



PROFESSIONAL SERVICES AGREEMENT
Pre-Design Services

MCQUEEN ROAD IMPROVEMENTS - WARNER ROAD TO PECOS ROAD

Project No. ST2403.101

Council Date: May 23, 2024

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2024 ("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 **Pre-Design Services** for **MCQUEEN ROAD IMPROVEMENTS - WARNER ROAD TO PECOS ROAD project** as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.

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

C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **365** 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 **\$328,565** for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Alyssa Siqueiros, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: alyssa.siqueiros@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Kimley-Horn and Associates, Inc.
	Mailing Address:	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
	Physical Address:	421 Fayetteville Street, Suite 600, Raleigh, NC 27601
	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
	Title:	Senior Associate
	Phone:	602-906-1100
	Email:	brian.smalkoski@kimley-horn.com

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

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

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

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

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or

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

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

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

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

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

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

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

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act

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

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

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

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

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

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

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

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

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



4/10/2024

Signature

Date

RECOMMENDED BY:

Brian Smalkoski

Print Name

Vice President

Title

Daniel Haskins, P.E.
CIP City Engineer

brian.smalkoski@kimley-horn.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney





ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

PROJECT DESCRIPTION

The project shall consist of preliminary design for improvements to McQueen Rd from Warner Rd to Pecos Rd to improve capacity and safety. The project will conduct a traffic analysis to determine additional travel and turn lane needs throughout the corridor and at each intersection. After an alternatives analysis and selection, the project will develop 15% Plans and a Project Assessment per ADOT requirements. It is assumed that McQueen Rd north of Warner Rd is Town of Gilbert's jurisdictional responsibility and is not included in this project. CITY to coordinate improvements with the Town of Gilbert.

DESIGN STANDARDS

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

- City of Chandler Standard Details and Specifications
- City of Chandler 2023 Engineering & Design Standards Manual for Public Works Construction
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction
- City of Chandler Supplements to MAG
- Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO Policy on Geometric Design of Highways and Streets
- The Code of the City of Chandler
- Arizona Department of Transportation Utility and Railroad Engineering Section Utility Coordination Guide for Design Consultants (UCGDC)
- Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG)
- City of Chandler Unified Development Manual
- City of Chandler General Plan
- City of Chandler Transportation Master Plan
- National Electrical Code (2020)
- Americans with Disabilities Act (ADA) requirements
- Public Right of Way Accessibility Guidelines (PROWAG) or PROWAG (if finalized during project duration)

PROJECT TASKS

1. DATA COLLECTION

a. Task 1.1: Collect and Review Existing Records

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

2. PUBLIC UTILITY COORDINATION

a. Task 2.1 Utility Coordination

- i. DESIGN CONSULTANT shall work with the CITY to facilitate preliminary utility and land coordination with private utilities, especially Salt River Project (SRP) for their irrigation and power infrastructure. This task includes requesting utility land information, providing preliminary design information, and up to four (4) coordination meetings with private utilities. DESIGN CONSULTANT shall include the CITY on all correspondence and provide a summary of notes for correspondence between the DESIGN CONSULTANT and private utilities.

b. Task 2.2: Utility Mapping & Verification

- i. DESIGN CONSULTANT shall prepare a conceptual existing utility base map based on as-builts and quarter-section maps provided by the CITY and private utilities and display on the preliminary exhibits and 15% Plans (FHWA Subsurface Utility Engineering (SUE) Quality Level D). No survey or utility designating will be performed as part of this phase.

3. PROGRESS MEETINGS

a. Task 3.1: Progress Meetings

- i. This task includes up to six (6) progress meetings. DESIGN CONSULTANT anticipates a maximum of four (4) personnel attending the progress meetings. Three (3) meetings are assumed to be in-person, and three (3) meetings are assumed to be conducted through a virtual format such as Microsoft Teams, Webex, or other virtual format.
- ii. This task includes two phone call updates per month (12 total).
- iii. DESIGN CONSULTANT shall prepare and distribute meeting minutes for each progress meeting, including Action Items to be reviewed and updated at each progress meeting.
- iv. This task includes coordination of Webex, Microsoft Teams, and other virtual formats as needed.
- v. DESIGN CONSULTANT will prepare presentation and graphics and attend one (1) Transportation Commission Meeting with the CITY. This is assumed to be an informational meeting and status update of the corridor study, not a formal “alignment approval”.

