



PROFESSIONAL SERVICES AGREEMENT
Design Services
PASEO TRAIL CROSSING IMPROVEMENTS
Project No. TP2502.201
Council Date: April 10, 2025

This Agreement ("Agreement") is made and entered into on the ____ day of _____, 2025 ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. City proposes to engage Consultant to provide **Design Services** for **Paseo Trail Crossing Improvements** project as more fully described in **Exhibit "A"**, which is attached to and made a part of this Agreement by this reference.
- B. Consultant is ready, willing, and able to provide the services described in **Exhibit "A"** for the compensation and fees set forth and as described in **Exhibit "B"**, which is attached to and made a part of this Agreement by this reference.
- C. City desires to enter into an Agreement with Consultant to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

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

SECTION I--CONSULTANT'S SERVICES

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

SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires **545 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 **\$430,825.09** 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:	1661 East Camelback Road, Suite 400, Phoenix, AZ 85016
	Physical Address:	1661 East Camelback Road, Suite 400, Phoenix, AZ 85016
	Statutory Agent Name:	CT Corporation System
	Statutory Agent Mailing Address:	3800 N Central Ave., Ste. 460, Phoenix, AZ 85012
	Statutory Agent Physical Address:	3800 N Central Ave., Ste. 460, Phoenix, AZ 85012
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Brian Smalkoski, P.E., AICP, PTP, PTOE
	Title:	Vice President
	Phone:	602.906.1100
	Email:	brian.smalkoski@kimley-horn.com

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

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

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

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

convenience in accordance with the provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

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

5.25 Data Confidentiality and Data Security. As used in the Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to Consultant or its subconsultants in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Consultant or its subconsultants in connection with Consultant's or its subconsultant's performance of this Agreement is confidential and proprietary information belonging to City. Except as specifically provided in this Agreement, Consultant or its subconsultants must not divulge data to any third party without City's prior written consent. Consultant or its subconsultants must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data provided to Consultant or its subconsultants have first given the required notice to City: (a) data which was known to Consultant or its subconsultants prior to its performance under this Consultant or its subconsultants by a third party, who to the best of Consultant's or its subconsultants' knowledge and belief, had the legal right to make such disclosure and Consultant or its subconsultants are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which Consultant or its subconsultants are subject. In the event Consultant or its subconsultants are required or requested to disclose data to a third party, or any other information to which Consultant or its subconsultants became privy as a result of any other Agreement with City, Consultant must first notify City as set forth in this Section of the request or demand for the data. Consultant or its subconsultants must give City sufficient facts so that City can be given an opportunity to first give its consent or take such action that City may deem appropriate to protect such data or other information from disclosure. All data must

continue to be subject to the confidentiality agreements of this Agreement. Consultant or its subconsultants assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate City if any of the provisions of this Section are violated by Consultant, its employees, agents or subconsultants. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - 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

Signature

03/14/2025

Date

RECOMMENDED BY:

Adam Perillo

Print Name

Daniel Haskins

Principal

Title

Daniel Haskins, P.E.
CIP City Engineer

adam.perillo@kimley-horn.com

Signer Email Address

APPROVED AS TO FORM:

City Attorney

JMB

ATTEST:

City Clerk

Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

PROJECT DESCRIPTION

In 2022, the city of Chandler was awarded a Design Assistance grant to prepare an initial study to evaluate and propose alternatives for crossing improvements along the Ashley Trail and the Paseo Trail. The goal of this Paseo Trail Crossing Improvements final design project is to further evaluate the Paseo Trail crossing alternatives provided in the study, provide recommendations for a preferred alternative, and prepare improvement plans for the two segments along the Paseo Trail – Chandler Boulevard/Cooper Road and Queen Creek Road/McQueen Road. Improvements will include new 10-ft-12-ft wide concrete pathway, new signalization, and other associated improvements including path lighting, signage, and landscape.

This project will use local funds for design and construction.

DESIGN STANDARDS

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

- City of Chandler Standard Details and Specifications
- City of Chandler Technical Design Manual #1&2: Water & Wastewater System Design
- City of Chandler Technical Design Manual #3: Storm Drainage System Design
- City of Chandler Technical Design Manual #4: Street Design and Access Control
- City of Chandler Technical Design Manual #5: Traffic Signal Design
- City of Chandler Technical Design Manual #6: Streetlight Design
- City of Chandler Technical Design Manual #7: Traffic Barricade Design
- City of Chandler Technical Design Manual #8: Landscape Design of City Owned R.O.W., Medians, and Retention Basins
- 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
- AASHTO Guide for the Development of Bicycle Facilities
- The Code of the City of Chandler
- Arizona Utility Coordinating Committee (AUCC) Public Improvement Project Guide (PIPG)
- City of Chandler Unified Development Manual
- City of Chandler General Plan
- City of Chandler Transportation Master Plan
- 2011 National Electrical Code
- Americans with Disabilities Act (ADA) requirements
- Proposed Right Of Way Accessibility Guidelines (PROWAG) or ROWAG (if finalized during project duration)

PROJECT TASKS**1. DATA COLLECTION****a. Task 1.1: Collect and Review Existing Records**

- i. DESIGN CONSULTANT will utilize and rely on existing information obtained during the previous MAG Active Transportation Design Assistance studies and will coordinate with the CITY on any additional information needed. 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.
- iii. DESIGN CONSULTANT shall collect the following traffic data:
 1. Saturday AM peak period (6am-10am) intersection movement counts (including trucks, pedestrians, and bicyclists) at the Cooper Road/Chandler Boulevard intersection.

2. PUBLIC UTILITY COORDINATION**a. Task 2.1 Utility Coordination**

- i. DESIGN CONSULTANT shall perform utility coordination in conformance with City Design Standards.
 1. DESIGN CONSULTANT shall coordinate with each utility company to determine if the utilities have any need to upgrade their facilities before or during the project's construction.
 2. DESIGN CONSULTANT shall work with the CITY to coordinate the early determination of facilities that may be abandoned or deactivated.
 3. DESIGN CONSULTANT shall send Utility Conflict Review letters to each utility company notifying them of the project and defining the project scope and timeline along with Project Plans at each submittal (30%, 60%, 95%) for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements.
 4. For each submittal to the utility companies, DESIGN CONSULTANT shall provide the CITY each with a written record of receipt.
- ii. DESIGN CONSULTANT shall work with the CITY to facilitate utility coordination meetings following these submittals (60%, 95%). This task includes up to two (2) virtual general utility coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility coordination meetings.
- iii. Per the SRP Design Requirements for Public Recreational Amenities on SRP Canal Rights-of-Way, DESIGN CONSULTANT shall work with the CITY to facilitate SRP

coordination meetings following each submittal (60%, 95%, FINAL). This task includes up to three (3) virtual SRP coordination meetings. DESIGN CONSULTANT anticipates a maximum of two personnel attending the utility coordination meetings.

b. Task 2.2: Utility Clearance Letter and Service Request Letters

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

3. PROGRESS MEETINGS

a. Task 3.1: Monthly Progress Meetings

- i. This task includes up to twelve (12) half-hour virtual general progress meetings. DESIGN CONSULTANT anticipates a maximum of three (3) personnel attending the Progress Meetings.
- ii. DESIGN CONSULTANT shall prepare and distribute meeting minutes for each Progress Meeting, including Action Items to be reviewed and updated at each Progress Meeting.
- iii. This task includes coordination of Webex and other virtual formats as needed.

b. Task 3.2: Comment Resolution Meetings

- i. This task includes three (3) one-hour virtual comment resolution meetings. Meetings shall be held no later than one week after redlines are returned to DESIGN CONSULTANT at each plan submittal. Comments Resolution Meetings are for both internal and external agency reviews.

4. PROJECT MANAGEMENT

a. Task 4.1: Project Monitoring

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

shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist DESIGN CONSULTANT.

Notice To Proceed (NTP)	0
Data Collection/Survey	NTP + 4 Weeks
Submit 30% Roll Plot	NTP + 12 Weeks
Submit 60% Plans, Specifications, and Estimate	NTP + 22 Weeks
Submit 95% Plans, Specifications, and Estimate	NTP + 32 Weeks
Submit Final Plans, Specifications, and Estimate	NTP + 40 Weeks
Award Contract	NTP + 52 Weeks

3. The above project schedule is included as an overall project schedule. Each Paseo Trail Crossing Improvement segment will have an independent project schedule that may vary. The DESIGN CONSULTANT shall provide and maintain two independent project schedules.

b. Task 4.2: Manage Sub-Consultants

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

5. DESIGN SURVEY

a. Task 5.1: Topographic Survey

- i. The Horizontal Datum will be based on the Arizona Coordinate System, 1983, (Central) Zone GDACs for base control linework.
- ii. The Vertical Datum will be based on NAVD 88 City of Chandler (BMS 11 & 12) as applicable
- iii. DESIGN CONSULTANT shall verify horizontal and vertical control. The limits of topographic survey along Cooper Road and Chandler Boulevard are approximately 1200' east, 1000' south, and approximately 800' along the Paseo Trail Canal. The limits of topographic survey along McQueen Road and Queen Creek Road are approximately 900' east, 1800' south, and approximately 1400' along the Paseo Trail Canal.
- iv. DESIGN CONSULTANT shall provide site topography to include contours at 1-foot intervals, with finish floors, spot elevations at critical locations (i.e., high points, low points, at top and bottom of curb line, edge of pavement, etc.).
- v. DESIGN CONSULTANT shall locate existing planimetric features and visible utilities to include sewer manholes, water valves, grates, inlets, and other features as delineated on the aerial exhibit.
- vi. DESIGN CONSULTANT will use conventional survey techniques to produce a comprehensive topographic map and surface with one-foot contour intervals.

