - g. Drainage Plan and Profiles
 - h. Intersection Plans and Details
 - i. Utility (Water, Sanitary Sewer, Reclaimed, Private Irrigation) Plan and Profile
 - j. Traffic Signal and Traffic Signal Inner Connect Plans and Details
 - k. Signing and Stripping Plans and Details
 - l. Street Light Plans and Details
 - m. Erosion and Sediment Control Plans
 - n. Special Details
 - 4. Two (2) copies and a PDF of final specification
 - 5. Two (2) copies and a PDF of the final construction cost estimate and bid schedule
 - 6. PDF of the final sealed drainage report

7. PDF of the right-of-way strip map with new or revised legal descriptions
8. PDF of the utility strip map with new or revised legal descriptions
9. PDF of Materials Compliance and Pavement Certification Letter

f. Task 11.6: Final Submittal

- i. Upon receipt of response from utility companies and construction contractor Disadvantaged Business Enterprise (DBE) goal assignment by ADOT, DESIGN CONSULTANT shall provide following as the Final submittal: Full payment for this task shall not be made until City acceptance, not just delivery, of all items on this final submittal list.
 1. Three (3) full size and four (4) half size sets as well as a PDF of construction plans including any private utility plans such as Salt River Project (SRP) plans to be performed by City's contractor
 2. Four (4) copies and a PDF of final specification
 3. Four (4) copies and a PDF of the final construction cost estimate and bid schedule
 4. Utility Clearance Letter per Task 2.5
 5. CAD Files
- ii. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for constructability of such plans, including, but not limited to, completion of right-of-way documentation acquiring all necessary easements, and completion of utility relocation design. DESIGN CONSULTANT shall be responsible for preparing and obtaining written approval of any design exceptions and/or variances to Design Standards.

12. ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

- a. Bioassay testing, archeology, soil fertility, and other tests to determine existing plant viability is excluded. Determination of existing plant viability to be based on professional opinions with considerations of typical construction activity impacts.
- b. Application fees for City reviews and permits shall be paid by City.
- c. It has been assumed that all agencies have a 20-working day review period.
- d. Application fees for other agencies other than the City will be submitted to the City and paid utilizing the Owner's Allowance.
- e. Construction management or observation, inspection, or participation in construction meetings is excluded.
- f. Owner's Allowance shall only be used with prior written approval from the City representative.
- g. ITS splice details and communications architecture details will not be included as part of this scope.

EXHIBIT "B"
COMPENSATION AND FEES

Exhibit B-1 - Detail of Consultant's Compensation
City of Chandler
Ray Road and Dobson Road Intersection Final Design
ST2103.201

TASK DESCRIPTION	SUBTOTAL	Department Funding Breakout		
		INTERSECTION	WATER	WASTEWATER
TASK 1 - DATA COLLECTION	\$ 2,080	\$ 1,872	\$ 208	\$ -
Verify Data Collection from <i>Alternative Alignment Evaluation Memo</i>	\$ 2,080			
TASK 2 - PUBLIC UTILITY COORDINATION				
TASK 2.1 - UTILITY COORDINATION	\$ 40,910	\$ 20,455	\$ 20,455	\$ -
Develop and Maintain Utility Inventory and Conflict Log	\$ 3,320			
Utility Coordination Meetings - up to four (4)	\$ 3,890			
Utility Coordination Meeting Notes	\$ 2,500			
Utility Land Coordination Meetings - up to four (4)	\$ 4,270			
Utility Land Coordination Meeting Notes	\$ 2,180			
Review Prior Rights Documentation (Up to 3 reviews)	\$ 2,440			
Utility Notification Letters (30%, 60%, 95%)	\$ 2,650			
Utility Relocation Concept Development	\$ 7,720			
Individual Utility Field Meetings - up to two (2)	\$ 3,720			
Utility Coordination Field Meeting Notes	\$ 1,020			
Prepare CADD files to Transmit to Utilities	\$ 3,000			
Field Review	\$ 4,200			
TASK 2.2 - UTILITY LOCATING & VERIFICATION	\$ 26,720	\$ 13,360	\$ 13,360	\$ -
Utility Locating Field Marking	\$ 17,040			
Prepare Utility Base File	\$ 6,200			
Pothole Coordination - Develop Pothole List	\$ 3,480			
See Subconsultant - Utility Potholing - Cobb Fendley	\$ -			
TASK 2.3 - UTILITY STRIP MAP	\$ 4,280	\$ 2,140	\$ 2,140	\$ -
Prepare Utility Strip Map (2 Shts)	\$ 4,280			
TASK 2.4 - UTILITY RELOCATION DESIGN COORDINATION	\$ 16,140	\$ 8,070	\$ 8,070	\$ -
Review Utility (Non-SRP) Relocation Plans (up to 8 Reviews)	\$ 4,540			
SRP Relocation Design Reviews and Coordination (18 mon @ 2hr/mo)	\$ 6,860			
Prepare Base Map for Utility Relocations	\$ 4,740			
TASK 2.5 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS	\$ 7,880	\$ 3,940	\$ 3,940	\$ -
Prepare Utility Clearance Letters	\$ 2,200			
Power Service Request Letters	\$ 3,240			
Coordinate Water and Power Addresses	\$ 2,440			
TASK 3 - PROGRESS MEETINGS	\$ 32,270	\$ 29,043	\$ 3,227	\$ -
Progress Meetings (10 Mtgs)(Includes Comment Resolution Mtgs)	\$ 5,520			
Bi-Weekly Phone Call Update Meetings (32 30-minute Mtgs)	\$ 6,610			
Prepare Meeting Agenda/Exhibits/Handouts	\$ 3,320			
Meeting Notes	\$ 4,980			
Summary of Comments for Comment Resolution Mtgs	\$ 6,480			
Maintain Action Item Log	\$ 5,360			
TASK 4 - PUBLIC & STAKEHOLDER MEETINGS	\$ 19,185	\$ 17,267	\$ 1,919	\$ -
Attend Public Meetings (1 Mtg)	\$ 2,780			
Develop Display Boards & Handouts	\$ 3,720			
Stakeholder Meetings (2 Mtgs)	\$ 2,610			
Prepare Meeting Agenda/Exhibits/Handouts	\$ 1,760			
Meeting Notes	\$ 1,280			
Prepare Transportation Commission/Council Presentation	\$ 3,690			
Attend Transportation Commission/Council Meetings (3 Mtgs)	\$ 3,345			
See Subconsultant - Public Involvement - MAKPRO	\$ -			

Exhibit B-1 - Detail of Consultant's Compensation
City of Chandler
Ray Road and Dobson Road Intersection Final Design
ST2103.201

TASK DESCRIPTION	SUBTOTAL	Department Funding Breakout		
		INTERSECTION	WATER	WASTEWATER
TASK 5 - PROJECT MANAGEMENT	\$ 51,310	\$ 46,179	\$ 5,131	\$ -
Monthly Progress Reports	\$ 2,280			
Budget Monitoring/Setup/Insurance/Invoicing	\$ 7,080			
Contract Management (24 Months @2 hrs/Month)	\$ 6,580			
Develop/Maintain Project Design Schedule	\$ 1,310			
Design Quality Control Plan	\$ 1,310			
QA/QC	\$ 24,240			
Manage Sub-Consultants	\$ 2,990			
Project Documentation/Email/Document Filing (24 Months @ 2 hrs/Month)	\$ 5,520			
TASK 6 - DESIGN SURVEY	\$ 8,860	\$ 4,430	\$ 4,430	\$ -
Survey Coordination/Requests	\$ 1,600			
Review and Field Verify Topo Survey CAD Files	\$ 7,260			
See Subconsultant - Control & Topo Survey - RLF Consulting	\$ -			
TASK 7 - RIGHT-OF-WAY COORDINATION	\$ 54,160	\$ 48,744	\$ 5,416	\$ -
Right-of-Way Mapping and Strip Map	\$ 5,680			
Coordinate Title Reports/Legals/Exhibits	\$ 1,280			
Prepare Legal Descriptions/Exhibits (up to 45 L&Es)	\$ 47,200			
See Subconsultant - Right-of-Way and Easement Staking - RLF Consulting	\$ -			
TASK 8 - GEOTECHNICAL	\$ 760	\$ 380	\$ 380	\$ -
Coordinate Geotechnical Boring Plan	\$ 760			
See Subconsultant - Geotechnical Engineering - ATEK	\$ -			
TASK 9 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE	\$ 57,245	\$ 57,245	\$ -	\$ -
Develop Environmental Clearance Footprint and Scope of Work/Coordinate Approval	\$ 3,210			
Scoping Letters and Lists	\$ 4,620			
Biological Evaluation Short Form (BESF)	\$ 5,260			
Preliminary Initial Site Assessment (PISA)	\$ 5,875			
ACM/LBP Testing Sub Review/Coordination	\$ 3,050			
Phase I ESA (up to 25 parcels)	\$ 13,700			
Cultural Resources Sub Review/Coordination	\$ 3,050			
Section 4(f) Analysis	\$ 2,105			
ADOT EP Coordination	\$ 16,375			
See Subconsultant - Cultural Resources - Desert	\$ -			
See Subconsultant - ACM/LBP - NEC	\$ -			
TASK 10 - PLANS, SPECIFICATIONS, & ESTIMATES				
TASK 10.1A - PAVING PLANS	\$ 180,295	\$ 180,295	\$ -	\$ -
ADOT Scoping Document (15% PA, Update to <i>Alternative Alignment Evaluation Memo</i>)	\$ 4,030			
Cover Sheet, Approvals, Vicinity Map (1 Sht)	\$ 2,320			
General Notes & Legend (2 Shts)	\$ 3,960			
Key Map & Index of Sheets (1 Sht)	\$ 2,050			
Survey Control/Geometric Sheet (1 Sht)	\$ 2,370			
Typical Sections, Pvmnt Sections, Pavement Legend (2 Shts)	\$ 5,290			
Miscellaneous Details Sheet (2 Shts)	\$ 4,740			
Overall Paving Limits (1 Sht)	\$ 2,600			
Ray Rd Paving Plan Shts (4 Shts)(1"=20' Scale)	\$ 27,080			
Dobson Rd Paving Plan Shts (Incl. Intersection)(7 Shts)(1"=20' Scale)	\$ 47,460			
Ray Rd Paving Profile Shts (4 Shts)(1"=20' Scale)	\$ 18,960			
Dobson Rd Paving Profile Shts (Incl. Intersection)(7 Shts)(1"=20' Scale)	\$ 33,180			
Sidewalk Ramp and Driveway Detail Sheets (4 Shts)	\$ 12,640			
Modeling and Earthwork	\$ 9,480			
Intersection Staking Sheet (1 Sht)	\$ 4,135			