4. PROJECT MANAGEMENT

a. Task 4.1: Project Monitoring

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

Notice To Proceed (NTP)	0
Data Collection/Field Review	NTP + 3 Weeks
Initial Traffic Analysis Results/Recommendations	NTP + 4 Weeks
Initial Alternative Evaluation Submittal	NTP + 8 Weeks
Submit Draft PA	NTP + 16 Weeks
Submit Final PA	NTP + 24 Weeks

b. Task 4.2: Design Quality Control Plan

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

5. PRELIMINARY DESIGN SURVEY & RIGHT-OF-WAY (ROW)

a. Task 5.1: Preliminary Survey

- i. DESIGN CONSULTANT shall utilize existing aerial imagery from NearMap source to obtain approximate locations of existing features, including but not limited to curb and gutter, median curb, catch basins, scuppers, utility poles and guy wires, traffic signal poles, utility boxes, fences, public and private irrigation. Existing aerial imagery will be used to provide approximations of the above ground features within the right of way on both sides of the roadway. Locations of large utilities such as overhead transmission poles and irrigation turnout structures or private property conflicts such as existing walls will be field verified with hand measurements. No ground survey will be performed as part of this preliminary design phase. Existing roadway centerline shall be approximated using recorded surveys, plats and deeds available from the Maricopa County Recorder's Office and/or the MCDOT plat index.

b. Task 5.2: Right-of-Way (ROW) Delineation

- i. At Preliminary Design, DESIGN CONSULTANT shall prepare an existing right-of-way base file of the project limits based on the Maricopa County Assessor's website. The right-of-way base file will show existing right-of-way and property lines along McQueen Rd within the project limits. Easement linework will only be included for those easements provided from the Maricopa County Assessor website or provided documentation from the CITY or private utilities. No title reports will be reviewed as part of this task. The right-of-way base file is for the purpose of identifying preliminary new right-of-way or easement needs based on the recommended alternative. The existing right-of-way base file will be provided on alternative exhibits and the preliminary 15% plans submittal.

c. Task 5.3: Proposed Right-of-Way

- i. DESIGN CONSULTANT shall prepare a proposed right-of-way and easement base file based on the final recommended alternatives provided by the CITY. DESIGN CONSULTANT shall prepare overall right-of-way and easement square-foot quantities to present in the Project Assessment.

6. TRAFFIC ANALYSIS

a. Task 6.1: Traffic Data Collection and Analysis

- i. The CITY will provide current two-hour typical weekday AM (7-9am) and PM (4-6pm) peak period traffic turning movement count (TMC) data, including trucks, at the following four project intersections:
 1. McQueen Rd & Warner Rd
 2. McQueen Rd & Ray Rd
 3. McQueen Rd & Chandler Blvd
 4. McQueen Rd & Pecos Rd
- ii. The CITY will provide current 24-hour typical weekday vehicle classification count data at the following locations:
 1. McQueen Rd just south of Knox Rd
 2. McQueen Rd just south of Galveston Rd
 3. McQueen Rd just south of Frye Rd
- iii. DESIGN CONSULTANT will request from MAG the daily travel demand model volumes for the roads within the project limits (e.g., McQueen Rd, Warner Rd, Ray Rd, Chandler Blvd, and Pecos Rd) for the existing (assumed to be 2024) and future (assumed to be 2050 for the design year) regional no-build and build model scenarios.
- iv. The City will provide available AM and PM peak hour Synchro models and current signal timing information for the four signalized project intersections as well as historical traffic count data, if available. DESIGN CONSULTANT will confirm the project intersection geometry and signal data shown in the Synchro models reflect current conditions.
- v. Analysis of Existing Conditions - DESIGN CONSULTANT will conduct traffic analysis for weekday AM and PM peak hours using the Synchro traffic model provided by the City and peak hour volumes derived from the collected traffic count data. DESIGN CONSULTANT will identify geometric and/or operational deficiencies during the AM and PM peak hours at the project intersections. An overall intersection level of service (LOS) of "D" or better is considered acceptable for the signalized project intersections.
- vi. Analysis of Future Conditions - DESIGN CONSULTANT will conduct design year traffic analysis for the future "no-build" conditions (i.e., assuming existing geometry). DESIGN CONSULTANT will develop future daily and AM and PM peak hour volumes based on projections derived from the annual growth rates calculated between the existing and future MAG model volumes. DESIGN CONSULTANT will identify geometric and/or operational deficiencies during the AM and PM peak hours at the project intersections. An overall intersection LOS of "D" or better is considered acceptable for the signalized project intersections.