6. ENVIRONMENTAL DOCUMENTATION

The following environmental documentation will be prepared to support the Reclamation Categorical Exclusion (CE).

i. Cultural Resources Survey:

DESIGN CONSULTANT will conduct a Class I records search that will involve examining archival records available on the AZSITE online database, Arizona State Museum (ASM) and the Salt River Project. In addition, historic maps and aerial photographs will be consulted to identify historic cultural resources that could be present in the area. DESIGN CONSULTANT will consult with the Bureau of Reclamation regarding the need for survey along the Consolidated Canal. If survey is required by Reclamation, DESIGN CONSULTANT will submit an Archaeological Resources Protection Act Permit application prior to conducting survey along the Consolidated Canal. DESIGN CONSULTANT will conduct a Class III survey of portions of the project area where this is appropriate, and will prepare a cultural resource survey report that meets ASM, SHPO and Reclamation standards.

ii. Biological Resources Memorandum:

DESIGN CONSULTANT will obtain and review an Official Species List for the project area from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPaC) system to determine if threatened, endangered, proposed, and/or candidate species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) on-line environmental review tool (OERT) report will be obtained to determine special status species are known to occur in the project vicinity. DESIGN CONSULTANT will conduct one site visit to document site characteristics with ground photography. Results of this assessment will be included in a brief Biological Resources Memorandum. Should further documentation be required, DESIGN CONSULTANT will provide a scope and fee for this additional task at the request of the Client.

iii. Preliminary Initial Site Assessment (PISA):

DESIGN CONSULTANT will prepare a PISA to identify potential contamination concerns within the project area. The PISA documentation will include observations from field reconnaissance and the review of an environmental database search that will be prepared by a third party for the vicinity of the project.

Services Not Included

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

- Additional Environmental Documentation, Field Work, Coordination

7. PLANS, SPECIFICATIONS AND ESTIMATES

a. Task 7.1: Plans (For Each Segment)

- Design Consultant shall prepare plans for the project in accordance with City Standards.
- DESIGN CONSULTANT shall submit plans on CD in AutoCAD .DWG format and exports of each plan sheet and reference files and PDF of each plan sheet and PDFs of complete plans set at the 30%, 60%, 95%, and Final submittals. Payment for this task shall be directly correlated with submittal percentage.

- iii. Following each review, DESIGN CONSULTANT shall review the CITY's comments and complete the comment resolution forms. DESIGN CONSULTANT shall provide a matrix that summarizes the comments and indicates whether the comment was incorporated or provides justification for not implementing the change noted in the plan review comments. DESIGN CONSULTANT shall provide the comment matrix to the CITY one week prior to the Comment Resolution Meeting. All comments shall be incorporated unless otherwise authorized by the CITY.
- iv. DESIGN CONSULTANT shall provide project plans to external agencies such as Maricopa County Department of Environmental Services, Arizona Department of Transportation, Salt River Project, and Flood Control District of Maricopa County, and upon direction from City to adjacent project consultants and contractors as appropriate to ensure construction activities are permitted and coordinated for construction to start immediately after award of City's construction contract.
- v. Plans shall include:
 - 1. Cover Sheet
 - 2. General Notes Sheets
 - 3. Standard Sections Sheets
 - 4. Pathway Plans (Task 7.1A)
 - 5. Drainage Report (Task 7.1B)
 - 6. Traffic Analysis Memorandum (Task 7.1C)
 - 7. Pedestrian Traffic Signal Plans (Task 7.1D)
 - 8. Path and Street Lighting Plans (Task 10.1E)
 - 9. Striping and Signing Plans (Task 10.1F)

vi. Task 7.1A: Pathway Plans

1. DESIGN CONSULTANT shall perform work necessary to create Typical Pathway Sections, Geometric Layout and Pathway Plan & Profile Sheets, as well as Paving Plan sheets for roadway modifications where the path crosses Cooper Road, Chandler Blvd, McQueen Road, and Queen Creek Road.

2. DESIGN CONSULTANT shall prepare pathway plan and profile plans at a scale of 1"=20' horizontal and 1"=2' vertical, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, handicap ramps, driveways, intersecting streets, utilities, existing right-of-way, proposed easements, existing utilities, construction notes, etc. Profiles shall show centerline stationing, existing ground, benchmarks, and underground utilities. Paving profiles will not be provided in locations where curb and gutter or median curb is being modified, instead staking information will be shown on the plan sheets. Resident feedback will be taken into consideration for pathway design.

vii. Task 7.1B: Drainage Report

1. DESIGN CONSULTANT shall review the existing drainage reports and as-builts for the adjacent developments. The reports and as-builts shall be provided by the CITY. DESIGN CONSULTANT shall conduct a field visit to verify the existing drainage infrastructure and concepts.

- a. The required retention volume shown in these existing drainage reports and as-builts shall be assumed to be accurate.
- b. Where improvements are proposed adjacent to existing developments, the retention volume provided shown in these existing drainage reports and as-builts shall be verified using topographical survey obtained with this project.

2. DESIGN CONSULTANT shall prepare a drainage analysis to determine the effects of the shared use path on adjacent private drainage facilities and existing floodplains. DESIGN CONSULTANT shall perform hydrologic calculations per the CITY standards. The hydrologic and hydraulic calculations shall meet the CITY criteria.

3. DESIGN CONSULTANT shall prepare a Drainage Memorandum to document the analysis. The Draft Drainage Memorandum shall be submitted with the 60% Submittal. The Draft Final Drainage Memorandum shall be submitted with the 95% Submittal. The Final Drainage Memorandum shall be submitted with the Final Submittal. DESIGN CONSULTANT shall incorporate comments received at each submittal.

4. DESIGN CONSULTANT shall use the Drainage Memorandum to submit a Floodplain Use Permit for the Paseo Canal shared use path. The Floodplain Use Permit will be submitted to Flood Control District of Maricopa County (FCDMC) for approval.

viii. Task 7.1C: Traffic Analysis

1. DESIGN CONSULTANT shall conduct a traffic analysis that assesses existing conditions (based on peak hour intersection traffic count data and pedestrian/bicyclist data from the prior Project Assessment). DESIGN CONSULTANT shall develop a Synchro model to perform a capacity analysis of the Cooper Road/Chandler Boulevard intersection and identify levels of service, delays, and queues. The Synchro model will then be modified to include the design options being considered for a signalized Paseo Trail crossing on Cooper Road and on Chandler Boulevard and impacts to delays and queues along Cooper Road and Chandler Boulevard will be assessed. As part of the traffic analysis, DESIGN CONSULTANT shall conduct an analysis of the most recently available five years of crash data at the Cooper Road/Chandler Boulevard intersection and the potential trail crossing locations, focusing on crashes involving pedestrians and bicyclists.

2. DESIGN CONSULTANT shall prepare a brief memo (draft and final) that summarizes the traffic analysis findings, with content formatted for inclusion in the environmental noise and air quality assessments and in PowerPoint presentations to the public and/or elected officials.

ix. Task 7.1D: Pedestrian and Traffic Signals

1. Traffic Signal Upgrades

a. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the existing conditions at Cooper Road and Paseo Trail and Chandler Boulevard and Paseo Trail. The site visit will also document equipment and conditions related to the existing traffic signals and traffic control equipment at the intersections Queen Creek Road and Airport Boulevard and McQueen Road and Amazon Access.

b. DESIGN CONSULTANT shall provide a design to the CITY on how to make the intersections of Queen Creek Road and Airport Boulevard and McQueen Road and Amazon Access ADA compliant and accommodate pedestrian and bike crossings.

c. DESIGN CONSULTANT shall evaluate the following alternatives for the intersection of Cooper Road and Paseo Trail:

- i. Pedestrian Hybrid Beacon at East Trail Approach
- ii. Pedestrian Hybrid Beacon at West Trail Approach
- iii. Installation of a Traffic Signal

d. DESIGN CONSULTANT shall evaluate the following alternatives for the intersection of Chandler Boulevard and Paseo Trail:

- i. Mid-block Pedestrian Signal
- ii. Pedestrian Hybrid Beacon
- iii. Existing Conditions to Remain

e. DESIGN CONSULTANT shall prepare design and full traffic signal plans for the traffic signal modifications at Queen Creek Road and Airport Boulevard, the traffic signal modifications at McQueen Road and Amazon Access, the preferred alternative for the intersection of Cooper Road and Paseo Trail, and the preferred alternative for the intersection of Chandler Boulevard and Paseo Trail. Preliminary traffic signal layouts will be prepared and submitted at 30% for each of the four intersections. Full plan set will be completed, including removals, new and relocated equipment at the 60%, 95%, 100%, and Final plan stages. The Traffic Signal Plans shall be (1" = 20'). and consist of the following sheets:

- i. Two (2) Traffic Signal Removal Sheets
- ii. Four (4) Traffic Signal Layout Sheets
- iii. Four (4) Pole Schedule Sheets
- iv. Four (4) Conductor Schedule Sheets

2. Traffic Signal Interconnect

a. It is assumed that Interconnect Conduit and Fiber will not be included with this design and that no fiber audit will be performed as part of this project.

x. Task 7.1E: Path and Street Light Plans

1. DESIGN CONSULTANT shall design path lighting along the Paseo Shared Use Paths within the project limits to cohesively transition from previous corridors in accordance with applicable City of Chandler Streetlight Technical Design Manual (TDM) #6 updated January 2020.