Exhibit B-1 - Detail of Consultant's Compensation
City of Chandler
Ray Road and Dobson Road Intersection Final Design
ST2103.201

TASK DESCRIPTION	SUBTOTAL	Department Funding Breakout		
		INTERSECTION	WATER	WASTEWATER
TASK 10.1B - DRAINAGE PLANS	\$ 47,585	\$ 47,585	\$ -	\$ -
Evaluate Existing Drainage Reports/Plans	\$ 1,685			
Field Visit	\$ 2,100			
Pavement Hydrology	\$ 2,820			
Verify Existing Retention Basin Capacities	\$ 2,270			
Catch Basin/Scupper Hydraulics	\$ 3,770			
Retention Basin Design and Coordination	\$ 5,010			
Retention Basin Grading (3 Shts)	\$ 10,130			
Scupper Summary Sheet (1 Sht)	\$ 2,860			
Drainage Details (1 Sht)	\$ 2,780			
Draft Drainage Report	\$ 6,780			
Respond to Comments	\$ 1,970			
Final Drainage Report	\$ 5,410			
TASK 10.1C - TRAFFIC SIGNAL/INTERCONNECT PLANS & FIELD AUDIT	\$ 51,895	\$ 51,895	\$ -	\$ -
Signal & Interconnect Field Review	\$ 3,260			
Ray Road/Dobson Road Traffic Signal Plans (4 Shts)	\$ 18,220			
Interconnect Roll Plot and Coordination with City Staff	\$ 3,440			
Traffic Signal Interconnect Plans (Ray Road & Dobson Road)(4 Shts) (Double Stacked)(1"=40' Scale)	\$ 16,960			
Fiber Field Audit	\$ 3,720			
Audit Notes, Fold-Flat Details, As-built Markups & Photo Delivery	\$ 6,295			
TASK 10.1D - STREET LIGHT PLANS	\$ 30,165	\$ 30,165	\$ -	\$ -
Existing Street Light Field Review	\$ 2,120			
Photometric Analysis (60%, 90%)(Double Stacked)(4 Shts)(1"=40' Scale)	\$ 7,880			
Lighting General Notes	\$ 1,360			
Lighting Plans (Ray/Dobson Rd)(Double Stacked)(4 Shts)(1"=40' Scale)	\$ 12,125			
SRP Coordination	\$ 6,680			
TASK 10.1E - STRIPING & SIGNING PLANS	\$ 21,730	\$ 21,730	\$ -	\$ -
15% Striping Layout (on Roadway Shts)	\$ 3,010			
General Notes and Legend Sheet (1 Sht)	\$ 1,760			
Striping/Signing Shts (Ray Road)(Double-Stacked)(2 Shts)(1"=40' Scale)	\$ 8,480			
Striping/Signing Shts (Dobson Road)(Double-Stacked)(2 Shts)(1"=40' Scale)	\$ 8,480			
TASK 10.1F - LANDSCAPE & IRRIGATION PLANS	\$ 79,745	\$ 79,745	\$ -	\$ -
Site Inventory: Existing Trees and Irrigation Field Work	\$ 6,000			
Ray Rd & Dobson Rd Plant and Irrigation Inventory Plans (11 Shts) (1" = 20')	\$ 11,600			
Ray Rd & Dobson Rd Plant Inventory Summary Sheets (4 Shts)	\$ 5,580			
General Notes and Materials Schedule (1 Sht)	\$ 2,370			
Ray Rd Landscape Plan Shts (4 Shts)(1"=20' Scale)	\$ 8,940			
Dobson Rd Landscape Plan Shts (Incl. Intersection)(7 Shts)(1"=20' Scale)	\$ 15,415			
Ray Rd Irrigation Plan Shts (4 Shts)(1"=20' Scale)	\$ 8,940			
Dobson Rd Irrigation Plan Shts (Incl. Intersection)(7 Shts)(1"=20' Scale)	\$ 15,415			
Planting Details (1 Sht)	\$ 1,070			
Irrigation Details (2 Shts)	\$ 1,070			
Up to Three (3) Landscape and Irrigation Coordination Meetings	\$ 3,345			
TASK 10.1G - EROSION & SEDIMENT CONTROL PLANS	\$ 16,490	\$ 16,490	\$ -	\$ -
Erosion Control Summary Sheet (1 Sht)	\$ 930			
Erosion and Sediment Control Plan Index (1 Sht)	\$ 1,810			
Erosion Control Details (4 Shts)	\$ 3,720			
Lindsay Rd Erosion Control Plans (6 Shts)(1" = 40') (Double Stacked)	\$ 10,030			

Exhibit B-1 - Detail of Consultant's Compensation
City of Chandler
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TASK DESCRIPTION	SUBTOTAL	Department Funding Breakout		
		INTERSECTION	WATER	WASTEWATER
TASK 10.1H - WATER, SANITARY SEWER & RECLAIMED WATER PLANS	\$ 160,360	\$ -	\$ 151,060	\$ 9,300
Evaluation ACP Waterline Replacement Alternatives (16-inch vs. 2-12-inch)	\$ 6,950			
Evaluate Horizontal and Vertical Alignment Alternatives	\$ 15,030			
Alternative Roll Plot Exhibits	\$ 16,700			
Technical Memorandum and Figures	\$ 8,350			
Waterline Plan and Profile Sheets (12 Shts) (1" = 20' Scale)	\$ 51,240			
Waterline Lateral Plan and Profile Sheets (10 Shts) (1" = 20' Scale)	\$ 41,750			
Waterline Details Sheets (2 Shts)	\$ 7,150			
Prepare ATC Permit Application	\$ 830			
Prepare Water Report (No Modeling Included)	\$ 830			
Address MCESD Comments	\$ 2,230			
Manhole Rehabilitation Details Sheet	\$ 3,850			
Manhole Rehabilitation Specification Review and Update	\$ 5,450			
TASK 10.1L - CONSTRUCTION SCHEDULE	\$ 5,310	\$ 2,655	\$ 2,655	\$ -
Develop Construction Schedule/Critical Construction Milestones	\$ 3,540			
Construction Schedule Meeting (1 Mtg)	\$ 1,770			
TASK 10.2 - SPECIFICATIONS	\$ 24,980	\$ 22,482	\$ 2,498	\$ -
Technical Specifications (60%, 95%, 100%, Final)	\$ 19,000			
Review and Update General Conditions/Contract/Specifications (100% & Final)	\$ 5,980			
TASK 10.3 - COST ESTIMATES	\$ 23,560	\$ 21,204	\$ 2,356	\$ -
Quantities/Estimate (15%, 30%, 60%, 95%, 100%, Final)	\$ 23,560			
TASK 10.4 - MATERIALS QA PLAN	\$ 2,280	\$ 2,052	\$ 228	\$ -
Materials QA Plan	\$ 2,280			
TASK 11 - SUBMITTALS	\$ 17,220	\$ 15,498	\$ 1,722	\$ -
15% (Project Assessment) Submittal Coordination	\$ 2,460			
30% Submittal Coordination	\$ 2,460			
60% Submittal Coordination	\$ 2,460			
95% Submittal Coordination	\$ 2,460			
100% Submittal Coordination	\$ 2,460			
ADOT Obligation Coordination	\$ 2,460			
Final Submittal Coordination	\$ 2,460			
SUBTOTAL DIRECT LABOR	\$ 983,415	\$ 744,921	\$ 229,195	\$ 9,300

Exhibit B-1 - Detail of Consultant's Compensation
City of Chandler
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		Department Funding Breakout		
TASK DESCRIPTION	SUBTOTAL	INTERSECTION	WATER	WASTEWATER
SUBCONSULTANTS TASKS				
TASK 6 & 7 - DESIGN SURVEY; R/W COORDINATION (RLF CONSULTING)	\$ 38,730	\$ 19,365	\$ 19,365	\$ -
Topographic Survey - See Exhibit E	\$ 15,855			
Utility Designating Survey - See Exhibit E	\$ 8,890			
Right-of-Way and Easement Staking - See Exhibit E	\$ 13,985			
TASK 8 - GEOTECHNICAL ENGINEERING (ATEK)	\$ 26,875	\$ 13,438	\$ 13,438	\$ -
Geotechnical Engineering - See Exhibit E	\$ 26,875			
TASK 9 - CULTURAL RESOURCES (DESERT)	\$ 9,010	\$ 9,010	\$ -	\$ -
Cultural Resources - See Exhibit E	\$ 9,010			
TASK 9 - ACM/LBP (NEC)	\$ 8,178	\$ 8,178	\$ -	\$ -
ACM/LBP Testing- See Exhibit E	\$ 8,178			
TASK 4 - PUBLIC INVOLVEMENT (MAKPRO)	\$ 10,300	\$ 9,270	\$ 1,030	\$ -
Public Involvement - See Exhibit E	\$ 10,300			
SUBTOTAL SUBCONSULTANTS	\$ 93,093	\$ 59,260	\$ 33,833	\$ -
EXPENSE				
EXPENSES	\$ 12,500	\$ 10,000	\$ 2,500	\$ -
ERIS (hazmat database packages)	\$ 10,000			
MCESD ATC Permit Fees	\$ 2,500			
ALLOWANCES				
UTILITY POTHOLING ALLOWANCE	\$ 200,000	\$ 100,000	\$ 100,000	\$ -
Utility Potholing (up to 150 potholes)	\$ 200,000			
POST DESIGN SERVICES ALLOWANCE	\$ 20,960	\$ 18,864	\$ 2,096	\$ -
Pre-Bid Meeting	\$ 4,480			
Prepare AOC and Construction Observation	\$ 9,720			
Addenda Preparation	\$ 6,760			
OWNER'S ALLOWANCE	\$ 200,000	\$ 175,000	\$ 20,000	\$ 5,000
Owner's Allowance	\$ 200,000			
TOTAL CONTRACT FEE		\$ 1,509,968	\$ 1,108,045	\$ 387,623
		\$ 14,300		