- vii. Alternatives Development and Evaluation - DESIGN CONSULTANT will conduct design year traffic analysis for up to three future “build” alternatives at each project intersection. These alternatives will differ in the improvements assumed and capacity provided to identify which potential improvements are most cost-effective. DESIGN CONSULTANT will identify recommended geometric and operational improvements, taking into consideration operational and safety benefits as well as adverse impacts in terms of right-of-way, relative cost, and other impacts.
- viii. Crash Analysis - DESIGN CONSULTANT will obtain from ADOT the latest available five full calendar years of crash data for the project intersections and the portions of McQueen Road in between the project locations, to conduct a crash analysis and summarize the crash data at each location by severity and type. The CITY will also provide the most recent two years of the City's annual crash report. DESIGN CONSULTANT will also develop text, tables, and/or figures to describe the findings of the crash analysis to identify crash patterns and potential mitigation measures.
- ix. Access Control Management - DESIGN CONSULTANT will also provide recommendations regarding access control management strategies that balance the need to provide access to adjacent land and roads with the need to promote safe and efficient operations.
- x. Traffic Data for Environmental Assessment - DESIGN CONSULTANT will summarize traffic volume and level of service information as needed for inclusion in future environmental noise and air quality assessments that will be required if federal funding is utilized.
- xi. Traffic Report - DESIGN CONSULTANT will prepare a draft Traffic Report that summarizes the findings of the traffic analysis conducted on existing and future traffic conditions and provides recommendations on road segment and intersection geometry to promote safe and efficient traffic operations through the design year. The draft Traffic Report will be submitted to the City in PDF format for one round of review. A sealed final Traffic Report that addresses any comments received from the City on the draft Traffic Report will be submitted to the City.

7. ALTERNATIVES ANALYSIS

a. Task 7.1 – Alternative Development & Evaluation

- i. DESIGN CONSULTANT shall produce an initial layout showing the City standard typical section per C-203 (Major Arterial) and standard intersection per C-223 (Major/Major Arterial Intersection) applied to the full project limits. This standard layout will assume symmetrical widening throughout the corridor.
- ii. DESIGN CONSULTANT shall evaluate alternative typical sections, alignments, and intersection layouts as described below. Alternative evaluation will not proceed until preliminary traffic analysis is completed and the CITY has confirmed the proposed alternatives during the Design Kickoff Meeting.
 - 1. McQueen Rd – Warner Rd to Ray Rd - Existing roadway outer curb width is approximately 93' total (back-of-curb), which is slightly less than City standard typical section (C-203) of 100' (back-of-curb). Evaluate up to one (1) alternative option to reduce impacts, such as shifting the roadway or reducing lane and median widths.
 - 2. McQueen Rd – Ray Rd to Chandler Blvd - Existing roadway outer curb width is approximately 91' total (back-of-curb), which is slightly less than City standard typical section (C-203) of 100' (back-of-curb). Evaluate up to one (1) alternative option to reduce impacts, such as shifting the roadway or reducing lane and median widths.
 - 3. McQueen Rd – Chandler Blvd to Pecos Rd - Existing roadway outer curb width varies between 67' and 81' total (back-of-curb) and some segments do not have raised median. The width is significantly less than City standard typical section (C-203) of 100' (back-of-curb). There are existing major utilities including SRP irrigation and power as well as private property right-of-way and drainage in conflict with the City's standard typical section. Evaluate up to two (2) alternative options to reduce

impacts, such as shifting the roadway centerline in either direction and/or reducing median and lane widths.

4. McQueen Rd & Warner Rd - Existing intersection is missing a dedicated right-turn lane (westbound) and dual left turn lanes on all approaches compared to the City standard intersection (C-223). Major potential impacts include SRP Irrigation on the NWC and an SRP 69kV turning pole on the SEC. Evaluate up to two (2) non-standard options to reduce impacts, such as shifting the roadway alignments, reducing lane and/or median widths, or not including certain additional auxiliary lanes.

5. McQueen Rd & Ray Rd - Existing intersection is missing dual left turn lanes on all approaches compared to the City standard intersection (C-223). Major potential impacts include SRP Irrigation on the NWC and a gas-regulating station on the NEC. Evaluate up to two (2) non-standard options to reduce impacts, such as shifting the roadway alignments, reducing lane and median widths, or not including certain additional auxiliary lanes.