2. DESIGN CONSULTANT shall review the existing street lighting plans and as-builts for the existing paths and the adjacent developments within the project limits. The plans and as-builts shall be provided by the CITY. DESIGN CONSULTANT shall perform a site visit and document to the extent possible the equipment and conditions related to the existing path lighting.

3. DESIGN CONSULTANT shall coordinate lighting design with Salt River Project (SRP) to define a power source to serve the lighting system on both segments of Paseo Trail within the project limits and resolve any potential conflicts for new path light locations.

4. DESIGN CONSULTANT shall provide a computer-generated point-to-point foot-candle grid for the shared use paths within the project limits and submit documents to CITY for approval as exhibits along with the 60% and 95% submittals. It is assumed that the street lighting shall be based on City of Chandler illumination standards found in Technical Design Manual #6 (January 2020).

5. DESIGN CONSULTANT shall prepare lighting plans for the paths within the project limits, including new pole and service locations at the 60%, 95%, and Final plan stage. The streetlight design shall conform to the latest standards as defined by the Technical Design Manual #6 to maintain aesthetic conformity. The Lighting Plans shall be (1"=40' scale) and consist of the following:

- a. Path lighting general notes and key map
- b. Path lighting plans, double stacked views, showing pole locations with station and offset

6. DESIGN CONSULTANT shall reference the TDM #6 standard details and drawings for the following within the City of Chandler:

- a. Pole Assembly Detail (Pole, foundation, mast arm)
- b. Junction Box detail
- c. Trench detail
- d. Connection details

7. SRP shall be responsible for providing detail drawings for the electrical details (Control center, wiring schematic, and cable schedule) for non-metered street lighting and services to meter pedestals for path lighting. These items on drawings prepared by SRP shall be accounted for in project specifications and engineer's estimate.

xi. Task 7.1F: Striping and Signing Plans

1. DESIGN CONSULTANT shall inventory all existing signage within the project limits.

2. DESIGN CONSULTANT shall design the Signing and Striping Design Plans within the project limits. This will include all regulatory signage required per MUTCD and City of Chandler standards. Wayfinding signage will not be included with this design. Resident feedback will be taken into consideration for striping and signing design.

3. DESIGN CONSULTANT will evaluate striping design for the following alternatives at the intersection of Cooper Road and Paseo Trail:

- i. Pedestrian Hybrid Beacon at East Trail Approach
- ii. Pedestrian Hybrid Beacon at West Trail Approach
- iii. Installation of a Traffic Signal

4. DESIGN CONSULTANT will evaluate striping design for the following alternatives at the intersection of Chandler Boulevard and Paseo Trail:

- iv. Mid-block Pedestrian Signal
- v. Pedestrian Hybrid Beacon
- vi. Existing Conditions to Remain

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

- b. One (1) General Signing and Striping Notes Sheet (including striping details)
- c. One (1) Signing Format sheet
- d. Two (2) McQueen Road and Queen Creek Road Striping and Signing Plan Sheets

e. Two (2) Cooper Road and Chandler Boulevard Striping and Signing Plan Sheets

b. Task 7.2: Specifications

- i. Technical Specifications shall be in accordance with City of Chandler Standard Specifications and MAG Standard Specifications. DESIGN CONSULTANT shall create technical specifications for all items not adequately covered by these standard specifications.
- ii. Word and PDF format of Specifications shall be provided with each submittal.

c. Task 7.3 Cost Estimates

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

8. SUBMITTALS (Accela electronic and PDF submittals)

a. Task 8.1: 30% Submittal

- i. DESIGN CONSULTANT shall provide the following at the **30% submittal** to the City:
 1. City Plan review and construction permit applications
 2. Roll plot PDF of 30% preliminary design for each segment showing the following:
 - a. Pathway Alignment
 - b. Pedestrian Traffic Signal Locations
 - c. Path and Street Lighting Locations
 - d. Striping and Signing Layout
 3. PDF of the draft Traffic Analysis Memorandum
 4. PDF of the construction cost estimate

b. Task 8.2: 60% Submittal

- i. DESIGN CONSULTANT shall provide the following at the **60% submittal** to the CITY:
 1. City Plan review and construction permit applications
 2. 30% submittal redlines and comments
 3. Full size PDF of 60% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Sections
 - d. Geometric Configurations
 - e. Overall Pathway Limits
 - f. Pathway Plan and Profiles
 - g. Pedestrian and Traffic Signal Plans
 - h. Signing and Stripping Plans and Details
 - i. Street Light Plans and Details
 - j. Landscape and Irrigation Plans (if authorized)
 4. PDF of the final Traffic Analysis Memorandum
 5. PDF of the 60% technical specifications
 6. PDF of the 60% construction cost estimate
 7. PDF of the draft/preliminary drainage report

8. PDF of the right-of-way strip map with new or revised legal descriptions (if authorized)

c. Task 8.3: 95% Submittal

- i. DESIGN CONSULTANT shall provide the following at **95% submittal**:
 1. City Plan review and construction permit applications
 2. 60% submittal redlines and comments
 3. Full size PDF of 95% plans including:
 - a. Cover sheet
 - b. Index, Key Map, and General Notes
 - c. Typical Sections
 - d. Geometric Configurations
 - e. Overall Pathway Limits
 - f. Pathway Plan and Profiles
 - g. Pedestrian and Traffic Signal Plans
 - h. Signing and Stripping Plans and Details
 - i. Street Light Plans and Details
 - j. Landscape and Irrigation Plans (if authorized)
 4. PDF of the 95% technical specifications
 5. PDF of the 95% construction cost estimate
 6. PDF of the draft geotechnical report (If authorized)
 7. PDF of the "Testhole Data Summary Sheet" (If authorized)
 8. PDF of the draft final drainage report
 9. PDF of the right-of-way strip map with new or revised legal descriptions (if authorized)

d. Task 8.4: Final Submittal

- i. Upon receipt of response from utility companies, DESIGN CONSULTANT shall provide the following as the Final submittal: Full payment for this task shall not be made until City acceptance, not just delivery, of all items on this final submittal list.
 1. Three (3) full size and four (4) half size sets as well as a PDF of construction plans
 2. Four (4) copies and a PDF of final specification
 3. Four (4) copies and a PDF of the final construction cost estimate and bid schedule
 4. Utility Clearance Letter per Task 2.3
 5. CAD Files
- ii. DESIGN CONSULTANT shall be responsible for delivering to the CITY a complete set of constructible plans and shall be responsible for constructability of such plans, including, but not limited to, completion of right-of-way documentation acquiring all necessary easements. DESIGN CONSULTANT shall be responsible for preparing and obtaining written approval of any design exceptions and/or variances to Design Standards.

9. DESIGN ALLOWANCES

All allowances are at the discretion of the City and require written approval by the City Representative prior to work being performed or billed.

a. Allowance 1 - Owner's Allowance

- i. This allowance is for any unforeseen work out of scope of the project listed herein as requested by the City.

b. Allowance 2 – Survey (Landcor)

- i. This allowance is for any additional topographic survey required beyond the established project limits or any supplemental survey information requested by the City.

c. Allowance 3 - Geotechnical Engineering (atek Engineering)

- i. This allowance is for geotechnical subsurface exploration and laboratory testing and the preparation of a Geotechnical Report as requested by the City.

d. Allowance 4 - Utility Potholing (Horrocks)

- i. This allowance is for providing up to twelve (12) exploratory potholes at traffic signal foundation locations or other areas identified as needed up to the allotted amount and as requested by the City. Pertinent pothole data shall be presented in spreadsheet format on a standard "Testhole Data Summary" form that includes the utility found, depth, horizontal and vertical location, size and material composition, and top and bottom elevation of the utility line exposed.

e. Allowance 5 - Right-of-Way Coordination

- i. This allowance is for the preparation of up to four (4) legal descriptions and exhibits for the acquisition of temporary construction easements. No new right-of-way is anticipated for this project. The CITY shall provide litigation (title) reports for the parcels within the project limits. DESIGN CONSULTANT shall utilize title reports and Sectional/centerline field survey to define the boundaries of properties where new easements are anticipated. DESIGN CONSULTANT shall provide closure data for all written legal descriptions and exhibits.

f. Allowance 6 - Public Outreach

- i. This allowance is for the participation in and preparation of materials for up to one (1) stakeholder or community meeting for the duration of the project. Stakeholder or community meeting may include community bike/walk groups, virtual community meeting, or similar. DESIGN CONSULTANT shall be responsible for the following:
 - 1. Development of roll plots and/or display boards
 - 2. Prepare a meeting sign-in sheet and agenda
 - 3. Give a brief presentation and answer questions as needed
 - 4. Prepare and distribute meeting summaries, including Action Items and assignments
 - 5. Provide coordination of Webex or other virtual formats as needed, if meetings are not conducted in-person.