Exhibit B-2 - Detail of Consultant's Hours
City of Chandler
Ray Road and Dobson Road Intersection Final Design
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	SR. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
	Chris Wooley Kim Carroll Michael Grandy	Shane Johannsen Julian Pasquella Anne DeBoard	Ryan Marks	Julia Hoath	Austin McBryde	Becky Bratcher	
							Total Hours
TASK DESCRIPTION	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
TASK 1 - DATA COLLECTION	-	-	-	8	-	8	16
Verify Data Collection from <i>Alternative Alignment Evaluation Memo</i>				8		8	16
TASK 2 - PUBLIC UTILITY COORDINATION							
TASK 2.1 - UTILITY COORDINATION	4	24	71	90	40	8	237
Develop and Maintain Utility Inventory and Conflict Log			4	16			20
Utility Coordination Meetings - up to four (4)	2	4	6	8			20
Utility Coordination Meeting Notes		2	4	8			14
Utility Land Coordination Meetings - up to four (4)	2	4	8	8			22
Utility Land Coordination Meeting Notes		2	4	6			12
Review Prior Rights Documentation (Up to 3 reviews)		4	8				12
Utility Notification Letters (30%, 60%, 95%)			3	8		8	19
Utility Relocation Concept Development		4	8	12	24		48
Individual Utility Field Meetings - up to two (2)		4	8	8			20
Utility Coordination Field Meeting Notes			2	4			6
Prepare CADD files to Transmit to Utilities			4		16		20
Field Review			12	12			24
TASK 2.2 - UTILITY LOCATING & VERIFICATION	-	16	80	28	24	-	148
Utility Locating Field Marking		8	80				88
Prepare Utility Base File		4		12	24		40
Pothole Coordination - Develop Pothole List		4		16			20
<i>See Subconsultant - Utility Potholing - Cobb Fendley</i>							
TASK 2.3 - UTILITY STRIP MAP	-	-	4	8	16	-	28
Prepare Utility Strip Map (2 Shts)			4	8	16		28
TASK 2.4 - UTILITY RELOCATION DESIGN COORDINATION	4	8	24	40	16	-	92
Review Utility (Non-SRP) Relocation Plans (up to 8 Reviews)		2	8	16			26
SRP Relocation Design Reviews and Coordination (18 mon @ 2hr/mo)	4	4	12	16			36
Prepare Base Map for Utility Relocations		2	4	8	16		30
TASK 2.5 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS	-	8	20	4	-	16	48
Prepare Utility Clearance Letters			4	4		8	16
Power Service Request Letters		4	8			8	20
Coordinate Water and Power Addresses		4	8				12
TASK 3 - PROGRESS MEETINGS	6	6	52	106	-	24	194
Progress Meetings (10 Mtgs)(Includes Comment Resolution Mtgs)	4	4	10	10			28
Bi-Weekly Phone Call Update Meetings (32 30-minute Mtgs)	2	2	16	16			36
Prepare Meeting Agenda/Exhibits/Handouts			4	16			20
Meeting Notes			6	24			30
Summary of Comments for Comment Resolution Mtgs			8	16		24	48
Maintain Action Item Log			8	24			32
TASK 4 - PUBLIC & STAKEHOLDER MEETINGS	11	16	24	32	20	-	103
Attend Public Meetings (1 Mtg)	4	4	4				12
Develop Display Boards & Handouts			4	8	12		24
Stakeholder Meetings (2 Mtgs)	2	4	6				12
Prepare Meeting Agenda/Exhibits/Handouts				4	8		12
Meeting Notes				8			8
Prepare Transportation Commission/Council Presentation	2	2	4	12			20
Attend Transportation Commission/Council Meetings (3 Mtgs)	3	6	6				15
<i>See Subconsultant - Public Involvement - MAKPRO</i>							

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City of Chandler
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	SR. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
	Chris Wootery Kim Carroll Michael Grandy	Shane Johannsen Julian Pasquale Anne DeBoard	Ryan Marks	Julia Hoath	Austin McBryde	Becky Bratcher	
TASK DESCRIPTION	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	Total Hours
TASK 5 - PROJECT MANAGEMENT	58	52	60	-	-	120	290
Monthly Progress Reports			12				12
Budget Monitoring/Setup/Insurance/Invoicing			12			48	60
Contract Management (24 Months @2 hrs/Month)	4		12			32	48
Develop/Maintain Project Design Schedule	2		4				6
Design Quality Control Plan	2		4				6
QA/QC	48	48					96
Manage Sub-Consultants	2	4	8				14
Project Documentation/Email/Document Filing (24 Months @ 2 hrs/Month)			8			40	48
TASK 6 - DESIGN SURVEY	-	4	14	12	24	-	54
Survey Coordination/Requests		2	6				8
Review and Field Verify Topo Survey CAD Files		2	8	12	24		46
See Subconsultant - Control & Topo Survey - RLF Consulting							
TASK 7 - RIGHT-OF-WAY COORDINATION	-	88	-	212	-	-	300
Right-of-Way Mapping and Strip Map		8		24			32
Coordinate Title Reports/Legals/Exhibits				8			8
Prepare Legal Descriptions/Exhibits (up to 45 L&Es)		80		180			260
See Subconsultant - Right-of-Way and Easement Staking - RLF Consulting							
TASK 8 - GEOTECHNICAL	-	-	4	-	-	-	4
Coordinate Geotechnical Boring Plan			4				4
See Subconsultant - Geotechnical Engineering - ATEK							
TASK 9 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE	91	-	14	181	-	6	292
Develop Environmental Clearance Footprint and Scope of Work/Coordinate Approval	6		4	5			15
Scoping Letters and Lists	4			22			26
Biological Evaluation Short Form (BESF)	4			26			30
Preliminary Initial Site Assessment (PISA)	1			35			36
ACM/LBP Testing Sub Review/Coordination	10					3	13
Phase I ESA (up to 25 parcels)	8		10	60			78
Cultural Resources Sub Review/Coordination	10					3	13
Section 4(f) Analysis	3			8			11
ADOT EP Coordination	45			25			70
See Subconsultant - Cultural Resources - Desert							0
See Subconsultant - ACM/LBP - NEC							0
TASK 10 - PLANS, SPECIFICATIONS, & ESTIMATES							
TASK 10.1A - PAVING PLANS	27	90	161	304	521	-	1,103
ADOT Scoping Document (15% PA, Update to Alternative Alignment Evaluation Memo)	2	4		16			22
Cover Sheet, Approvals, Vicinity Map (1 Sht)		2	2	4	6		14
General Notes & Legend (2 Shts)			4	6	16		26
Key Map & Index of Sheets (1 Sht)		1	2	2	8		13
Survey Control/Geometric Sheet (1 Sht)		1	2	4	8		15
Typical Sections, Pvrmt Sections, Pavement Legend (2 Shts)	2	2	4	8	16		32
Miscellaneous Details Sheet (2 Shts)		2	4	8	16		30
Overall Paving Limits (1 Sht)		2	2	4	8		16
Ray Rd Paving Plan Shts (4 Shts)(1"=20' Scale)	8	16	24	48	64		160
Dobson Rd Paving Plan Shts (Incl. Intersection)(7 Shts)(1"=20' Scale)	14	28	49	70	119		280
Ray Rd Paving Profile Shts (4 Shts)(1"=20' Scale)		8	16	32	64		120
Dobson Rd Paving Profile Shts (Incl. Intersection)(7 Shts)(1"=20' Scale)		14	28	56	112		210
Sidewalk Ramp and Driveway Detail Sheets (4 Shts)		4	12	24	40		80
Modeling and Earthwork		4	8	16	32		60
Intersection Staking Sheet (1 Sht)	1	2	4	6	12		25

Exhibit B-2 - Detail of Consultant's Hours
City of Chandler
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	SR. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
	Chris Wooley Kim Carroll Michael Grandy	Shane Johnson Julian Pasquale Anne DeBoard	Ryan Marks	Julia Hoath	Austin McBryde	Becky Bratcher	
TASK DESCRIPTION	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	Total Hours
TASK 10.1B - DRAINAGE PLANS	5	20	55	132	66	8	286
Evaluate Existing Drainage Reports/Plans	1	1	2	5			9
Field Visit			6	6			12
Pavement Hydrology		2	4	10			16
Verify Existing Retention Basin Capacities		1	4	8			13
Catch Basin/Scupper Hydraulics		1	6	15			22
Retention Basin Design and Coordination	2	4	6	15			27
Retention Basin Grading (3 Shts)	2	4	10	16	30		62
Scupper Summary Sheet (1 Sht)		1	1	10	6		18
Drainage Details (1 Sht)		1	1	6	10		18
Draft Drainage Report		2	8	20	10	2	42
Respond to Comments		1	2	6		4	13
Final Drainage Report		2	5	15	10	2	34
TASK 10.1C - TRAFFIC SIGNAL/INTERCONNECT PLANS & FIELD AUDIT	9	35	71	96	88	2	301
Signal & Interconnect Field Review		2	8	8			18
Ray Road/Dobson Road Traffic Signal Plans (4 Shts)	4	12	20	24	48		108
Interconnect Roll Plot and Coordination with City Staff		3	5	10		2	20
Traffic Signal Interconnect Plans (Ray Road & Dobson Road)(4 Shts) (Double Stacked)(1"=40' Scale)	4	10	20	26	40		100
Fiber Field Audit		4	8	8			20
Audit Notes, Fold-Flat Details, As-built Markups & Photo Delivery	1	4	10	20			35
TASK 10.1D - STREET LIGHT PLANS	7	28	26	53	57	4	175
Existing Street Light Field Review		4		4	4		12
Photometric Analysis (60%, 90%)(Double Stacked)(4 Shts)(1"=40' Scale)		6	6	16	20		48
Lighting General Notes		2		3	3		8
Lighting Plans (Ray/Dobson Rd)(Double Stacked)(4 Shts)(1"=40' Scale)	7	10	10	20	20		67
SRP Coordination		6	10	10	10	4	40
TASK 10.1E - STRIPING & SIGNING PLANS	4	13	28	42	40	-	127
15% Striping Layout (on Roadway Shts)		2	5	10			17
General Notes and Legend Sheet (1 Sht)		1	3	6			10
Striping/Signing Shts (Ray Road)(Double-Stacked)(2 Shts)(1"=40' Scale)	2	5	10	13	20		50
Striping/Signing Shts (Dobson Road)(Double-Stacked)(2 Shts)(1"=40' Scale)	2	5	10	13	20		50
TASK 10.1F - LANDSCAPE & IRRIGATION PLANS	9	27	58	160	246	-	500
Site Inventory: Existing Trees and Irrigation Field Work				20	20		40
Ray Rd & Dobson Rd Plant and Irrigation Inventory Plans (11 Shts) (1" = 20')		2	6	24	44		76
Ray Rd & Dobson Rd Plant Inventory Summary Sheets (4 Shts)			6	12	18		36
General Notes and Materials Schedule (1 Sht)		1	2	4	8		15
Ray Rd Landscape Plan Shts (4 Shts)(1"=20' Scale)	2	3	6	20	24		55
Dobson Rd Landscape Plan Shts (Incl. Intersection)(7 Shts)(1"=20' Scale)	1	6	12	28	50		97
Ray Rd Irrigation Plan Shts (4 Shts)(1"=20' Scale)	2	3	6	20	24		55
Dobson Rd Irrigation Plan Shts (Incl. Intersection)(7 Shts)(1"=20' Scale)	1	6	12	28	50		97
Planting Details (1 Sht)			1	2	4		7
Irrigation Details (2 Shts)			1	2	4		7
Up to Three (3) Landscape and Irrigation Coordination Meetings	3	6	6				15
TASK 10.1G - EROSION & SEDIMENT CONTROL PLANS	2	4	14	30	54	-	104
Erosion Control Summary Sheet (1 Sht)			1	2	3		6
Erosion and Sediment Control Plan Index (1 Sht)			1	4	7		12
Erosion Control Details (4 Shts)			4	8	12		24
Lindsay Rd Erosion Control Plans (6 Shts)(1" = 40') (Double Stacked)	2	4	8	16	32		62