6. McQueen Rd & Chandler Blvd – Existing intersection is missing a dedicated right-turn lane (eastbound) and dual left turn lanes on all approaches compared to the City standard intersection (C-223). Major potential impacts include SRP Irrigation on the NWC, developed right-of-way on the west side and existing transmission power on the east side. Evaluate up to one (1) non-standard option to reduce impacts, such as shifting the roadway alignments, reducing lane and median widths, or not including certain additional auxiliary lanes.

7. McQueen Rd & Pecos Rd – Existing intersection is missing a dedicated right-turn lane eastbound and dual left turn lanes on all approaches compared to the City standard intersection (C-223). Major potential impacts include an SRP 69kV turning pole on the SEC. Evaluate up to one (1) non-standard option to reduce impacts, such as shifting the roadway alignments, reducing lane and median widths, or not including certain additional auxiliary lanes.

The alternatives shall be limited to roadway and striping design and will not include drainage, traffic signal, ITS, landscape, water, or sewer design.

- iii. DESIGN CONSULTANT shall analyze alternatives to evaluate the costs and benefits of each alternative related to major utility relocations, City design standards, right-of-way acquisition, overall construction cost differences, and other design factors as determined by the design team.
- iv. DESIGN CONSULTANT shall produce exhibits of the alternative layouts showing the roadway and striping design and highlighting major impacts.
- v. DESIGN CONSULTANT shall produce a pavement condition overview exhibit. The CITY shall provide pavement quality index (PQI) data to show on the exhibit. The CITY shall review and provide direction on pavement structural section assumptions for the project estimate. No geotechnical investigation or evaluation will be provided.

8. PRELIMINARY DESIGN

a. Task 8.1: Preliminary Roadway Design

- i. DESIGN CONSULTANT shall produce a preliminary roadway design of horizontal geometry and standard details to tie-in to existing infrastructure based on the recommended alternative(s) determined by the CITY during the alternative development phase.
- ii. DESIGN CONSULTANT shall produce preliminary paving plans (15% plans) at a scale of 1"=20' horizontal, to include base sheet preparation including centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, turn lanes, intersecting streets, existing right-of-way, proposed right-of-way, existing utilities, and construction notes as-needed. Plans shall include:
 1. Typical Section Sheet (1 Sheet)
 2. Paving Plans (1"=20' Scale, Double-Stacked) (20 Sheets)

b. Task 8.2: Preliminary Drainage Design

- 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. The required retention volume shown in these existing drainage reports and as-builts shall be assumed to be accurate.
- i. DESIGN CONSULTANT shall evaluate existing retention basin and/or storm drain systems to determine their intended sizing and assumptions as well as the preliminary impacts of the project improvements.
 - ii. DESIGN CONSULTANT shall prepare a preliminary drainage conceptual design alternatives for City's consideration and recommendation. Preferred alternative will be shown on the preliminary paving plans.

c. Task 8.3: Striping Layout

- i. DESIGN CONSULTANT shall prepare preliminary pavement striping layout for McQueen Rd for the recommended alternative.
- ii. DESIGN CONSULTANT shall show the preliminary striping layout on the preliminary paving plans included in the Project Assessment.

9. COST ESTIMATE

- i. DESIGN CONSULTANT shall prepare one preliminary cost estimate to accompany the preliminary paving plans, based on the recommended alternative determined by the CITY.
- ii. DESIGN CONSULTANT shall provide Excel and PDF format of estimates.

10. PUBLIC INVOLVEMENT

- i. DESIGN CONSULTANT will develop and host a publicly available survey and will provide response summary reports as requested or determined by the City. It is anticipated that this survey will be available online and can be produced as a hard copy as needed. Cvent or Survey Monkey survey tools are anticipated to be used.
- ii. DESIGN CONSULTANT shall host a project website which will be updated as the project progresses. It is anticipated that the website will serve as the publicly facing central repository of the project's information and will include the project outline and details on the focus of the pre-design assessment. The project survey will be linked to the website. Wix or Wordpress webhosting tools are anticipated to be used. Graphics and branding for the project will be developed by the DESIGN CONSULTANT and approved by the City. All branding elements will be tailored to fit the website and any materials associated with the project as applicable.