- i. CITY shall be responsible for the following:

1. Secure a location and time for each public meeting
2. Send invitations to stakeholders or groups

g. Allowance 7 - Landscape and Irrigation

- i. This allowance is for the preparation of Landscape and Irrigation Plans for the McQueen Road/Queen Creek Road segment only.
- ii. DESIGN CONSULTANT shall prepare Landscape Plans that show the location and layout of new trees and shrubs, existing trees to remain, plant schedule, plant quantities, landscape notes, and CITY standard landscape details. Landscape Plans will be prepared at a scale of 1" = 20'.
- iii. DESIGN CONSULTANT shall coordinate with private entities as necessary for matching or maintaining existing landscaping and groundcover.
- iv. DESIGN CONSULTANT shall prepare Irrigation Plans. Potable water shall be used for irrigation. Full plan set will be completed, including the locations of existing infrastructure to remain place and new locations of laterals, water meter(s), mainline, booster pumps, and valves. Plans will include irrigation quantities, emitter schedule, irrigation notes, and CITY of Chandler standard irrigation details. Irrigation Plans will be prepared at a scale of 1" = 20'.
- v. DESIGN CONSULTANT shall coordinate with private entities as necessary for new connections and maintenance of existing irrigation systems. DESIGN CONSULTANT shall prepare water meter applications, when applicable.
- vi. DESIGN CONSULTANT shall show the water taps for irrigation equipment on the utility plans and pathway plans, as appropriate. DESIGN CONSULTANT shall provide the complete design and all necessary details for these water taps and power for the irrigation controllers.

10. ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

- a. Bioassay testing, archeology, soil fertility, and other tests to determine existing plant viability is excluded. Determination of existing plant viability to be based on professional opinions with considerations of typical construction activity impacts.
- b. Application fees for City reviews and permits shall be paid by City.
- c. It has been assumed that all agencies have a 20-working day review period.
- d. Application fees for other agencies other than the City will be submitted to the City and paid utilizing Owner's Allowance.
- e. Construction management or observation, inspection, or participation in construction meetings is excluded.
- f. ITS splice details and communications architecture details will not be included as part of this scope.
- g. Utility strip map and private utility relocation reviews will not be included as part of this scope.
- h. Establishing benchmarks and right-of-way staking will not be included as part of this scope.
- i. Erosion and Sediment Control Plans will not be included as part of this scope.

EXHIBIT "B"
COMPENSATION AND FEES

Exhibit B2-Summary of Consultant's Compensation



Project Name
Project No.

Paseo Trail Crossing Improvements
TP2502.201

1661 E. Camelback
Road, Suite 400
Phoenix, AZ 85016
602.944.5500

2/27/2025

CONTRACT LABOR				
<u>Classification</u>	<u>Man Hours</u>	<u>Billable Rates</u>		<u>Labor Costs</u>
Sr Project Manager/Professional II	110	\$	84.88	\$ 9,336.59
Senior Professional I	181	\$	70.99	\$ 12,849.00
Professional	435	\$	58.64	\$ 25,509.73
Analyst	624	\$	49.38	\$ 30,815.39
Designer	408	\$	43.21	\$ 17,629.96
Administrative	76	\$	30.86	\$ 2,345.72
			Total Direct Labor	\$ 98,486.39
Overhead Rate	194.38%		Total Labor and Overhead	\$ 191,437.85
Fixed Capital Cost of Money	0.16%		Fixed Capital Cost of Money	\$ 157.58
Fixed Fee	10%		Net Fee (Subtotal x 10% Fixed Fee)	\$ 29,008.18
			Subtotal Contract Labor	\$ 319,090.00

DIRECT AND OUTSIDE EXPENSES	
General Expenses	\$ 1,620.00
Subtotal Direct & Outside Expenses	\$ 1,620.00

SUBCONSULTANT FEE		
Subconsultant	Task	Fee
Landcor	Survey	\$ 15,850.00
Subtotal Subconsultant Fee		\$ 15,850.00

ALLOWANCES	
Owner's Allowance	\$ 20,000.00
Survey Allowance	\$ 5,000.00
Geotechnical Engineering	\$ 10,620.09
Utility Potholing	\$ 25,235.00
Right-of-Way Coordination	\$ 9,570.00
Public Outreach	\$ 9,680.00
Landscape and Irrigation	\$ 14,160.00
Subtotal Allowance	\$ 94,265.09

TOTALS

Subtotal Contract Labor	\$ 319,090.00
Direct & Outside Expenses	\$ 1,620.00
Subtotal Subconsultants	\$ 15,850.00
Total Contract Fee	\$ 336,560.00
Subtotal Allowances	\$ 94,265.09
Total Contract Fee & Allowances	\$ 430,825.09

Exhibit B1 - Fee Schedule
Paseo Trail Crossing Improvements
TP2502.201

TASK DESCRIPTION	SUBTOTAL
TASK 1 - DATA COLLECTION	\$ 5,055.00
As-Built & Past Report Research	\$ 1,020.00
Utility Data Collection - Collect and Log As-Built	\$ 1,360.00
Review, PDF and Log As-Built/Past Reports	\$ 1,440.00
Traffic Data Collection, Review, and Summary	\$ 1,235.00
TASK 2 - PUBLIC UTILITY COORDINATION	
TASK 2.1 - UTILITY COORDINATION	\$ 6,165.00
Update Utility Base File	\$ 870.00
Develop and Maintain Utility Inventory and Conflict Log	\$ 2,040.00
Utility Coordination Meetings - up to two (2)	\$ 1,010.00
Utility Coordination Meeting Notes	\$ 640.00
SRP Irrigation Coordination Meetings - up to four (4)	\$ 1,515.00
SRP Irrigation Coordination Meeting Notes	\$ 960.00
TASK 2.2 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS	\$ 6,770.00
Utility Clearance Letters (30%, 60%, 90%)	\$ 2,130.00
Power Service Request Letters	\$ 2,200.00
Coordinate Water and Power Addresses	\$ 2,440.00
TASK 3 - PROGRESS MEETINGS	\$ 19,035.00
Comment Resolution Meetings (3 Mtgs)(1 hour each)	\$ 2,085.00
Monthly PM/Design Team Update Meetings (12 Mtgs)(0.5 hours each)	\$ 4,170.00
Prepare Meeting Agenda/Exhibits/Handouts	\$ 2,560.00
Meeting Notes	\$ 2,560.00
Summary of Comments for Comment Resolution Mtgs	\$ 4,360.00
Maintain Action Item Log	\$ 3,300.00
TASK 4 - PROJECT MANAGEMENT	\$ 28,880.00
Monthly Progress Reports	\$ 4,410.00
Contract Management (12 Months @2.5 hrs/Month)	\$ 3,870.00
Develop/Maintain Project Design Schedule	\$ 2,530.00
QA/QC	\$ 11,000.00
Manage Sub-Consultants	\$ 4,670.00
Project Documentation/Email/Document Filing (12 Months @ 2 hrs/Month)	\$ 2,400.00
TASK 5 - DESIGN SURVEY	\$ 3,270.00
Develop Survey Request	\$ 830.00
Review and Update Topo Survey CAD Files	\$ 2,440.00
See Subconsultant - Control & Topo Survey - Landcor	
TASK 6 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE	\$ 24,600.00
Biological Resources Memorandum	\$ 5,300.00
Preliminary Initial Site Assessment (PISA)	\$ 6,000.00
Cultural Resources	\$ 13,300.00

Exhibit B1 - Fee Schedule
Paseo Trail Crossing Improvements
TP2502.201

TASK 7 - PLANS, SPECIFICATIONS, & ESTIMATES	
TASK 7.1A - PATHWAY PLANS	\$ 65,220.00
Cover Sheet, Approvals, Vicinity Map (1 Sht each location)(2 Shts)	\$ 2,040.00
General Notes & Legend (2 Shts per location)(4 Shts)	\$ 3,340.00
Key Map & Index of Sheets (1 Sht each location)(2 Shts)	\$ 3,300.00
Survey Control/Geometric Sheet (1 Sht each location)(2 Shts)	\$ 5,120.00
Typical Sections, Pvmnt Sections, Pavement Legend (1 Sht each location)(2 Shts)	\$ 3,900.00
Miscellaneous Details Sheet (1 Sht each location)(2 Shts)	\$ 3,900.00
Cooper Rd & Chandler Blvd Pathway Plan and Profile Sheets (4 Sheets)(1"=20' Scale)	\$ 10,760.00
McQueen Rd & Queen Creek Rd Pathway Plan and Profile Sheets (6 Sheets)(1"=20' Scale)	\$ 16,140.00
Sidewalk Ramp and Driveway Detail Sheets (4 Shts)	\$ 10,680.00
Modeling and Grading	\$ 6,040.00
TASK 7.1B - DRAINAGE REPORT	\$ 9,970.00
Evaluate Existing Drainage Reports/Plans	\$ 350.00
Field Visit	\$ 1,010.00
Drainage Analysis	\$ 2,995.00
Floodplain Use Permit	\$ 1,495.00
Draft Drainage Report	\$ 2,315.00
Respond to Comments	\$ 190.00
Final Drainage Report	\$ 1,615.00
TASK 7.1C - TRAFFIC ANALYSIS	\$ 12,230.00
Traffic Analysis	\$ 8,800.00
Traffic Memo	\$ 3,430.00
TASK 7.1D - PEDESTRIAN TRAFFIC SIGNALS	\$ 58,120.00
Traffic Signal Field Review	\$ 2,100.00
Cooper Rd/Paseo Trail Alternatives	\$ 2,880.00
Chandler Blvd/Paseo Trail Alternatives	\$ 2,880.00
Traffic Signal Removal Sheets (2 Sheets)	\$ 7,800.00
Traffic Signal Layout Sheets (4 Sheets)	\$ 15,600.00
Pole Schedule Sheets (4 Sheets)	\$ 15,600.00
Conductor Schedule Sheets (4 Sheets)	\$ 5,700.00
Quantity Take-offs & Tabulation	\$ 5,560.00
TASK 7.1E - PATH AND STREET LIGHT PLANS	\$ 21,385.00
Existing Street Light Field Review	\$ 700.00
Photometric Analysis (Double Stacked) (1"=40' Scale)(10 Sheets)	\$ 4,700.00
Lighting General Notes	\$ 2,720.00
Lighting Plans (Double Stacked) (1"=40' Scale) (10 Sheets)	\$ 10,095.00
SRP Coordination	\$ 3,170.00