Exhibit B-2 - Detail of Consultant's Hours
City of Chandler
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	SR. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
	Chris Wostery Kim Carroll Michael Grandy	Shane Johannsen Julian Pasquella Anne DeBoard	Ryan Marks	Julia Hoath	Austin McBryde	Becky Bratcher	
TASK DESCRIPTION	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	Total Hours
TASK 10.1H - WATER, SANITARY SEWER & RECLAIMED WATER PLANS	36	83	191	309	326	-	945
Evaluation ACP Waterline Replacment Alternatives (16-inch vs. 2-12-inch)	2	8	24				34
Evaluate Horizontal and Vertical Alignment Alternatives	2	8	16	32	32		90
Alternative Roll Plot Exhibits	4	8	16	32	40		100
Technical Memorandum and Figures	2	4	16	24			46
Waterline Plan and Profile Sheets (12 Shts) (1" = 20' Scale)	12	24	54	96	120		306
Waterline Lateral Plan and Profile Sheets (10 Shts) (1" = 20' Scale)	10	20	40	80	100		250
Waterline Details Sheets (2 Shts)	2	4	8	12	16		42
Prepare ATC Permit Application			1	4			5
Prepare Water Report (No Modeling Included)			1	4			5
Address MCESD Comments			1	4	10		15
Manhole Rehabilitation Details Sheet	2	2	4	6	8		22
Manhole Rehabilitation Specification Review and Update		5	10	15			30
TASK 10.1L - CONSTRUCTION SCHEDULE	6	6	12	-	-	-	24
Develop Construction Schedule/Critical Construction Milestones	4	4	8				16
Construction Schedule Meeting (1 Mtg)	2	2	4				8
TASK 10.2 - SPECIFICATIONS	12	48	56	-	-	-	116
Technical Specifications (60%, 95%, 100%, Final)	8	40	40				88
Review and Update General Conditions/Contract/Specifications (100% & Final)	4	8	16				28
TASK 10.3 - COST ESTIMATES	8	40	64	-	-	-	112
Quantities/Estimate (15%, 30%, 60%, 95%, 100%, Final)	8	40	64				112
TASK 10.4 - MATERIALS QA PLAN	-	-	12	-	-	-	12
Materials QA Plan			12				12
TASK 11 - SUBMITTALS	-	-	14	56	-	56	
15% (Project Assessment) Submittal Coordination			2	8		8	18
30% Submittal Coordination			2	8		8	18
60% Submittal Coordination			2	8		8	18
95% Submittal Coordination			2	8		8	18
100% Submittal Coordination			2	8		8	18
ADOT Obligation Coordination			2	8		8	18
Final Submittal Coordination			2	8		8	18
SUBTOTAL DIRECT LABOR	299	616	1,129	1,903	1,538	252	5,737

Exhibit B-2 - Detail of Consultant's Hours
City of Chandler
Ray Road and Dobson Road Intersection Final Design
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	SR. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	
	Chris Wootery Kim Carroll Michael Grandy	Shane Johannsen Julian Pasquale Anne DeBoard	Ryan Marks	Julia Hoath	Austin McBryde	Becky Bratcher	
							Total Hours
TASK DESCRIPTION	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
SUBCONSULTANTS TASKS							
TASK 6 & 7 - DESIGN SURVEY; R/W COORDINATION (RLF CONSULTING)							
Topographic Survey - See Exhibit E							
Utility Designating Survey - See Exhibit E							
Right-of-Way and Easement Staking - See Exhibit E							
TASK 8 - GEOTECHNICAL ENGINEERING (ATEK)							
Geotechnical Engineering - See Exhibit E							
TASK 9 - CULTURAL RESOURCES (DESERT)							
Cultural Resources - See Exhibit E							
TASK 9 - ACM/LBP (NEC)							
ACM/LBP Testing- See Exhibit E							
TASK 4 - PUBLIC INVOLVEMENT (MAKPRO)							
Public Involvement - See Exhibit E							
SUBTOTAL SUBCONSULTANTS							
EXPENSE							
EXPENSES							
ERIS (hazmat database packages)							
MCESD ATC Permit Fees							
ALLOWANCES							
UTILITY POTHOLING ALLOWANCE							
Utility Potholing (up to 150 potholes)							
POST DESIGN SERVICES ALLOWANCE	16	-	40	56	-	-	112
Pre-Bid Meeting	8		12				20
Prepare AOC and Construction Observation			4	56			60
Addenda Preparation	8		24				32
OWNER'S ALLOWANCE							
Owner's Allowance							
TOTAL CONTRACT FEE							

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.

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

Work within City's Right-of-Way. All work performed within City's Right-of-Way by Consultant and Consultant's subconsultants must comply with City of Chandler requirements.

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

Any subconsultant assumptions, clarifications, exclusions, terms & conditions, signature blocks, etc. included are strictly between the Consultant and their subconsultants, and do not apply to the Agreement between the Consultant and the City.

SURVEY (RLF Consulting)



June 26, 2023

Project: **P2023181 Ray and Dobson - FINAL SURVEY**

Reference: **Topographic Survey & Aerial Mapping REF 09009155**

Chad W. Huber, RLS

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

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

Our scope and fee are based on the following assumptions:

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

Task 001 – Topographic Survey

- Verify horizontal and vertical control.
- The limits of topographic survey are 1350' east, 1350' south, north to Ironwood (1400 feet) and west to Carriage Ln (1400 feet). (SEE FINAL LAYOUT FOR SURVEY PER CLIENT)
- Provide site topography to include contours at 1-foot intervals, with finish floors, 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 along with UAS obtained close range photogrammetric data to produce high precision 3D models to produce topographic mapping.
- RLF will produce a geo-referenced ortho-rectified aerial image of the parcel with a GSD (Ground Sampling Distance) of 0.70 inch/pixel. (Updated imagery and line work)

Task 002 – Utility (BS)

- Site survey to locate utilities located by client at future date.

Task 003 – Right-of-Way and easement staking

- RLF will mark out proposed sites for ROW Takes, TCE easements and other items for up to 45 locations within the project area.
- Including calculation, field prep, field, & QA
- Assumption are these will come on groups for lump some or hourly per current RLF Rates



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.....	\$15,855.00
Task 002 – Utility (BS) Survey Fee.....	\$8,890.00
Task 003 – Right-of-way and easement staking Survey Fee.....	\$13,985.00

Sincerely,

RLF CONSULTING, LLC
Mike Fondren PLS
2165 W. PECOS RD STE. 5 | CHANDLER, AZ 85224
D. (480)719.7196 | Main. (480) 445.9189
WWW.RLFCONSULTING.COM

1101 W. Grant Rd. Suite 208 | Tucson, AZ 85705
o. (520) 230-7753 | c. (480) 550-2649

GEOTECHNICAL ENGINEERING (ATEK)



June 23, 2023
File Number: 230154

Attention: Ryan Marks, PE
Kimley-Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

Re: Proposal for Geotechnical Subsurface Exploration
Ray Road and Dobson Road Intersection Improvements
Intersection of Ray Road and Dobson Road
Chandler, Arizona

ATEK Engineering Consultants, LLC (ATEK) is pleased to present this proposal to perform a geotechnical subsurface exploration at the above referenced site. This proposal is based on a request for proposal received via email on June 14, 2023.

ATEK is committed to providing a high level of service to its clients, commensurate with their wants and needs. If a portion of this proposal does not meet your needs, or if those needs have changed, ATEK will consider appropriate modifications, subject to the standards of care to which we adhere as professionals. We look forward to the opportunity to serve you.

PROJECT UNDERSTANDING

The proposed project consists of improvements to the intersection of Ray Road and Dobson Road in Chandler, Arizona. The approximate project limits extend from Carriage Lane to Anderson Boulevard on Ray Road and Harrison Road to Corona Drive. The improvements will include two through lanes on Dobson Road and three through lanes on Ray Road and dual left turn lanes. Additional improvements will include bike lanes, right-turn lanes, raised median island, curb, gutter, and sidewalk in all directions. It is anticipated that water utilities will be relocated. The new water lines will have a minimum cover of five to eight feet.

COST AND SCHEDULE

ATEK proposes to perform the geotechnical investigation as detailed below on a lump sum basis as tabulated below. This fee also assumes that one (1) color PDF report will be provided. Extra 'hard copy' reports will be provided if requested prior to the initial report printing.

Item	Cost
Geotechnical Subsurface Exploration	\$ 26,875.46*

***This cost includes boreholes ½-sack slurry backfill and repairing the existing asphaltic concrete pavement per MAG Detail 212.**

Work will be scheduled upon receipt of your authorization to proceed. We understand that the Client will provide access to the property through an encroachment permit. ATEK will apply for encroachment permit, and traffic control permits. Once the Client has provided ATEK with access to the site, we estimate the geotechnical report will be complete within twenty to twenty-five (20 to 25) working days following receipt of your authorization to proceed. If necessary ATEK can adjust the geotechnical exploration schedule to accommodate project requirements.