11. PROJECT ASSESSMENT

- i. DESIGN CONSULTANT shall submit a project assessment in compliance with City standards and with future submittal to ADOT if federal funding is acquired. The project assessment shall include the following sections:
 - 1. Introduction and Background
 - 2. Draft Project Scope of Work Narrative
 - 3. Development Considerations
 - a. Outside Agency Requirements
 - b. Survey Requirements
 - c. Geotechnical and Drainage Requirements
 - d. Right-of-Way Requirements
 - e. Utility Relocation Requirements
 - f. Traffic Signal Requirements
 - g. Roadway Elements
 - h. Drainage Elements
 - i. Design Criteria
 - j. Environmental Requirements
 - 4. Other Requirements
 - a. Project Phasing Recommendation (3 one-mile segments)
 - 5. Estimated Costs
 - 6. Construction
 - 7. Appendices
 - a. 15% Plans
 - b. Preliminary Cost Estimate
- ii. DESIGN CONSULTANT shall include an environmental overview in the project assessment.

12. ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

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

McQueen Road Pre-Design
3/20/24
City Project No. ST2403

ID	Task Name	Duration	Start	Finish	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Pre-Design NTP	0 days	Thu 5/23/24	Thu 5/23/24	5/23							
2	Data Collection & Survey	15 days	Thu 5/23/24	Wed 6/12/24								
3	Data Collection	2 wks	Thu 5/23/24	Wed 6/5/24								
4	Project Base Mapping, Field Review	1 wk	Thu 6/6/24	Wed 6/12/24								
5	Traffic Analysis & Alternative Evaluation	50 days	Thu 5/23/24	Wed 7/31/24								
6	Traffic Analysis	4 wks	Thu 5/23/24	Wed 6/19/24								
7	Typical Section and Intersection Alternative Concepts	4 wks	Thu 5/23/24	Wed 6/19/24								
8	Initial Traffic Results, Alternative Concepts Meeting w/ City	0 days	Wed 6/19/24	Wed 6/19/24			6/19					
9	Roadway Alternative Development	4 wks	Thu 6/20/24	Wed 7/17/24								
10	Draft Traffic Report & Alternative Evaluation Submittal	0 days	Wed 7/17/24	Wed 7/17/24				7/17				
11	City Review	2 wks	Thu 7/18/24	Wed 7/31/24								
12	Alternative Evaluation Meeting, City Selects Preferred Alternative	0 days	Wed 7/31/24	Wed 7/31/24					7/31			
13	Project Assessment (PA)	70 days	Thu 8/1/24	Wed 11/6/24								
14	Preliminary Design and Estimate for Preferred Alt	6 wks	Thu 8/1/24	Wed 9/11/24								
15	Final Traffic Report and Draft PA Submittal	0 days	Wed 9/11/24	Wed 9/11/24					9/11			
16	City Review of PA	4 wks	Thu 9/12/24	Wed 10/9/24								
17	Update PA	4 wks	Thu 10/10/24	Wed 11/6/24								
18	Final PA Submittal	0 days	Wed 11/6/24	Wed 11/6/24							11/6	

Project: 2024-03-14_PreDesign Date: Wed 3/20/24	Task		Inactive Summary		External Tasks	
	Split		Manual Task		External Milestone	
	Milestone		Duration-only		Deadline	
	Summary		Manual Summary Rollup		Progress	
	Project Summary		Manual Summary		Manual Progress	
	Inactive Task		Start-only			
	Inactive Milestone		Finish-only			

EXHIBIT "B"
COMPENSATION AND FEES

Exhibit B1 - Detail of Consultant's Compensation
City of Chandler
McQueen Road Pre-Design
ST2403