Exhibit B1 - Fee Schedule
Paseo Trail Crossing Improvements
TP2502.201

TASK 7.1F - STRIPING & SIGNING PLANS	\$ 30,740.00
Existing Signage Inventory	\$ 2,740.00
General Notes, Detail, and Legend Sheet (1 Sht)	\$ 1,410.00
Cooper Rd/Paseo Trail Alternatives	\$ 3,200.00
Chandler Blvd/Paseo Trail Alternatives	\$ 3,200.00
Sign Format Sheet (1 Sht)	\$ 2,590.00
Striping/Signing Shts (McQueen Rd/Queen Creek Rd)(2 Shts)(1"=40' Scale)	\$ 8,800.00
Striping/Signing Shts (Cooper Rd/Chandler Blvd)(2 Shts)(1"=40' Scale)	\$ 8,800.00
TASK 10.2 - SPECIFICATIONS	\$ 10,770.00
Technical Specifications (60%, 95%, Final)(For each location, 2 sets)	\$ 7,830.00
Review and Update General Conditions/Contract/Specifications (95% & Final)	\$ 2,940.00
TASK 10.3 - COST ESTIMATES	\$ 9,920.00
Quantities/Estimate (30%, 60%, 95%, Final)(For each location, 2 sets)	\$ 9,920.00
TASK 11 - SUBMITTALS	\$ 6,960.00
30% Submittal Coordination (2 roll plots)	\$ 1,590.00
60% Submittal Coordination (2 sets)	\$ 1,590.00
95% Submittal Coordination (2 sets)	\$ 1,590.00
Final Submittal Coordination (2 sets)	\$ 2,190.00
SUBTOTAL DIRECT LABOR	\$ 319,090.00

Exhibit B1 - Fee Schedule
Paseo Trail Crossing Improvements
TP2502.201

SUBCONSULTANTS TASKS	
TASK 9 - SURVEY (LANDCOR)	\$ 15,850.00
Survey (Landcor) - See Appendix A	\$ 15,850.00
VENDOR EXPENSES	
VENDOR EXPENSES	\$ 1,620.00
Traffic Counts (FDS)	\$ 320
ASM Curation Fees	\$ 1,100
ERIS (Hazmat Database Search)	\$ 200
DESIGN ALLOWANCE	
DESIGN ALLOWANCE SUBTOTAL	\$ 94,265.09
ALLOWANCE 1 - OWNER'S ALLOWANCE	\$ 20,000.00
ALLOWANCE 2 - SURVEY ALLOWANCE	\$ 5,000.00
ALLOWANCE 3 - GEOTECHNICAL ENGINEERING	\$ 10,620.09
ALLOWANCE 4 - UTILITY POTHOLING	\$ 25,235.00
ALLOWANCE 5 - RIGHT-OF-WAY COORDINATION	\$ 9,570.00
ALLOWANCE 6 - PUBLIC OUTREACH	\$ 9,680.00
ALLOWANCE 7 - LANDSCAPE AND IRRIGATION	\$ 14,160.00
TOTAL CONTRACT FEE - NOT TO EXCEED	
	\$ 430,825.09

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Paseo Trail Crossing Improvements
TP2502.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
TASK 1 - DATA COLLECTION	5,055.00	1	2	2	7	8	17	37
As-Built & Past Report Research	1,020.00		2			4		6
Utility Data Collection - Collect and Log As-Built	1,360.00					4	8	12
Review, PDF and Log As-Built/Past Reports	1,440.00				4		8	12
Traffic Data Collection, Review, and Summary	1,235.00	1		2	3		1	7
TASK 2 - PUBLIC UTILITY COORDINATION								
TASK 2.1 - UTILITY COORDINATION	6,165.00	5	5	4	18	-	-	32
Update Utility Base File	870.00		1		4			5
Develop and Maintain Utility Inventory and Conflict Log	2,040.00			4	8			12
Utility Coordination Meetings - up to two (2)	1,010.00	2	2					4
Utility Coordination Meeting Notes	640.00				4			4
SRP Irrigation Coordination Meetings - up to three (3)	1,515.00	3	3					6
SRP Irrigation Coordination Meeting Notes	960.00				6			6
TASK 2.2 - UTILITY CLEARANCE & SERVICE REQUEST LETTERS	6,770.00	-	8	11	8	9	3	39
Utility Clearance Letters (30%, 60%, 95%)	2,130.00			3		9	3	15
Power Service Request Letters	2,200.00		4		8			12
Coordinate Water and Power Addresses	2,440.00		4	8				12
TASK 3 - PROGRESS MEETINGS	19,035.00	9	19	17	56	-	-	101
Comment Resolution Meetings (3 Mtgs)(1 hour each)	2,085.00	3	3	3				9
Monthly PM/Design Team Update Meetings (12 Mtgs)(0.5 hours each)	4,170.00	6	6	6				
Prepare Meeting Agenda/Exhibits/Handouts	2,560.00				16			16
Meeting Notes	2,560.00				16			16
Summary of Comments for Comment Resolution Mtgs	4,360.00		4	8	12			24
Maintain Action Item Log	3,300.00		6		12			18
TASK 4 - PROJECT MANAGEMENT	28,880.00	52	26	20	-	-	48	146
Monthly Progress Reports	4,410.00	6	12					18
Contract Management (12 Months @2.5 hrs/Month)	3,870.00	2	4				24	30
Develop/Maintain Project Design Schedule	2,530.00	2	2	8				12
QA/QC	11,000.00	40						40
Manage Sub-Consultants	4,670.00	2	8	12				22
Project Documentation/Email/Document Filing (12 Months @ 2 hrs/Month)	2,400.00						24	24
TASK 5 - DESIGN SURVEY	3,270.00	-	-	5	4	12	-	21
Develop Survey Request	830.00			1	4			5
Review and Update Topo Survey CAD Files	2,440.00			4		12		16
See Subconsultant - Control & Topo Survey - Landcor	-							
TASK 6 - ENVIRONMENTAL DOCUMENTATION & CLEARANCE	24,600.00	12	-	20	-	125	-	157
Biological Resources Memorandum	5,300.00	4				30		34
Preliminary Initial Site Assessment (PISA)	6,000.00	4				35		39
Cultural Resources	13,300.00	4		20		60		84

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Paseo Trail Crossing Improvements
TP2502.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
TASK 7 - PLANS, SPECIFICATIONS, & ESTIMATES								
TASK 7.1A - PATHWAY PLANS	65,220.00	-	27	71	120	188	-	406
Cover Sheet, Approvals, Vicinity Map (1 Sht each location)(2 Shts)	2,040.00		2	2	4	4		12
General Notes & Legend (2 Shts per location)(4 Shts)	3,340.00		3	3	6	8		20
Key Map & Index of Sheets (1 Sht each location)(2 Shts)	3,300.00		2	4	6	8		20
Survey Control/Geometric Sheet (1 Sht each location)(2 Shts)	5,120.00		2	6	8	16		32
Typical Sections, Pvmnt Sections, Pavement Legend (1 Sht each location)(2 Shts)	3,900.00		2	4	8	10		24
Miscellaneous Details Sheet (1 Sht each location)(2 Shts)	3,900.00		2	4	8	10		24
Cooper Rd & Chandler Blvd Pathway Plan and Profile Sheets (4 Sheets)(1"=20' Scale)	10,760.00		4	8	24	32		68
McQueen Rd & Queen Creek Rd Pathway Plan and Profile Sheets (6 Sheets)(1"=20' Scale)	16,140.00		6	12	36	48		102
Sidewalk Ramp and Driveway Detail Sheets (4 Shts)	10,680.00		4	8	20	36		68
Modeling and Grading	6,040.00			20		16		36
TASK 7.1B - DRAINAGE REPORT	9,970.00	6	6	18	15	8	-	189
Evaluate Existing Drainage Reports/Plans	350.00			1	1			2
Field Visit	1,010.00	2	2					4
Drainage Analysis	2,995.00	1	2	6		8		17
Floodplain Use Permit	1,495.00	1	2	4				7
Draft Drainage Report	2,315.00	1		4	8			13
Respond to Comments	190.00			1				1
Final Drainage Report	1,615.00	1		2	6			9
TASK 7.1C - TRAFFIC ANALYSIS	12,230.00	6	6	16	32	6	2	68
Traffic Analysis	8,800.00	4	4	12	24	4	1	49
Traffic Memo	3,430.00	2	2	4	8	2	1	19
TASK 7.1D - PEDESTRIAN TRAFFIC SIGNALS	58,120.00	-	30	118	180	-	-	328
Traffic Signal Field Review	2,100.00			6	6			12
Cooper Rd/Paseo Trail Alternatives	2,880.00		2	6	8			16
Chandler Blvd/Paseo Trail Alternatives	2,880.00		2	6	8			16
Traffic Signal Removal Sheets (2 Sheets)	7,800.00		4	16	24			44
Traffic Signal Layout Sheets (4 Sheets)	15,600.00		8	32	48			88
Pole Schedule Sheets (4 Sheets)	15,600.00		8	32	48			88
Conductor Schedule Sheets (4 Sheets)	5,700.00		4	10	18			32
Quantity Take-offs & Tabulation	5,560.00		2	10	20			32
TASK 7.1E - PATH AND STREET LIGHT PLANS	21,385.00	9	-	33	79	-	-	121
Existing Street Light Field Review	700.00			2	2			4
Photometric Analysis (Double Stacked) (1"=40' Scale)(10 Sheets)	4,700.00	2		5	20			27
Lighting General Notes	2,720.00	2		3	10			15
Lighting Plans (Double Stacked) (1"=40' Scale) (10 Sheets)	10,095.00	5		8	45			58
SRP Coordination	3,170.00			15	2			17