SCOPE OF SERVICES

A geotechnical subsurface exploration is required to develop information relative to existing site soil. ATEK proposes to provide the following scope of services:

- Perform a review of pertinent documents provided by the client regarding geotechnical information associated with the property;
- Perform a geotechnical site reconnaissance;
- Review available construction information for the proposed structure as it relates to the geotechnical characteristics of the site;
- Obtain an encroachment permit and traffic control permits from the City of Chandler;
- Explore the existing subsurface conditions by drilling eight (8) soil borings to a depth of fifteen feet to determine information relative to subsurface soil conditions. The soil test borings will be advanced using a hollow stem auger to the proposed depth or auger refusal is encountered, whichever occurs first. Representative soil samples will be obtained between the surface and a depth of 2.5 feet, at 5 feet, and at 5-foot intervals thereafter using standard sampling procedures.
- To identify if groundwater is encountered during drilling of borings.

ASSUMPTIONS

Our proposed Scope of Services and cost estimate are based on the following assumptions:

- The project owner will provide right-of-entry to all locations of the borings through an approved encroachment permit.
- Locations of the borings will be checked by "AZ 811".
- Traffic control will consist of an off-duty police officer and a traffic control barricade company, as necessary.
- The Scope of Services included within our fee estimate does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. In the event that such material is suspected, we will notify you immediately for direction before proceeding on any out-of-scope services.
- All borings will be backfilled with ½ sack ABC slurry.
- All borings cut through asphalt will be saw cut (18-inch by 18-inch squares) and will be patched back with asphalt to approximate depth of existing pavement.
- This proposal assumes that the site is accessible with a truck-mounted drill rig, under its own power, without the need for towing or pushing.
- This proposal includes drilling to a maximum depth of 15 feet below existing site grade, if deeper borings are required we will need to revise our Scope of Services and fee estimate.

- Any service or cost not specifically included in this proposal is not included in the Scope of Services and associated fee. Costs generated from any work requested by the client that is outside the above Scope of Services will be charged to the client.
- The above estimate applies to work performed within 60 days. After that time, we should review the proposal.

At the completion of the fieldwork, representative samples will be sealed in plastic bags or brass and plastic containers and transported to our laboratory. The samples will then be classified in general accordance with the Unified Soil Classification System (USCS) and reviewed by an experienced geotechnical engineer. Field boring logs will be prepared presenting a description of the soils encountered by the borings. Laboratory testing completed for this project will include natural moisture contents, percent passing a No. 200 sieve, Atterberg limits, undisturbed ring densities, R-value, sulfate contents, chloride contents, sulfide, chloride, pH and resistivity tests. All tests will be performed in general accordance with applicable ASTM procedures.

Based upon our analyses, a geotechnical engineering report will be prepared and issued. The following items will be included in the report:

- A brief review of our field and laboratory procedures and all test results, including boring logs;
- A discussion of the general subsurface conditions including soil and groundwater conditions;
- A review of the proposed construction design conditions;
- Any unsatisfactory soil conditions (if applicable) and recommended remedial measures;
- Design criteria related to recommended design values for buried pipes;
- Design criteria related to the recommended foundation system including allowable bearing pressure, minimum sizes, predicted performance and lateral earth pressures;
- Recommended construction procedures and quality control measures related to foundations and earthwork;
- Recommended pavement sections;
- A brief review of our field and laboratory procedures and all test results, including boring location plan. Samples will be tested for corrosion using Table A.1 found in Appendix A of the American National Standard for Polyethylene Encasement for Ductile-Iron Pipes Systems (ANSI/AWWA C105/A21.5-99), dated 1999, i.e. 10-point system.

AUTHORIZATION

The work will be conducted in accordance with the attached General Conditions. Your signature on this proposal indicates your acceptance of these Conditions and authorization for ATEK to proceed with the Scope of Services outlined herein. If this proposal is acceptable, we can begin work as soon as we receive an ORIGINAL signature in the "acceptance" field.

If there is a need for any change in the scope of services or schedule described in the proposal, please call us immediately. Changes may require revision of the proposed fee, which will be communicated to you upon assessment of the requested changes effect on the fee.

LIMITATIONS

ATEK will perform its services in a manner consistent with the standards of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services will be performed. No warranty or guarantee, express or implied, is provided as part of the services offered by this proposal. This proposal neither makes nor intends a warrantee or guarantee, express or implied, nor does it create a fiduciary responsibility to Client by Consultant.

TERMS AND CONDITIONS

All terms and conditions indicated in this proposal and in the attached General Conditions will be considered by both parties to be in effect from the effective date of the signed proposal through completion of the project. The proposal will remain in effect for 60 days from its date, and thereafter shall be null and void unless it has been signed for the work proposed.

We sincerely appreciate the opportunity to be of service and look forward to working with you on this project.

Sincerely,
ATEK Engineering Consultants, LLC.



Antonio Lopez, PE
Project Manager



Armando Ortega, PE
Principal Geotechnical Engineer

Enclosure: General Conditions 2023

Client agrees to the Scope of Services described in this Proposal and Cost Estimate and the General Conditions attached and incorporated herein.

By: _____
Kimley-Horn

Title: _____

Date: _____

CULTURAL RESOURCES (Desert)



DESERT ARCHAEOLOGY, INC.

3975 N. Tucson Blvd. Tucson, Arizona 85716
(520) 881-2244
www.desert.com

Sarah Herr, Ph.D.

President

William H. Doelle, Ph.D.

Vice President

Ray/Dobson Intersection Improvements Cultural Resources Survey

Prepared by Desert Archaeology, Inc. for Kimley-Horn

Scope of Work

The City of Chandler is planning improvements for the Ray/Dobson intersection, approximately 4 linear miles in Sections 19, 20, 29, and 30 T1S, R5W, Chandler, Maricopa County, Arizona. Land ownership is City of Chandler right-of-way. The project utilizes HSIP funding. Therefore, it is subject to compliance under Section 106 of the National Historic Preservation Act and the Arizona Antiquities Act (AAA) (A.R.S. § 15-1631 and § 41-841 et seq.), which is administered by the Arizona State Museum (ASM).

A preliminary review of AZSITE, the state's electronic inventory of cultural resources, indicates 6 previous surveys within or adjacent south and west of the intersection. A fiber optic survey was conducted along the south and west legs of the project area in 1987, and no previously identified archaeological sites are present in the project area.

Tasks included in this proposal are a Class III survey that includes a records review and preparation of a report that summarizes the findings. It does not include monitoring, testing, or data recovery.

Tasks

1. Desert Archaeology will conduct a records review of known cultural resources within the project area and a one-mile buffer zone. Relevant information related to previous projects and known archaeological sites in the vicinity of the project area will be gathered from a variety of sources, including AZSITE, and the Arizona State Museum (ASM) Archaeological Records Office (ARO). Other potential sources of information may include General Land Office (GLO) records and historic USGS topographical quadrangle maps, historic aerial photographs, and relevant reports for past projects conducted in and adjacent to the project area.
2. A Class III cultural resources field survey of the project area will be carried out. All necessary cultural resources permits will be obtained. Desert Archaeology holds a current AAA Permit (2023-017bl) for conducting non-collection surveys in the state. The survey will require the systematic inspection of the ground surface within the project area by an archaeologist and the identification of any cultural resources that are visible. The project area will be examined by archaeologists walking linear transects spaced no more than 20 meters apart. Standing buildings or structures within or adjacent to the project area will be evaluated as to age and function.

All cultural resources that are identified will be assessed and recorded, mapped using a GPS instrument, and photographed. Newly discovered sites will be fully recorded using current ASM site forms. Previously recorded sites will be relocated, their current condition will be assessed, and they will be documented according to current ASM standards. Any site encountered during the Class III survey will be evaluated for significance using the National Register of Historic Places criteria. All

site information will be entered into the AZSITE database. Cultural remains not meeting ASM site definition criteria will be recorded as isolated occurrences.

3. The work will result in a report that meets the compliance requirements of federal, state, and local agencies and provides recommendations regarding treatment of any effects specific to the proposed expansion project. It will follow content and formatting guidelines established by the Arizona State Historic Preservation Office and ASM. The draft report will be submitted to the client for review. Revisions based on all review comments will be made in a final project report.
4. Desert Archaeology will facilitate Section 106 consultation through preparation of draft consultation letters as needed. Once the final report is accepted by all compliance review agencies, all project materials will be uploaded to the HPT portal.

Schedule and Cost

A breakdown of costs for Desert Archaeology to conduct these tasks and prepare a report is appended. The records review and Class III survey will be completed within three weeks of receiving a notice to proceed, and the report can be completed within three weeks thereafter.



26 June 2023

Patricia Castalia
Operations Director

Date

Ray/Dobson Intersection Improvements

Task /Resource	Hours	Wages	Cost
Direct Labor			
Management			
Projects Manager	2	\$121.90	\$975.20
Class I Inventory			
Project Director 2	8	\$86.66	\$693.28
Crew Chief	16	\$78.28	\$1,252.48
Class III Survey			
Project Director 2	8	\$86.66	\$693.28
Crew Chief	8	\$78.28	\$626.24
Mapping			
Mapping Director	4	\$101.10	\$404.40
Report Preparation			
Project Director 2	32	\$86.66	\$2,773.12
Publications Director	6	\$86.66	\$519.96
Mapping Specialist 1	8	\$80.88	\$647.04
Subtotal Direct Labor	92		\$8,585.00
Other Direct Costs			
Curation/Permits			\$424.60
Subtotal Other Direct Costs			\$424.60
Total Budget			\$9,009.60

Quote

Quote No **Q005553**
Job No. 005909
Date 21 June 2023
Valid To 20 August 2023

Arizona State Museum
C/O RII Business Center
Marshall Building - Room 525
845 N Park Avenue
PO Box 210158B
Tucson, AZ 85719

Desert Archaeology
3975 N. Tucson Blvd.
Tucson
AZ 85716-1037

Dobson and Ray Improvements

Online Quote Request 06/20/2023 5:31 pm
Submitted By: Patricia Castalia / permits@desert.com [5208812244]
Billing Contact: Jody Dito permits@desert.com 5208812244
Class III Survey
Client Selected:

Desert Archaeology:Desert Archaeology
3975 N. Tucson Blvd.:3975 N. Tucson Blvd.
Tucson:Tucson
AZ:AZ
85716-1037:85716-1037
(520) 881-2244:(520) 881-2244
<http://desert.com/>:<http://desert.com/>