TASK DESCRIPTION	SUBTOTAL
TASK 1 - DATA COLLECTION	\$ 9,000
As-Built & Past Report Research	\$ 2,840
Utility Data Collection - Collect and Log As-Builts	\$ 2,560
Review, PDF and Log As-Builts/Past Reports	\$ 3,600
TASK 2 - PUBLIC UTILITY COORDINATION	
TASK 2.1 - UTILITY COORDINATION	\$ 6,570
Individual Utility Coordination Meetings - up to four (4)	\$ 3,200
Individual Utility Coordination Meetings Notes	\$ 1,020
Review Prior Rights Documentation (Up to 3 reviews)	\$ 2,350
TASK 2.2 - UTILITY MAPPING & VERIFICATION	\$ 8,920
Prepare Utility Base File	\$ 8,920
TASK 3 - PROGRESS MEETINGS	\$ 21,220
Monthly Progress Meetings (3 in-person, 3 virtual; 6 Total Mtgs)	\$ 7,230
Prepare Meeting Agenda/Exhibits/Handouts	\$ 1,530
Meeting Notes	\$ 1,530
Monthly Phone Call Update and Notes (Virtual; up to 12 calls)	\$ 4,710
Transportation Commission Meeting (In-Person)	\$ 2,500
Prepare Transportation Commission PowerPoint/Graphics	\$ 3,720
TASK 4 - PROJECT MANAGEMENT	\$ 16,155
Budget Monitoring/Setup/Insurance/Invoicing	\$ 2,450
Contract Management (6 Months @1.5 hrs/Month)	\$ 1,425
Develop/Maintain Project Design Schedule	\$ 1,690
Design Quality Control Plan	\$ 1,310
QA/QC	\$ 8,080
Project Documentation/Email/Document Filing (6 Months @ 2 hrs/Month)	\$ 1,200

Exhibit B1 - Detail of Consultant's Compensation
City of Chandler
McQueen Road Pre-Design
ST2403

TASK DESCRIPTION	SUBTOTAL
TASK 5 - PRELIMINARY DESIGN SURVEY & RIGHT-OF-WAY (ROW)	
TASK 5.1 - PRELIMINARY SURVEY	\$ 5,960
Develop, Review, and Update Topo CAD Files	\$ 3,160
Field Review	\$ 2,800
TASK 5.2 - RIGHT-OF-WAY (ROW) DELINEATION	\$ 11,240
Existing Right of Way Base Map	\$ 6,960
Proposed Right of Way and Quantities	\$ 4,280
TASK 6 - ALTERNATIVE DEVELOPMENT	
TASK 6.1 - TRAFFIC ANALYSIS	\$ 58,055
Review and Summary of Traffic Count Data	\$ 745
MAG Travel Demand Model Volumes	\$ 1,655
City Files: Historical Traffic Count Data, Synchro Model, Signal Timing	\$ 1,305
Existing Conditions - Synchro Analysis/Identification of Deficiencies	\$ 4,630
Future Conditions - Future Traffic Volumes	\$ 2,430
Future Conditions - Synchro Analysis/Identification of Deficiencies	\$ 5,800
Synchro Analysis for 3 Alternatives/Recommended Improvements	\$ 10,620
Crash Analysis	\$ 7,170
Access Control Management	\$ 5,870
Traffic Data for Environmental Assessment	\$ 3,370
Draft Traffic Report	\$ 9,380
Final Traffic Report	\$ 5,080
TASK 7 - ALTERNATIVES ANALYSIS	
TASK 7.1 - ALTERNATIVE DEVELOPMENT AND EVALUATION	\$ 44,140
Preliminary Layout Based on City Standard Details, Symmetrical	\$ 9,680
McQueen Rd - Warner Rd to Ray Rd Alternative Layout (up to 1 alternative)	\$ 2,140
McQueen Rd - Ray Rd to Chandler Blvd Alternative Layout (up to 1 alternative)	\$ 2,140
McQueen Rd - Chandler Blvd to Pecos Rd Alternative Layouts (up to 2 alternatives)	\$ 4,280
McQueen Rd & Warner Rd Intersection Alternative Layouts (up to 2 alternatives)	\$ 4,280
McQueen Rd & Ray Rd Intersection Alternative Layouts (up to 2 alternatives)	\$ 4,280
McQueen Rd & Chandler Blvd Intersection Alternative Layout (up to 1 alternative)	\$ 2,140
McQueen Rd & Pecos Rd Intersection Alternative Layout (up to 1 alternative)	\$ 2,140
Preliminary Cost Estimate and Pro/Con Evaluation	\$ 10,920
Pavement Condition Exhibit (Pavement Quality Index Analysis)	\$ 2,140

Exhibit B1 - Detail of Consultant's Compensation
City of Chandler
McQueen Road Pre-Design
ST2403