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Paseo Trail Crossing Improvements
TP2502.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
TASK 7.1F - STRIPING & SIGNING PLANS	30,740.00	-	16	54	105	-	-	175
Existing Signage Inventory	2,740.00			6	10			16
General Notes, Detail, and Legend Sheet (1 Sht)	1,410.00		1	2	5			8
Cooper Rd/Paseo Trail Alternatives	3,200.00		2	6	10			18
Chandler Blvd/Paseo Trail Alternatives	3,200.00		2	6	10			18
Sign Format Sheet (1 Sht)	2,590.00		1	4	10			15
Striping/Signing Shts (McQueen Rd/Queen Creek Rd)(2 Shts)(1"=40' Scale)	8,800.00		5	15	30			50
Striping/Signing Shts (Cooper Rd/Chandler Blvd)(2 Shts)(1"=40' Scale)	8,800.00		5	15	30			50
TASK 7.2 - SPECIFICATIONS	10,770.00	10	20	18	-	-	-	48
Technical Specifications (60%, 95%, Final)(For each location, 2 sets)	7,830.00	6	12	18				36
Review and Update General Conditions/Contract/Specifications (95% & Final)	2,940.00	4	8					12
TASK 7.3 - COST ESTIMATES	9,920.00	-	8	16	-	36	-	60
Quantities/Estimate (30%, 60%, 95%, Final)(For each location, 2 sets)	9,920.00		8	16		36		60
TASK 8 - SUBMITTALS	6,960.00	-	8	12	-	16	6	42
30% Submittal Coordination (2 roll plots)	1,590.00		2	3		4		9
60% Submittal Coordination (2 sets)	1,590.00		2	3		4		9
95% Submittal Coordination (2 sets)	1,590.00		2	3		4		9
Final Submittal Coordination (2 sets)	2,190.00		2	3		4	6	15
SUBTOTAL DIRECT LABOR	319,090.00	110	181	435	624	408	76	1,834

Exhibit B3 - Detail of Consultant's Compensation
City of Chandler
Paseo Trail Crossing Improvements
TP2502.201

		Sr. PM/Prof II	Sr. Prof.	Prof.	Analyst	Designer	Admin.	Total Hours
TASK DESCRIPTION	SUBTOTAL	\$ 275.00	\$ 230.00	\$ 190.00	\$ 160.00	\$ 140.00	\$ 100.00	
SUBCONSULTANTS TASKS								
TASK 9 - SURVEY (LANDCOR)	15,850.00							
Survey (Landcor) - See Appendix A	15,850.00							
VENDOR EXPENSE								
VENDOR EXPENSE	1,620.00							
Traffic Counts (FDS)	320.00							
ASM Curation Fees	1,100.00							
ERIS (Hazmat Database Search)	200.00							
DESIGN ALLOWANCES								
ALLOWANCE 1 - OWNER'S ALLOWANCE	20,000.00	-	-	-	-	-	-	-
Owner's Allowance	20,000.00							
ALLOWANCE 2 - SURVEY ALLOWANCE	5,000.00	-	-	-	-	-	-	-
Survey Allowance (Landcor)	5,000.00							
ALLOWANCE 3 - GEOTECHNICAL ENGINEERING	10,620.09	-	1	2	6	-	-	9
Geotechnical Engineering (atek Engineering) - See Appendix B	9,050.09							
Geotechnical Engineering Coordination (Kimley-Horn)	1,570.00		1	2	6			
ALLOWANCE 4 - UTILITY POTHOLING	25,235.00	-	1	2	6	-	-	9
Utility Potholing (Horrocks) - See Appendix C	23,665.00							
Utility Potholing Coordination (Kimley-Horn)	1,570.00		1	2	6			
ALLOWANCE 5 - RIGHT-OF-WAY COORDINATION	9,570.00	6	-	8	40	-	-	54
Coordinate Title Reports/Prepare Legal Descriptions & Exhibits (up to 4)(Kimley-Horn)	9,570.00	6		8	40			54
ALLOWANCE 6 - PUBLIC OUTREACH	9,680.00	8	8	12	16	-	8	52
Public Outreach (Kimley-Horn)	9,680.00	8	8	12	16		8	
ALLOWANCE 7 - LANDSCAPE AND IRRIGATION	14,160.00	-	2	16	29	43	-	90
General Notes and Materials Schedule (1 Sht)	440.00				1	2		3
Queen Creek Rd/McQueen Rd Landscape Plans (4 Shts) (1"= 20')	5,960.00			8	12	18		38
Planting Details (1 Sht)	830.00		1		2	2		5
Queen Creek Rd/McQueen Rd Irrigation Plans (4 Shts) (1"= 20')	5,960.00			8	12	18		38
Irrigation Details (2 Shts)	970.00		1		2	3		6
SUBTOTAL DESIGN ALLOWANCES	94,265.09							
TOTAL CONTRACT FEE - NOT TO EXCEED	430,825.09							

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.



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2025 (the "Agreement Date") by and between:

CLIENT

Name: Kimley-Horn
Street Address: 1661 E. Camelback Road, STE 400
City/State/Zip: Phoenix, AZ 85016
Phone: 602-837-5511
Representative: Chad Huber

LANDCOR

Name: Landcor Consulting, PC
Street Address: 1955 S. Val Vista Dr. #121
City/State/Zip: Mesa, Arizona 85204
Phone: 810-287-8513
Representative: Nick Jarrett R.L.S.

PROJECT NAME:

Chandler Paseo Trail Survey Services

PROJECT LOCATION:

Project Area 1: Intersection of Cooper Rd & Chandler Blvd

Project Area 2: Intersection of McQueen Rd & Queen Creek Rd

Both Project areas are in Chandler Arizona

COMPENSATION:

See attached

REIMBURSABLE EXPENSES:

N/A

RETAINER:

none

SCOPE OF SERVICES:

See Attached

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CLIENT

Signature _____

Title: _____

Date: _____

LANDCOR

Signature 
Nick Jarrett, RLS

Title: Survey Manager

Date: 1-24-25

SCOPE OF SERVICES

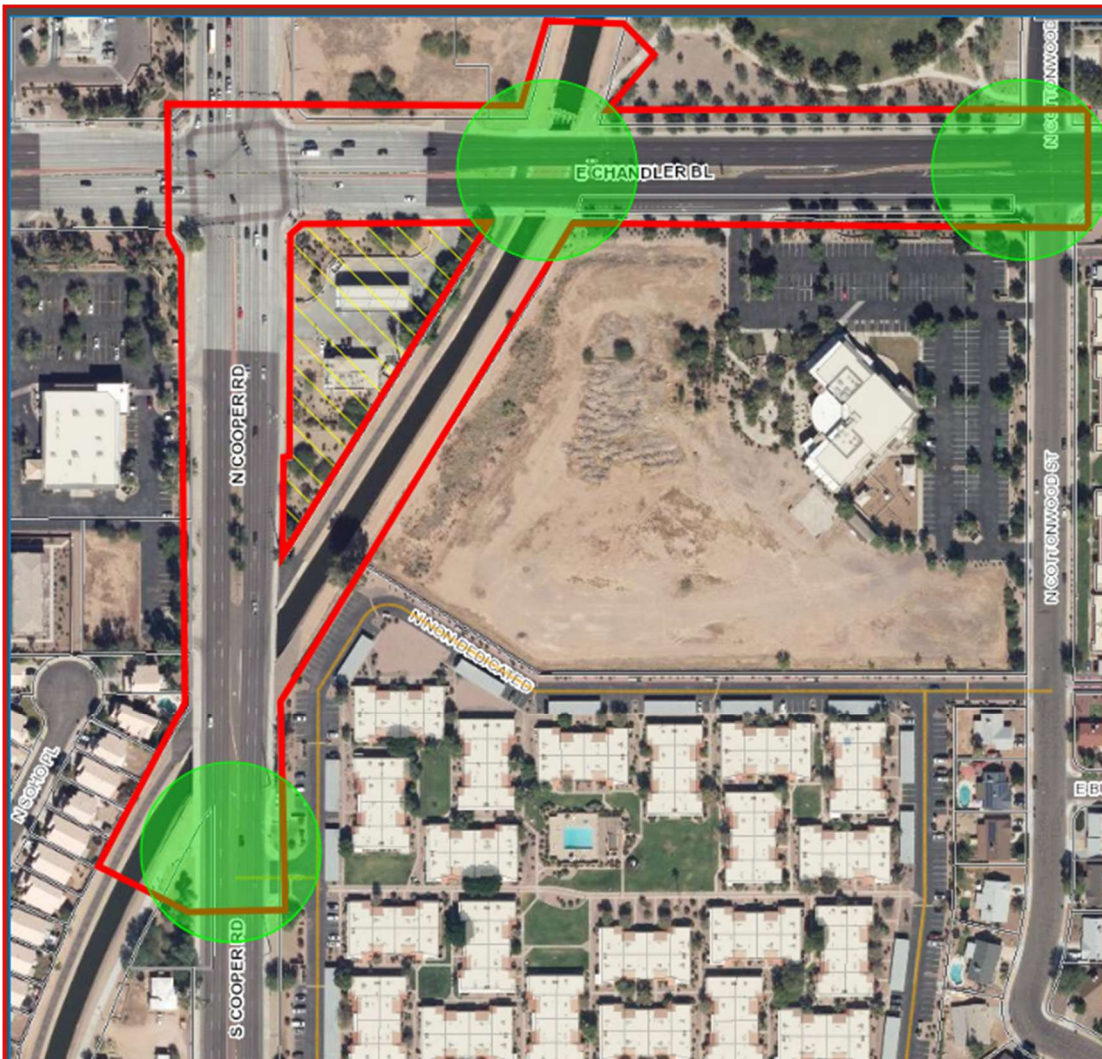
Topographic Survey Description: For Project Areas 1 & 2