Project Sponsor:
Project Name: Dobson and Ray Improvements
Project Number:
ASM Accession Number:
Project Description: Class III Survey
Land Ownership: Private: NO
Land Ownership: Tribal: NO
Land Ownership: Federal: NO
Land Ownership: State: YES
Estimated Project Start Date: 07/03/2023
Estimated Project End Date: 07/31/2023

Service: PROJECT REGISTRATION: YES
Project will be carried out under an AAA Permit: SELECTED
Non-collection Survey: SELECTED
Number of acres on State land: 0.0
Number of linear miles on State land: 4
Number of calendar days project duration on State land: 1
AAA Project-specific Permit No: SELECTED
AAA Blanket Permit already issued for calendar year: SELECTED
Acknowledgement of Notification of Intent to conduct non-collection survey: YES
Number of person field days: 2
Number of new sites to be recorded: 0
Number of sites to be updated: 0
Number of linear inches of documents to be curated at ASM: 1
Number of digital images to be curated at ASM: 1

Rate-Based Services

Quote

Description	Time	Rate	Amount
Project Registration, Non-collection survey - Assistant - (ARO)	0.67	38.00	25.33
Project Registration, Non-collection survey - Specialist - (ARO)	0.60	83.00	49.80
Review Draft Report - Specialist - (ARO)	2.00	83.00	166.00
CURATION Prepare Documents - Assistant - (ARO)	0.33	38.00	12.67
CURATION Prepare Documents - Specialist - (ARO)	0.17	83.00	13.83
CURATION Prepare Archive - Assistant - (ARCHIVE)	0.30	38.00	11.40
CURATION Prepare Archive - Professional - (ARCHIVE)	0.33	125.00	41.67
CURATION Prepare Photos - Specialist - (PHOTO)	0.30	83.00	24.90
CURATION Process Images - Professional - (PHOTO)	0.10	125.00	12.50

Fee-Based Services

Description	Quantity	Rate	Amount
CURATION in perpetuity of a linear inch of documentation	1.00	66.50	66.50

Sub Total 424.60

Tax 0.00

Total 424.60

This quote is provided in good faith based on the assumptions and information submitted via the Arizona State Museum (ASM) Request for Quote Questionnaire. This quote applies only to the specific project for which the Request for Quote was submitted. If at any time the scope of this project escalates beyond that which was outlined within the Request for Quote Questionnaire, a revised quote (Rev.) will be issued, and thereafter become binding. The rates and fees listed in this quote are valid for 60 calendar days after date issued.

ACM/LBP (NEC)



June 27, 2023

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

Project: Ray/Dobson Intersection Improvements
City of Chandler (COC)
Contract No.: TBD
Project No.: TBD

Re: Scope-of-Services and Cost-Estimate
Traffic Noise Analysis (Allowance)
Hazardous Materials Sampling with Report

Dear Ms. Simpkins:

Newton Environmental Consulting, LLC (NEC) is pleased to submit for your consideration our Scope-of-Services and Cost-Estimate for the traffic noise analysis and hazardous materials sampling with report for the Ray/Dobson Intersection Improvements project in Chandler, Arizona.

We hope that you will find this Scope-of-Services and Cost-Estimate complete. Please call me directly at 602.332.9642, should you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink that reads "Angela Newton". The signature is fluid and cursive.

Angela Newton
Principal

Attachments: Cost Derivation Sheets

NEC SCOPE-OF-SERVICES
Ray/Dobson Intersection Improvements

PROJECT UNDERSTANDING

The City of Chandler is proposing to make intersection improvements along Ray Road from Carriage Lane to east of Pennington Drive and along Dobson Road from Ironwood Drive to Harrison Street. Ground disturbance for embedded signs will extend along Ray Road from Coronado Street to Comanche Drive and along Dobson Road from south of Warner Road to north of Chandler Boulevard. The primary purpose of the project is to increase the vehicular capacity of the intersection.

TRAFFIC NOISE ANALYSIS ASSUMPTIONS (Allowance)

NEC assumes one (1) design configuration and one (1) proposed alignment for the intersection. Noise level measurements will be conducted with a 2-person team at two (2) locations. Traffic will be counted during the noise measurements for input into the TNM 2.5 noise model for validation purposes. Additional tasks, analysis of additional design alternatives and/or analysis due to design modifications, per your authorization, are considered out of scope and are subject to a cost modification.

HAZARDOUS MATERIALS ASSUMPTIONS

NEC assumes the number of ACM and LBP samples are based on information provided by KHA, information in the 2018 ADOT Bridge Inventory, and current Google Earth imagery. NEC will not conduct a Preliminary Initial Site Assessment for this project. We understand that all work will take place in existing ROW. State and Vicinity Maps, as well as scope of work (SOW) will be provided by KHA.

LIST OF REQUIRED ITEMS

The items listed in the table on the following page are required to complete the traffic noise analysis and hazardous materials sampling with report. NEC anticipates the first draft noise and will be available for internal project team review within twelve (12) weeks after receiving all of the requested items.

REQUIRED ITEMS Arizona Department of Transportation Ray/Dobson Intersection Improvements		
Items	Description	Notes
1. CAD Files	Roadway design files, land use data/Base Files, Aerial files	Microstation compatible, SID, HMR, TIFF formats or GIS to be provided by KHA.
2. Roadway Geometry Files	Stage II (30%) or when horizontal and vertical roadway alignment files will not change by more than 2 feet.	Microstation compatible or GIS to be provided by KHA.
3. Terrain Data	Survey and topographical data, Digital Terrain Model (DTM)	Microstation compatible or GIS to be provided by KHA.
4. Traffic Volume Data	ADT & AM/PM peak hour traffic volumes, VMT's, turning movements, vehicle mix (medium & heavy truck %), LOS	For existing, no-build, and build scenarios provided by KHA.

TASKS DESCRIPTIONS - HAZMAT

1. Project Management

- Scheduling and billing services.

2. Coordination

- Coordination with Kimley-Horn and COC.

3. Hazardous Materials

- Pre- and post-field activities including COC preparation, lab drop off, and equipment clean-up. Pre- and post-field operations.
- Travel to and from project area and lab.
- Conduct a site visit to review the project limits to collect samples for the ACM and/or LBP analysis along Ray Road and Dobson Road.

4. Report

- Prepare and submit a hazardous materials draft sampling report for the internal team to review in electronic PDF format. Address two rounds of comments from the internal team and COC.
- Address one final round of comments per internal team review and COC. Review and revise the hazardous materials report for final submittal in electronic PDF format.

TASKS DESCRIPTIONS – NOISE (Allowance)

1. Project Management

- Scheduling and billing services.

2. Coordination

- Coordination with Kimley-Horn and COC.

3. Field Assessment

- Conduct site-assessment, evaluate land use adjacent to the project limits, and identify noise sensitive receptors.
- Conduct noise level measurements with concurrent traffic counts using 2-person team at no more than two locations.

4. Data Assessment

- Review as-built plans, traffic data, and electronic design files.
- Prepare/extract data from plans and design files for noise model use from traffic studies and design plans for use in the Federal Highway Administration (FHWA) approved Traffic Noise Model version 2.5 (TNM 2.5).

5. Noise Analysis

- Prepare noise model using TNM 2.5.
- Prepare noise analysis and mitigation to comply with the 2017 ADOT Noise Abatement Requirements (NAR).

6. Report

- Prepare and submit a draft noise analysis technical report for the internal team to review in electronic PDF format. Address two rounds of comments from the internal team and COC.
- Address one final round of comments per internal team review and COC. Review and revise the noise analysis technical report for final submittal in electronic PDF format.

Newton Environmental Consulting
Ray/Dobson Intersection Improvements
Project No.: TBD

June 27, 2023

NEC Project No.: 2023-KH_RayDobson

DERIVATION OF COST PROPOSAL SUMMARY

HAZMAT - Task 1			
DIRECT LABOR			
<u>Classification</u>	<u>Labor Hours</u>	<u>Average</u>	<u>Labor Cost</u>
Project Manager - Sr.	9	\$170.00	\$1,530.00
Environmental Planner/Scientist	39	\$130.00	\$5,070.00
Administrative	4	\$68.00	\$272.00
Total Hours:	52	Total Labor Cost:	\$6,872.00
OTHER DIRECT COSTS			
(Listed by item at estimated actual cost - NO MARKUP)			
Auto Rental (fuel)			\$8.74
Rental Vehicle (Standard Pick-Up)			\$162.81
Mileage (Fiberquant Lab)			\$70.00
Lab Testing			\$990.00
Meals (2-person team)			\$74.00
		Total Other Direct Costs:	\$1,305.55
		TOTAL COST:	\$8,177.55

NOISE (Allowance) - Task 2			
DIRECT LABOR			
<u>Classification</u>	<u>Labor Hours</u>	<u>Average</u>	<u>Labor Cost</u>
Project Manager - Sr.	10	\$170.00	\$1,700.00
Noise Specialist	140	\$130.00	\$18,200.00
Environmental Planner/Scientist	12	\$127.00	\$1,524.00
Administrative	16	\$68.00	\$1,088.00
Total Hours:	178	Total Labor Cost:	\$22,512.00
OTHER DIRECT COSTS			
(Listed by item at estimated actual cost - NO MARKUP)			
Auto Rental (fuel)			\$8.74
Rental Vehicle (Standard Pick-Up)			\$162.81
Meals (2-person team)			\$74.00
		Total Other Direct Costs:	\$245.55
		TOTAL COST:	\$22,757.55



Angela Newton

6/27/2023

Date

Newton Environmental Consulting
Ray/Dobson Intersection Improvements
Project No.: TBD

June 27, 2023

2023-KH_RayDobson

TASK NO.	HAZMAT TASK DESCRIPTION	Project Manager - Sr.	Environmental Planner/Scientist	Administrative	Task Hour
		\$170.00	\$119.21	\$68.00	
1	100- PROJECT MANAGEMENT				
	Scheduling and billing services. Project supervision and close-out.	4	6	2	12
2	200- COORDINATION				
	Coordination with Kimley-Horn and COC.	2	4		6
3	300- HAZARDOUS MATERIALS				
	Pre- and post-field activities including COC preparation, lab drop off, and equipment clean-up.		6		6
	Travel to and from project area and lab. (2-person team)		6		6
	Site visit including sampling. (2-person team)		6		6
4	400- SAMPLING REPORT				
	Prepare and submit a draft sampling report for the internal team to review.	2	9	1	12
	Address comments per internal team review and revise the sampling report for final submittal.	1	2	1	4
Total Hours		9	39	4	52