TASK DESCRIPTION	SUBTOTAL
TASK 8 - PRELIMINARY DESIGN	
TASK 8.1 - PRELIMINARY ROADWAY DESIGN	\$ 46,965
Typical Sections, Pvmnt Sections, Pavement Legend	\$ 2,415
15% McQueen Rd Paving Plans (Warner Rd to Pecos Rd)(20 Shts)(1"=20' Scale, Dbl Stk)	\$ 44,550
TASK 8.2 - PRELIMINARY DRAINAGE DESIGN	\$ 24,840
Evaluate Existing Drainage Reports/Plans	\$ 13,560
Preliminary Drainage Design Concepts	\$ 11,280
TASK 8.3 - PRELIMINARY STRIPING DESIGN	\$ 8,360
15% McQueen Rd Striping Layout (Warner Rd to Pecos Rd)	\$ 8,360
TASK 9 - COST ESTIMATE	\$ 9,460
15% Quantities/Estimate	\$ 9,460
TASK 10 - PUBLIC INVOLVEMENT	\$ 10,960
Public Survey and Results Summary	\$ 5,480
Project Website and website maintenance	\$ 5,480
TASK 11 - PROJECT ASSESSMENT	\$ 14,220
Project Assessment	\$ 9,820
Environmental Overview	\$ 4,400
SUBTOTAL DIRECT LABOR	\$ 296,065
DIRECT EXPENSES	
EXPENSES	\$ 2,500
General Expenses	\$ 2,000
Website hosting (assume 2 years live)	\$ 500
OWNER'S ALLOWANCE	
OWNER'S ALLOWANCE	\$ 30,000
Owner's Allowance	\$ 30,000
TOTAL CONTRACT FEE - NOT TO EXCEED	\$ 328,565

Exhibit B-2 - Detail of Consultant's Hours
City of Chandler
McQueen Road Pre-Design
ST2403

	Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.
	Chris Woolery Michael Grandy	Shane Johannsen Julian Pesqueira	Ryan Marks	Julia Hoath	Anthony Lullo	Becky Bratcher
TASK DESCRIPTION	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00
TASK 1 - DATA COLLECTION	-	-	12	20	8	24
As-Built & Past Report Research			4	8		8
Utility Data Collection - Collect and Log As-Builts				4	8	8
Review, PDF and Log As-Builts/Past Reports			8	8		8
TASK 2 - PUBLIC UTILITY COORDINATION						
TASK 2.1 - UTILITY COORDINATION	10	-	10	12	-	-
Individual Utility Coordination Meetings - up to four (4)	4		6	6		
Individual Utility Coordination Meetings Notes			2	4		
Review Prior Rights Documentation (Up to 3 reviews)	6		2	2		
TASK 2.2 - UTILITY MAPPING & VERIFICATION	-	-	4	16	40	-
Prepare Utility Base File			4	16	40	
TASK 3 - PROGRESS MEETINGS	16	6	32	48	12	-
Monthly Progress Meetings (3 in-person, 3 virtual; 6 Total Mtgs)	6	6	12	12		
Prepare Meeting Agenda/Exhibits/Handouts			3	6		
Meeting Notes			3	6		
Monthly Phone Call Update and Notes (Virtual; up to 12 calls)	6		6	12		
Transportation Commission Meeting (In-Person)	4		4	4		
Prepare Transportation Commission PowerPoint/Graphics			4	8	12	
TASK 4 - PROJECT MANAGEMENT	29	16	10	-	-	26
Budget Monitoring/Setup/Insurance/Invoicing	6					8
Contract Management (6 Months @1.5 hrs/Month)	3					6
Develop/Maintain Project Design Schedule	2		6			
Design Quality Control Plan	2		4			
QA/QC	16	16				
Project Documentation/Email/Document Filing (6 Months @ 2 hrs/Month)						12
TASK 5 - PRELIMINARY DESIGN SURVEY & RIGHT-OF-WAY (ROW)						
TASK 5.1 - PRELIMINARY SURVEY	-	2	10	12	12	-
Develop, Review, and Update Topo CAD Files		2	2	4	12	
Field Review			8	8		
TASK 5.2 - RIGHT-OF-WAY (ROW) DELINEATION	-	8	4	40	16	-
Existing Right of Way Base Map		8		32		
Proposed Right of Way and Quantities			4	8	16	
TASK 6 - ALTERNATIVE DEVELOPMENT						
TASK 6.1 - TRAFFIC ANALYSIS	43	9	84	17	182	-
Review and Summary of Traffic Count Data	1		1		2	
MAG Travel Demand Model Volumes	1		2	1	6	
City Files: Historical Traffic Count Data, Synchro Model, Signal Timing	1		1		6	
Existing Conditions - Synchro Analysis/Identification of Deficiencies	2		8	2	16	
Future Conditions - Future Traffic Volumes	2		4		8	
Future Conditions - Synchro Analysis/Identification of Deficiencies	4		10		20	
Synchro Analysis for 3 Alternatives/Recommended Improvements	6	3	12	6	36	
Crash Analysis	6		8	4	24	
Access Control Management	6	2	8		16	
Traffic Data for Environmental Assessment	2		6		12	
Draft Traffic Report	8	2	16	2	24	
Final Traffic Report	4	2	8	2	12	
TASK 7 - ALTERNATIVES ANALYSIS						
TASK 7.1 - ALTERNATIVE DEVELOPMENT AND EVALUATION	8	8	46	84	128	-
Preliminary Layout Based on City Standard Details, Symmetrical			8	16	40	
McQueen Rd - Warner Rd to Ray Rd Alternative Layout (up to 1 alternative)			2	4	8	
McQueen Rd - Ray Rd to Chandler Blvd Alternative Layout (up to 1 alternative)			2	4	8	
McQueen Rd - Chandler Blvd to Pecos Rd Alternative Layouts (up to 2 alternatives)			4	8	16	
McQueen Rd & Warner Rd Intersection Alternative Layouts (up to 2 alternatives)			4	8	16	
McQueen Rd & Ray Rd Intersection Alternative Layouts (up to 2 alternatives)			4	8	16	
McQueen Rd & Chandler Blvd Intersection Alternative Layout (up to 1 alternative)			2	4	8	
McQueen Rd & Pecos Rd Intersection Alternative Layout (up to 1 alternative)			2	4	8	
Preliminary Cost Estimate and Pro/Con Evaluation	8	8	16	24		
Pavement Condition Exhibit (Pavement Quality Index Analysis)			2	4	8	