LANDCOR will provide Survey Services of the project area for purposes of an ALTA Survey & Design Engineering. The survey will include the following items:

- ◆ Site topography including visible improvements and site features such as buildings, curbs, driveways, sidewalks, walls, trees, surface utilities, signs, etc.
- ◆ The survey corridor is shown below in RED. Yellow hashed areas are excluded.
- ◆ Sewer inverts will be measured if safely possible.
- ◆ The data will be sufficient to produce a comprehensive topographic map & surface with one-foot contour intervals. Green highlighted areas indicate areas of crucial vertical tolerances, conventional Total Station measurements will be collected in these areas. Areas in red only will be measured with GPS.

PROJECT AREA 1, Cooper Road & Chandler Boulevard, FEE Estimate = \$7,950

(Additional Post Design Field Measurements, FEE Estimate = \$2,500)



SCOPE OF SERVICES (cont.)

PROJECT AREA 2, McQueen Road & Queen Creek Road, FEE Estimate = \$7,900

(Additional Post Design Field Measurements, FEE Estimate = \$2,500)



PROVISIONS

1. **AUTHORIZATION TO PROCEED.** CLIENT's signing of this Agreement constitutes authorization on for LANDCOR to proceed with the described services and also constitutes acknowledgment and ratification of services previously rendered at CLIENT's request to the extent they fall within the scope of services described above.
2. **REIMBURSABLE EXPENSES.** Reimbursement for direct expenses shall include all costs incurred directly for the Project including, but not limited to, transportation including mileage at LANDCOR's current rate, meals, lodging, field office facilities, laboratory tests and analysis, computer services, telephone and other communications, reproduction of documents, outside technical or professional services, aerial and ground surveying and subsurface exploration. Reimbursement shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by LANDCOR.
3. **RETAINER.** Before LANDCOR begins rendering services CLIENT shall pay a retainer in the amount set forth on the reverse side, which shall be applied to the last amounts due LANDCOR hereunder.
4. **PAYMENT.** Monthly invoices will be tendered by LANDCOR for its fees and payment is due within thirty (30) days after the invoice date. Any amounts not paid when due shall bear interest at the rate of 1.5% per month (18% per annum) until paid. LANDCOR may suspend services under this Agreement until payment in full has been made.
5. **CONSTRUCTION COST ESTIMATES.** LANDCOR has no control over actual project construction costs and estimates of such probable costs represent LANDCOR's good faith estimation only of the approximately, probable cost to construct the project, based on the information available at the time. LANDCOR cannot and does not represent or guarantee that actual project construction costs will not vary substantially from its estimate of probable costs.
6. **CHANGES.** Additional or extended services which are made necessary by any substantial extension of the time necessary to complete the project, change in the scope of the project, or requests by CLIENT that LANDCOR assist in administration beyond the customary services incidental to the services described on the reverse side, shall require appropriate adjustments to LANDCOR's compensation.
7. **PROFESSIONAL STANDARDS.** LANDCOR shall perform its services at the level of competency presently maintained by other practicing professional engineers in CLIENT's community, performing the same type of work. LANDCOR makes no other warranty, express or implied.
8. **CLIENT RESPONSIBILITIES.** CLIENT shall cooperate with Engineer by providing everything reasonably necessary for LANDCOR to be able to provide its services, including, but not limited to, all necessary information concerning the project and CLIENTS requirements including design criteria, necessary access to public and private lands, legal accounting and insurance services required for the project, and necessary permits and approval of governmental authorities and other individuals.
9. **TERMINATION.** Either party may terminate this Agreement with or without cause, upon ten (10) working days written notice to the other. Upon early termination, LANDCOR's shall be paid in full for all services rendered and costs incurred, through the effective termination date.
10. **ARBITRATION AND LEGAL EXPENSES.** Any controversy of claim relating to this Agreement will be settled by arbitration upon the mutual agreement of the parties. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association in effect at the time of the arbitration, unless the parties mutually agree to conduct such arbitration by a different procedure. Judgment on the award or decision rendered may be entered in any court having jurisdiction over the matter. In the event of any legal action between the parties to enforce any of the terms of this Agreement, the party in whose favor judgment is rendered, shall be paid by the non-successful party all costs and expenses incurred, including a reasonable attorney's fee.
11. **LIMITATION OF LIABILITY.** LANDCOR's liability to the CLIENT for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
12. **BINDING EFFECT.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. If any of the provisions of this Agreement are declared invalid, such declarations shall not affect the validity of the remainder of this Agreement.
13. **LIMITATION OF FEES.** LANDCOR's fees shall be limited to the amount set forth on the reverse side. In the case of a lump sum fee, LANDCOR shall perform only the described services and its fee shall be the stated lump sum amount. In the case of a "not-to-exceed" fee, LANDCOR's estimate of the total fees is not a guarantee that all the described services can be performed for that amount but represents it good faith estimation of the approximate total fees that will be earned, based on the information available at the time. However, LANDCOR shall limit its services under this Agreement to the estimated amount. If all the services described are not completed, LANDCOR shall provide CLIENT with a revised estimate and proceed to completion only upon CLIENT's written authorization.
14. **OWNERSHIP OF DOCUMENTS.** All documents prepared by LANDCOR pursuant to this Agreement are prepared specifically for use in connection with this project. Originals of all such documents are and remain the property of LANDCOR. LANDCOR shall furnish CLIENT with sufficient copies of such documents for its purposes. All such documents are not intended or represented to be suitable for re-use by the CLIENT or others on extensions of this project or on any other work. The CLIENT may use such documents for other purposes without further compensation to LANDCOR; however, any re-use without written verification or adaptation by LANDCOR for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to LANDCOR. CLIENT agrees to indemnify and hold harmless LANDCOR from all claims, damage, losses and expenses, including attorney's fees, arising out of or resulting from the CLIENT's use of the documents for any purpose other than in connection with this project. Any verification or adaptation of the documents by LANDCOR for other purposes will entitle LANDCOR to further compensation as agreed upon between the parties.



STANDARD HOURLY RATES AND REIMBURSEMENT SCHEDULE
(Rates Effective thru 2025)

Civil and Survey Hourly Rates

Principal (PE)	\$170
Project Manager/Engineer (PE)/Surveyor (RLS)	\$155
Designers/CADD Technicians	\$115
One-Man Survey Crew	\$170
Two-Man Survey Crew	\$210
Office Survey Support	\$135
Administrative/Clerical	\$85

Other Standard Reimbursable Expenses

All reimbursable expenses, including, but not limited to the following, will be invoiced at cost plus 10%: postage/express mail and deliveries; copying/printing/reproductions; project-related mileage; parking; sub-consultants approved by Client in advance, and other expenses approved by Client in advance.



January 29, 2025
File Number: 250034

Attention: Anne S. DeBoard, PLA, ASLA
Kimley-Horn
1661 East Camelback Road, Suite 400
Phoenix, Arizona 85016

Re: Proposal for Geotechnical Subsurface Exploration
Paseo Trail Crossing Improvements
Chandler Boulevard and Cooper Road
Queen Creek Road and McQueen Road
Chandler, Arizona

ATEK Engineering Consultants, LLC (ATEK) is pleased to present this proposal to perform a geotechnical subsurface exploration at the above referenced site. This proposal is based on a request for proposal received via email on January 21, 2025.

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

PROJECT UNDERSTANDING

The proposed project consists of improvements to Paseo Trail located in Chandler, Arizona. The improvements include signalized crossing, new lighting and concrete pathways. It is anticipated that the crossing improvements will be located near the intersection of Chandler Boulevard and Cooper Road, and near the intersection of McQueen Road and Queen Creek Road.

COST AND SCHEDULE

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

Item	Cost
Geotechnical Subsurface Exploration	\$ 9,050.09

Work will be scheduled upon receipt of your authorization to proceed. We understand that the Client will provide access to the property. Once the Client has provided ATEK with access to the site, we estimate the geotechnical report will be complete within fifteen to twenty (15 to 20) working days following receipt of your authorization to proceed. If necessary ATEK can adjust the geotechnical exploration schedule to accommodate project requirements.

SCOPE OF SERVICES

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

- Perform a review of pertinent documents provided by the client regarding geotechnical information associated with the property;

- Perform a geotechnical site reconnaissance;
- Review available construction information for the proposed structure as it relates to the geotechnical characteristics of the site;
- Explore the existing subsurface conditions by drilling five (5) soil borings to a depth of thirty feet to determine information relative to subsurface soil conditions. The soil test borings will be advanced using a hollow stem auger to the proposed depth or auger refusal is encountered, whichever occurs first. Representative soil samples will be obtained between the surface and a depth of 2.5 feet, at 5 feet, and at 5-foot intervals thereafter using standard sampling procedures.