Newton Environmental Consulting
Ray/Dobson Intersection Improvements
Project No.: TBD

June 27, 2023

NEC Project No.: 2023-KH_RayDobson

TASK NO.	NOISE (Allowance) TASK DESCRIPTION	Project Manager - Sr.	Noise Specialist	Environmental Planner/Scientist	Administrative	Task Hour
		\$170.00	\$125.00	\$119.21	\$68.00	
	100- PROJECT MANAGEMENT					
1	Scheduling and billing services. Project supervision and close-out.	6	6		4	16
	200- COORDINATION					
2	Coordination with Kimley-Horn and COC.	2	16			18
	300- FIELD ASSESSMENT					
3	Site Assessment- prepare mapping, evaluate land use adjacent to the project limits and identify noise sensitive receptors (2-person team).		8			8
	Noise Level Measurements with traffic counts (2-person team, 2 locations).		4			4
	400- DATA ASSESSMENT					
4	Review as-builts (or GIS) and design files.		12			12
	Extract data from as-builts (or GIS) and design files for noise model.		16			16
	500- NOISE ANALYSIS					
5	Build and run TNM 2.5 noise model for existing, no-build, and build scenarios. Validate model with field noise measurements.		30			30
	Identify noise impacts and evaluate noise mitigation as needed per 2017 ADOT NAP. Create noise report figures.		20			20
	600- NOISE REPORT					
6	Prepare and submit draft noise analysis technical report (electronic copy, PDF format, draft version) for internal team and COC review.	2	24	8	8	42
	Address one final round of comments per internal team and COC review; revise the noise technical report for final submittal (electronic PDF format) along with pertinent FHWA TNM 2.5 runs for all scenarios, in electronic form.		4	4	4	12
Total Hours		10	140	12	16	178

June 27, 2023

OTHER DIRECT COSTS BREAKDOWN

Noise (Allowance)							
Travel							
Auto Rental (Standard Pick-Up)	1	days @	\$162.81	per day =			\$162.81
Auto Rental (fuel)	54	miles per trip @	22	mpg @	\$3.56	per gal. =	\$8.74
Meals (half day)	2	person @	\$36.75	per day for	1	days =	\$74.00
TOTAL OTHER DIRECT COSTS:							\$245.55

**19:48**

Lock in your rate now before this session expires

Are you a loyalty member?

Sign in to earn points and speed through the form below.

[Sign In](#)

Rental Details

Dates & Times

Wed, Sep 14, 2022 @ 12:00 PM

Thu, Sep 15, 2022 @ 12:00 PM

[Edit](#)

Pick-up & Return Location

Scottsdale Greenway Loop

16275 N Greenway Hayden Loop

Scottsdale, AZ 85260

[Edit](#)

Additional Details

Renter Age: 25+

Corporate Account Number or Promotion Code: -

[Edit](#)

Standard Pickup

Chevrolet Colorado or similar
Automatic

Vehicle

Time & Distance 1 Day(s) @ \$ 139.99 / Day

[Edit](#)

\$ 139.99*

Time & Distance 1 Day(s) @ \$ 157.77 / Day

\$ 157.77

Unlimited Mileage

Included

Extras

Add

-

Taxes & Fees



\$ 22.82*

Estimated Total

\$162.81*

*Rates, taxes and fees do not reflect rates, taxes and fees applicable to non-included optional coverages or extras added later.

Save Time At The Counter

Provide more rental details and **spend less time at the counter.**

- You won't be charged right now
- You can cancel at any time
- It should only take a couple of minutes

Would you like to save time at the counter?

- ☐ Yes, I'd like to save time
- ☐ No, I'll provide my information at the counter

Complete Your Booking

You will be charged when you pick up your rental.

\$162.81

Trip Calculator

Trip Vehicles



2021 Chevrolet Colorado 2WD
2.5 L, 4 cyl, Automatic 6-spd, Regular



Comb. MPG: **22.0**

Trip fuel cost: **\$8.75**

+ Add a Vehicle

Trip Plan

^ v	9859 E Winchcomb Drive	x
^ v	N Dobson Rd & W Warner Rd, Chandler, AZ 85224	x
^ v	W Chandler Blvd & N Dobson Rd, Chandler, AZ 85224	x
^ v	N Coronado St & W Ray Rd, Chandler, AZ 85224	x
^ v	N Alma School Rd & W Ray Rd, Chandler, AZ 85224	x
^ v	9859 E Winchcomb Drive	x

+ Add a Stop

55	% city driving
----	----------------

A Calculate the Trip

Directions and Map

9859 E Winchcomb Dr, Scottsdale, AZ 85260, USA



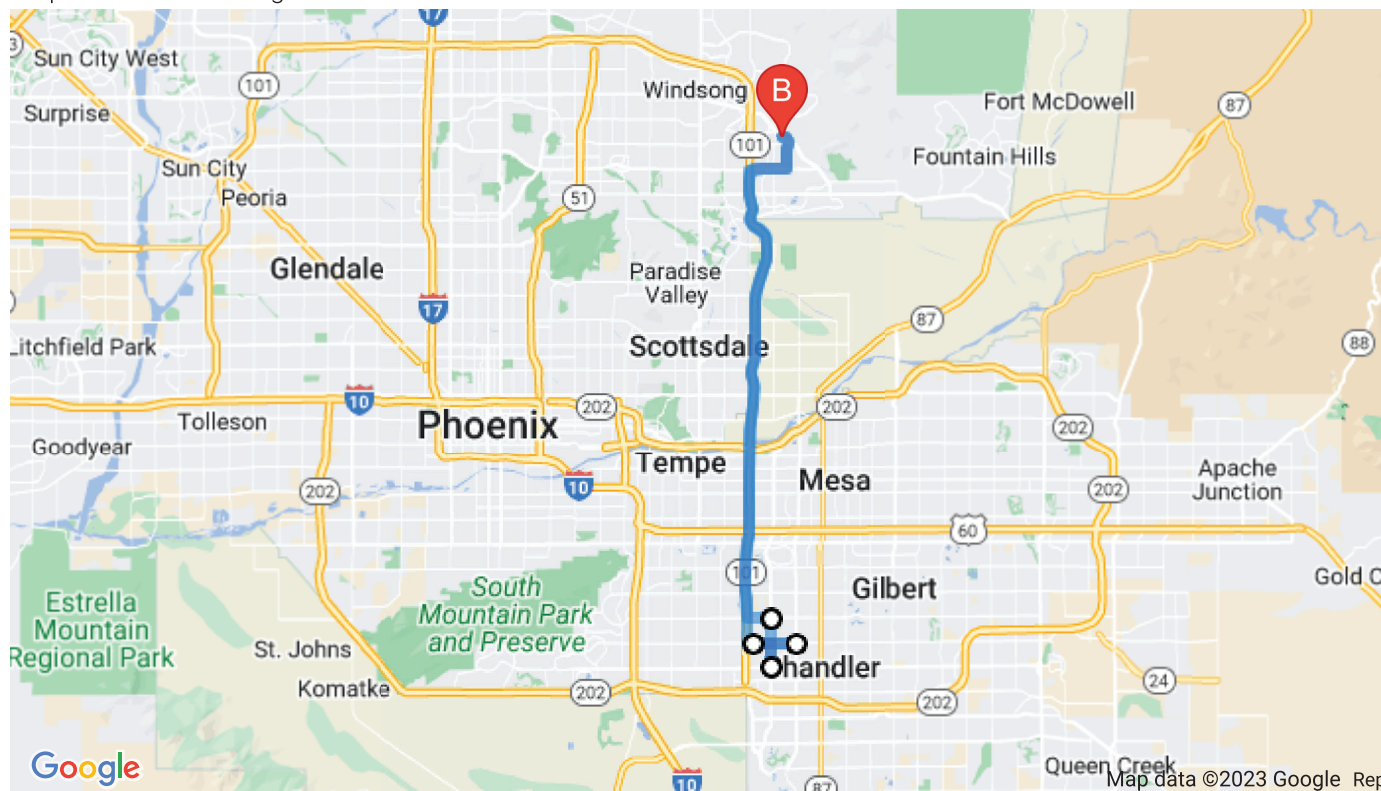
53.5 mi. About 1 hour 11 mins

1.	Head west on E Winchcomb Dr toward N 98th Way	190 ft
2.	Turn left onto N 98th Way	285 ft
3.	N 98th Way turns slightly left and becomes E Redfield Rd	0.2 mi
4.	Turn right onto N 100th St	1.4 mi
5.	At the traffic circle, take the 1st exit onto E Cactus Rd	1.5 mi
6.	Take the ramp on the left onto AZ-101 Loop S	18.2 mi
7.	Take exit 58 toward Warner Rd	0.3 mi
8.	Merge onto S Price Rd	430 ft
9.	Turn left onto W Warner Rd	1.1 mi
10.	Make a U-turn	0.2 mi
11.	Turn left onto N Dobson Rd Pass by Burger King (on the left in 1 mi)	2.0 mi
12.	Turn right onto W Chandler Blvd	407 ft
13.	Turn left toward W Chandler Blvd	249 ft
14.	Sharp left onto W Chandler Blvd	0.1 mi
15.	Turn left onto N Dobson Rd	1.0 mi
16.	Turn left onto W Ray Rd	0.8 mi
17.	Make a U-turn at N Mission Park Blvd	1.2 mi
18.	Keep right to stay on W Ray Rd	0.5 mi
19.	Slight left toward W Ray Rd	279 ft
20.	Sharp left onto W Ray Rd Pass by Burger King (on the right in 1 mi)	2.0 mi
21.	Turn right onto N Price Rd	433 ft
22.	Take the ramp on the left onto AZ-101 Loop N	19.2 mi
23.	Take exit 40 for Cactus Road	0.2 mi
24.	Keep right at the fork and merge onto E Cactus Rd	1.5 mi
25.	At the traffic circle, take the 2nd exit onto N 100th St	1.4 mi
26.	Turn left onto E Redfield Rd	0.2 mi
27.	E Redfield Rd turns slightly right and becomes N 98th Way	285 ft
28.	Turn right onto E Winchcomb Dr Destination will be on the right	190 ft



9859 E Winchcomb Dr, Scottsdale, AZ 85260, USA

Map data ©2023 Google



Map data ©2023 Google [Report a map error](#)

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This website is administered by Oak Ridge National Laboratory for the U.S. DOE and the U.S. EPA.