Exhibit B-2 - Detail of Consultant's Hours
City of Chandler
McQueen Road Pre-Design
ST2403

	Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.
	Chris Woolery Michael Grandy	Shane Johannsen Julian Pesqueira	Ryan Marks	Julia Hoath	Anthony Lullo	Becky Bratcher
TASK DESCRIPTION	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00
TASK 8 - PRELIMINARY DESIGN						
TASK 8.1 - PRELIMINARY ROADWAY DESIGN	11	20	42	84	128	-
Typical Sections, Pvmnt Sections, Pavement Legend	1		2	4	8	
15% McQueen Rd Paving Plans (Warner Rd to Pecos Rd)(20 Shts)(1"=20' Scale, Dbl Stk)	10	20	40	80	120	
TASK 8.2 - PRELIMINARY DRAINAGE DESIGN	-	12	32	100	-	-
Evaluate Existing Drainage Reports/Plans		4	16	60		
Preliminary Drainage Design Concepts		8	16	40		
TASK 8.3 - PRELIMINARY STRIPING DESIGN	-	4	8	16	24	-
15% McQueen Rd Striping Layout (Warner Rd to Pecos Rd)		4	8	16	24	
TASK 9 - COST ESTIMATE	4	4	8	16	24	-
15% Quantities/Estimate	4	4	8	16	24	
TASK 10 - PUBLIC INVOLVEMENT	-	8	48	-	-	-
Public Survey and Results Summary		4	24			
Project Website and website maintenance		4	24			
TASK 11 - PROJECT ASSESSMENT	4	16	16	40	-	-
Project Assessment	4	8	16	24		
Environmental Overview		8		16		
SUBTOTAL DIRECT LABOR	125	113	366	505	574	50
DIRECT EXPENSES						
EXPENSES						
General Expenses						
Website hosting (assume 2 years live)						
OWNER'S ALLOWANCE						
OWNER'S ALLOWANCE						
Owner's Allowance						
TOTAL CONTRACT FEE - NOT TO EXCEED						

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.

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.

N/A

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2024

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):
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	KIMLASS	
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:** 1584344624**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	4/1/2024	4/1/2025	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 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	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	4/1/2024	4/1/2025	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)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: McQueen Road Improvements - Warner Road to Pecos Road Project #ST2403-101. The City, its officers, officials, agents & employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Separation of Insureds applies to the General Liability Policy. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Chandler
P.O. Box 4008, Mailstop 407
Chandler AZ 85225-4008

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

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. CA4489663
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. 04/01/2024
forms a part of Policy No. CA4489663
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

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.

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 **04/01/2024**

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.**

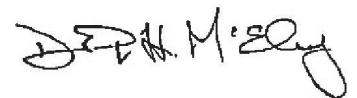
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

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