ASSUMPTIONS

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

- The project owner will provide right-of-entry and unrestricted access to all locations for borings.
- Locations of the borings will be checked by “AZ 811”. The client will provide any other possible utility or underground facility locations. Damage to unknown buried facilities, not detected through “AZ 811” or review of available utility maps provided to us, will not be the responsibility of ATEK.
- The Scope of Services included within our fee estimate does not include any services in connection with the discovery of potential contamination during our drilling and sampling operations. In the event that such material is suspected, we will notify you immediately for direction before proceeding on any out-of-scope services.
- All borings will be backfilled with the excavated materials.
- This proposal assumes that the site is accessible with a truck-mounted drill rig, under its own power, without the need for towing or pushing.
- This proposal includes drilling to a maximum depth of 30 feet below existing site grade, if deeper borings are required we will need to revise our Scope of Services and fee estimate.
- Any service or cost not specifically included in this proposal is not included in the Scope of Services and associated fee. Costs generated from any work requested by the client that is outside the above Scope of Services will be charged to the client.
- The above estimate applies to work performed within 60 days. After that time, we should review the proposal.

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

contents, chloride contents, pH and resistivity tests. All tests will be performed in general accordance with applicable ASTM procedures.

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

- A brief review of our field and laboratory procedures and all test results, including boring logs;
- A discussion of the general subsurface conditions including soil and groundwater conditions;
- A review of the proposed construction design conditions;
- Any unsatisfactory soil conditions (if applicable) and recommended remedial measures;
- A general evaluation of possible alternate foundation systems (if applicable), and a discussion of the recommended foundation system;
- Design criteria related to the recommended foundation system including allowable bearing pressure, minimum sizes, predicted performance and lateral earth pressures;
- Recommended construction procedures and quality control measures related to foundations and earthwork.

AUTHORIZATION

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

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

LIMITATIONS

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

TERMS AND CONDITIONS

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

NOTICES

Any notice required or permitted to be given under this proposal shall be in writing, shall specifically refer to this proposal, and shall be addressed to the appropriate Party at the addresses specified below. Notices shall be deemed to have been given for all purposes when received via email.

The contract administrator shall serve as the primary point of contact for all matters related to contract deliverables. All notices regarding deliverables, changes, or milestones shall be directed to the contract administrator with a copy to the ATEK representative.

Project Manager:

Antonio Lopez
111 S. Weber Dr., Suite 1
Chandler, AZ 85226
alopez@atekec.com

Contract Administrator:

Karina Ortega
111 S. Weber Dr., Suite 1
Chandler, AZ 85226
contracts@atekec.com

ATEK Representative:

Armando Ortega
111 S. Weber Dr., Suite 1
Chandler, AZ 85226
aortega@atekec.com

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

Sincerely,
ATEK Engineering Consultants, LLC.



Antonio Lopez, PE
Geotechnical Group Manager



Martin Ortega
Staff Professional

Enclosure: General Conditions 2025

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

By: _____
Kimely-Horn

Title: _____

Date: _____

ATEK GENERAL CONDITIONS (PROFESSIONAL SERVICES)

This PROFESSIONAL SERVICES AGREEMENT is made by and between Kimley-Horn hereinafter referred to as CLIENT, and ATEK Engineering Consultants, LLC, hereinafter called ATEK.

The PROFESSIONAL SERVICES AGREEMENT between the parties consists of these terms and conditions, the attached PROPOSAL identified as ATEK Proposal No. 250034, dated January 2, 2025, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this PROFESSIONAL SERVICES AGREEMENT must be mutually agreed to in writing.

SECTION 1 - SCOPE OF SERVICES

ATEK shall perform pursuant to the terms and conditions of this PROFESSIONAL SERVICES AGREEMENT the services as set forth in the accompanying PROPOSAL.

SECTION 2 - PERMITS & UTILITIES

1. Unless otherwise stated in the PROPOSAL, CLIENT shall apply for and obtain all required permits and licenses. CLIENT shall make all necessary arrangements for right of entry to provide ATEK access to the site for all equipment and personnel at no charge to ATEK.
2. ATEK will contact Blue stake prior to beginning field exploration services. While ATEK will take all reasonable precautions to minimize any damage to the property, CLIENT agrees to hold ATEK harmless for unknown buried facilities, not detected through "Blue Stake" or review of available utility maps provided to us, in the absence of willful and gross misconduct by ATEK.

SECTION 3 - SAMPLES

Samples collected during this study will be retained for approximately 30 days after the report is submitted and then disposed.

SECTION 4 - INVOICES

ATEK will submit an invoice to CLIENT each month. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date.

SECTION 5 - OWNERSHIP OF DOCUMENTS

1. All reports, field data, field notes, calculations, estimates and other documents prepared by ATEK, as instruments of service, shall remain the property of ATEK.
2. CLIENT agrees that all reports and other work furnished to CLIENT or his agents, which are not paid for, will be returned upon demand and will not be used by CLIENT for any purpose whatsoever.
3. ATEK will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to CLIENT at reasonable times.

SECTION 6 - DISPUTES

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the CLIENT and ATEK agree that all disputes arising between them out of or relating to this Agreement or the Project shall be submitted to non-bonding mediation unless the parties mutually agree otherwise.

SECTION 7 - STANDARD OF CARE & NOTIFICATION

1. Services performed by ATEK under this PROFESSIONAL SERVICES AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty express or implied is made.
2. ATEK agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies.
3. ATEK will be responsible for data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8 - LIMITATION OF LIABILITY

1. CLIENT agrees to limit ATEK's liability to CLIENT and all third parties arising from ATEK's negligent acts, errors or omissions, such that the total aggregate liability of ATEK to all those named shall not exceed our fees for the project or \$50,000, whichever is greater. Neither CLIENT nor any third parties assume any liability for damages to others, which may arise solely on account of ATEK's negligent acts, errors or omissions.
2. As part of the consideration ATEK requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against ATEK by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against ATEK or its successors or assigns and that no individual person shall be made personally liable or liable for damages, in whole or in part.

SECTION 9 - INSURANCE

ATEK represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that ATEK has such coverage under public liability and property damage insurance policies which ATEK deems to be adequate. Certificates for all such policies of insurance will be provided to CLIENT, if requested. Within the limits and conditions of such insurance, ATEK agrees to indemnify and hold CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by ATEK, its agents, staff, and consultants employed by it. ATEK shall not be responsible for any loss, damage or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.

SECTION 10 - TERMINATION

1. This CONSULTING SERVICES AGREEMENT may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the event of the parties' failure to agree upon an adjustment to this PROFESSIONAL SERVICES AGREEMENT in accordance with Section 6. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, ATEK shall be paid for services performed to the termination notice date plus reasonable termination expenses.
2. In the event of termination or suspension for more than three (3) months prior to completion of all reports contemplated by this PROFESSIONAL SERVICES AGREEMENT, ATEK may complete such analyses and records as are necessary to complete ATEK's Project files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of ATEK in completing such analyses, records and reports.

SECTION 11 - ENTIRE AGREEMENT

1. This PROFESSIONAL SERVICES AGREEMENT along with the exhibits and/or proposals appended hereto constitute the entire PROFESSIONAL SERVICES AGREEMENT of the parties with respect to the subject matter hereof.
2. The Parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this PROFESSIONAL SERVICES AGREEMENT which will become effective on the date signed by the CLIENT in the "acceptance" field in the proposal.

UTILITY POTHOLING COST PROPOSAL

Subsurface Utility Engineering (SUE)

Submitted To: Jason Fenner/Anne DeBoard
Kimley Horn
1661 East Camelback Rd. Suite 400
Phoenix, AZ 85016
Phone: (602) 930-7743
Email: fenner@kimley-horn.com

Date: February 11, 2025
Projects: Chandler Blvd. and Cooper Rd.
Queen Creek Road and McQueen Rd.
Location: Chandler, AZ

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	Permits: ROW & Traffic Control (Chandler)	1	LS	\$ 1,250.00	\$ 1,250.00
2	Utility Pothole up to 8' deep	4	Each	\$ 1,200.00	\$ 4,800.00
3	Signal Foundation Clearing Hole (10' max)	8	Each	\$ 1,250.00	\$ 10,000.00
4	Traffic Control	4	Day	\$ 1,375.00	\$ 5,500.00
5	Minimum Survey	1	LS	\$ 2,000.00	\$ 2,000.00
6	Police Officer for Intersection Work (within 500' of intersection)	8	hour	\$ 115.00	\$ 115.00

TOTAL: \$ 23,665.00

INCLUDES: Traffic Control, Removal of AC, Soft dig to find utility, spread sheet with utility info including location by RLS. Price for (Potholing Only) item 2 is not to exceed 2' wide and 8' deep. If trenching is required on a pothole location to an extent of more than 4' wide this will constitute a second hole billed. Dry hole is charged same as regular. Price includes backfill with 1/2 Sack ABC Slurry in pavement with cold patch, landscape areas backfilled with pea gravel/ABC. Test Holes in sidewalk/concrete will be repaced with non-shrink grout. NO PANEL REPLACEMENT This price includes single report compilation sheet. If individual reports are needed please add \$400.00 per test hole.

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

Terms: 30 DAYS

Respectfully Submitted,



Erin S. Kline, Principal
Horrocks LLC

ACCEPTED BY:

For:

Date:

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A