9859 E Wincomb Dr to 9859 E Wincomb Dr

Drive 52.7 miles, 1 hr 3 min

Explore

Trips

Saved

Contribute

More

9859 E Wincomb Dr
Scottsdale, AZ 85260

Get on AZ-101 Loop S from N 100th St and E Cactus Rd

9 min (3.5 mi)

1. Head west on E Wincomb Dr toward N 98th Way

194 ft

2. Turn left onto N 98th Way

285 ft

3. N 98th Way turns slightly left and becomes E Redfield Rd

0.2 mi

4. Turn right onto N 100th St

1.4 mi

5. At the traffic circle, take the 1st exit onto E Cactus Rd

1.5 mi

6. Use the left 2 lanes to take the ramp onto AZ-101 Loop S

0.3 mi

Continue on AZ-101 Loop S. Drive from AZ-202/AZ-202 Loop W to Phoenix. Take exit 151 from I-10 W/US-60 W

18 min (20.0 mi)

7. Merge onto AZ-101 Loop S

10.8 mi

8. Use the right 2 lanes to take exit 51 to merge onto AZ-202/AZ-202 Loop W toward Airport

4.5 mi

9. Use the right 2 lanes to take exit 5 to merge onto AZ-143 S

2.8 mi

10. Take exit 1B to merge onto I-10 W/US-60 W toward Los Angeles

1.7 mi

11. Take exit 151 for University Dr toward 32nd St

0.3 mi

Continue on S 32nd St to your destination

https://www.google.com/maps/dir/9859+E+Wincomb+Dr,+Scottsdale,+AZ+85260-3844,+USA/Fiberquant+Inc,+5025+S+33rd+St,+Phoenix,+AZ+850... 1/1



Ashton Koons
Newton Environmental Consulting, LLC

3/28/2022

Dear Ms. Koons

Thank you for your interest in using our PLM services for determining asbestos concentrations in bulk materials. As discussed, our fee for roadway projects would be \$16.50 per sample with a 1-3 day turnaround time. FAA services for testing lead in paint is also \$16.50 per sample with a 1-3 day turnaround time.

Sincerely,

A handwritten signature in black ink, reading 'Michael Breu', written in a cursive style.

Michael Breu
Technical Manager
Fiberquant Analytical Services

PUBLIC INVOLVEMENT (MAKPRO)



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

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

June 23, 2023

Mr. Ryan Marks
Kimley-Horn & Associates, Inc.
2266 S. Dobson Road, #200
Mesa, AZ 85202

Dear Ryan:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal for public outreach services during design for the City of Chandler's Ray Road and Dobson Road Intersection Improvements Project (ST2103.101). Public involvement is an important element in projects that impact neighboring intersection businesses and residents, and provides a link between the project and the community it impacts. The City of Chandler has developed a strong relationship with its businesses and residents, and recognizes the importance of communicating project information and seeking feedback, where possible, during design to improve the project aspects and find a balance between the project and the community it impacts.

There are a variety of public involvement tools which can be used to establish appropriate communication with the effected stakeholders of a project. This estimate is based on the information you provided from your discussions with the City of Chandler, and includes one public meeting, intended to be open house-style, a web presence on Chandler's website, to include a narrated presentation for those who are unable to make the meeting.

This proposal includes public involvement services for the design phase only of this project.

As part of this effort, MakPro proposes to:

- Conduct site research to understand project stakeholders and compile key community contact information for the project.
- Participate in planning meetings and prepare for, plan and participate in one public meeting.
- As part of the public meeting information, develop a powerpoint presentation that can be provided at the public meeting and, following that, narrate the presentation so it can be displayed on the project webpage.
- Develop a meeting notice for residents and businesses to notify them of the public meeting.
- Business visits to ensure they receive information related to the project and public meeting.
- Coordinate with the City's CAPA office to launch a webpage and provide content for page, any social media or media releases from the City.
- Respond to any follow-on inquiries or discussions with HOAs, property owners, or residents to provide information related to the project.
- Project a project hotline for the project during design.

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

Proposed Cost Estimate

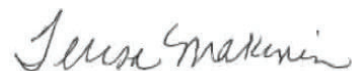
Public Involvement Services	Est Hours	Est Expenses	Total Fees
<u>Public Meeting (1):</u> - Planning meetings (2 ea) for public meeting - Draft meeting invite, compile mailing list, prep for printing and distribution - Development of meeting materials to include powerpoint presentation, draft script and narration for web presence following the meeting - Draft landing page content and coordinate with CAPA for social media/media releases related to the project and public meeting - Prep for, participate, and document public meeting - Follow-up work to update webpage with meeting info	36 hrs principal 12 hrs associate	\$2,830	\$8,350
<u>Community Contact:</u> Provide a project hotline for the project (\$750.00) during design, and work to respond to inquiries or comments from the community regarding the project.	\$750.00 hotline 10 hrs principal		\$1,950
Total:	46 hrs (p) 12 hrs (a)	\$2,830	\$10,300

The total cost for public involvement services as identified above **should not exceed \$10,300.00**. This cost estimate assumes a labor rate of \$120 per hour for principal and \$100 per hour for associates. This estimate includes reimbursable expenses for printing and postage for a half-sheet color (2-up) meeting notification based on a 1/4-mile radius for occupants, and includes property owners and HOAs near the intersection, about 2,000 addresses. This estimate incorporates efficiencies from one task/activity to another, so removal of an activity may require an adjustment of hours in other activities.

This proposal assumes any displays, exhibits, engineering designs or details, required for public meeting or open house information or presentations will be provided by the City of Chandler or Kimley-Horn & Associates. MakPro is not responsible for documenting existing property conditions, project signage or traffic signage. Changes of substance or scope to this proposal during the project may affect the final cost.

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

Sincerely,



Teresa Makinen
Principal

DESIGN SCHEDULE

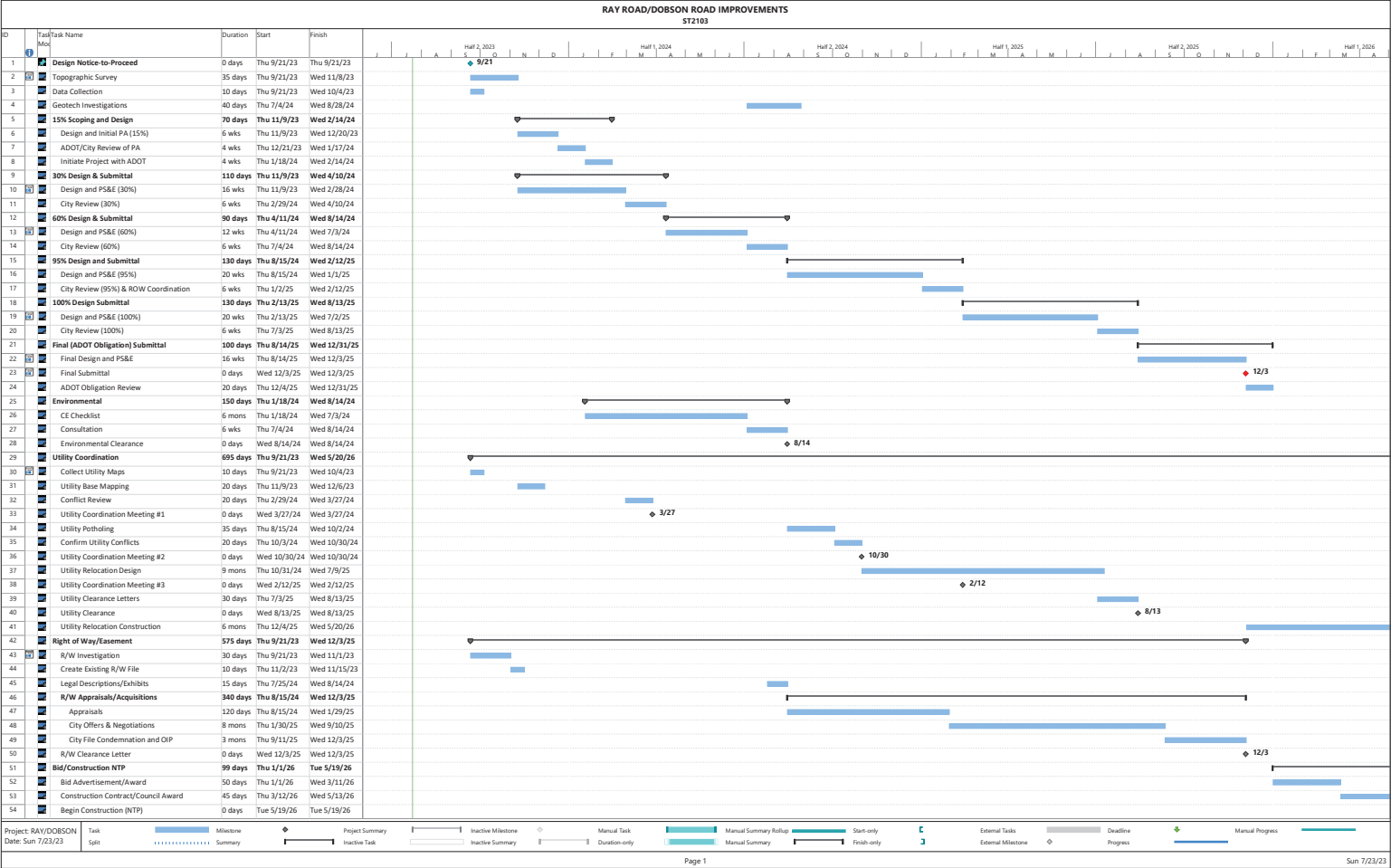


EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/21/2023

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

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

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C, No): 7702207699
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : National Union Fire Ins Co of Pittsburg		19445
		INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
		INSURER C : New Hampshire Insurance Company		23841
		INSURER D : Lloyd's of London		85202
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 819841833

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 INSD	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	4/1/2023	4/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	☒ 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			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim Aggregate \$2,000,000 \$2,000,000

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

Re: Ray Road and Dobson Road Intersection Improvements, Project #ST2103.201. The City, its officers, officials, agents and employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. 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.

CERTIFICATE HOLDER**CANCELLATION**

City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler AZ 85244-4008

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 448-96-63
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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 FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE 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

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2023
forms a part of Policy No. 448-96-63
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 526-81-69

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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 – 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2023

forms a part of Policy No. WC 015-89-3685

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

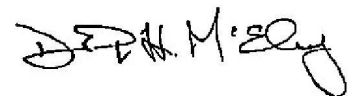
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative