



**AMENDMENT NO. 4 TO
DESIGN SERVICES AGREEMENT**

**DELAWARE STREET PARKING LOT
PROJECT NO. ST2308.201**

Council Date: February 26, 2026

THIS AMENDMENT NO. 4 ("Amendment No. 4") to the professional services agreement dated March 31, 2023, (the "Agreement") is made by and between the City of Chandler, an Arizona municipal corporation, ("City") and Nfra, Inc., an Arizona municipal corporation, ("Consultant"), on this ____ day of _____, 2026, ("Effective Date" by Clerk). (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

- A. The Parties entered into the Agreement for Design Services ("Services") for the Delaware Street Parking Lot project.
- B. The Parties have determined that it is necessary and desirable for the Consultant to perform services for the City under the terms and conditions set forth in this Amendment No. 4 and the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained in the Agreement and this Amendment No. 4, the Parties agree to amend and modify the Agreement as follows.

SECTION I – CONSULTANT’S SERVICES

The Consultant’s Services are modified as described in the Exhibit "A" attached to and made part of this amendment by reference.

SECTION II – PERIOD OF SERVICE

The Period of Service is increased by 193 calendar days for a revised total of 1,286 calendar days.

SECTION III - PAYMENT OF COMPENSATION AND FEES

The consultant fees are increased by \$61,767 and will be payable in accordance with Exhibit "B" attached to and made part of this amendment by reference, for a revised total not to exceed \$336,139.

SECTION IV - CONFLICT AMONG DOCUMENTS

The Agreement, this Amendment No. 4, and any previous amendments constitute the complete agreement between the Parties concerning the subject matter of the Agreement and replace any prior oral or written communications between the Parties. If a conflict or ambiguity arises between the Agreement and this Amendment 4, the instrument in the following order prevails and controls: (1) this Amendment 4; (2) any previous amendments from most recent to oldest; and (3) the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 4 to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Amendment No. 4.

"CITY"
CITY OF CHANDLER

"CONSULTANT"
NFRA, INC.

Mayor

Randal Weyrauch January 27, 2026
Signature Date

RECOMMENDED BY:

Daniel Haskins January 27, 2026
Daniel Haskins, P.E.
CIP City Engineer

Randal Weyrauch
Print Name

Vice President
Title

rweyrauch@nfrainc.us
Signer Email Address

APPROVED AS TO FORM:

City Attorney *JMB*

ATTEST:

City Clerk Seal

AMENDMENT NO. 4 (cont.)
PROJECT: Delaware Street Parking Lot
PROJECT NO.: ST2308.201

These changes result in the following adjustments of Agreement amount and/or time:

Amendment authorized by Owner name: Daniel Haskins		Date: 1/13/2026
Consultant Contact Name: Randal Weyrauch		email: rweyrauch@nrainc.us
Original Agreement amount:	\$194,793.00	
Previous Amendment(s) total:	\$79,579.00	
Last Agreement amount approved by Council:	\$194,793.00	
This Amendment:	\$61,767.00	
This Amendment + previous Amendment(s) not approved by Council total:	\$141,346.00	
Revised Agreement total:	\$336,139.00	
Council Approval Required (yes indicates approval required)	Yes	No
Amendment(s) total over \$100,000:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Amendment(s) total causes Agreement to exceed \$100,000:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Agreement Time		
Notice to Proceed (NTP) date for Original Agreement:	3/23/2023	
Agreement time prior to this Amendment (including previous amendments):	<u>1.093</u> Calendar Days	
Net change resulting from this Amendment:	<u>193</u> Calendar Days	
Revised Agreement time (including this Amendment):	<u>1.286</u> Calendar Days	
Council Approval (if applicable)		
Council Approval Date: 2/26/2026		

cc: Project Manager, Consultant, Owner, File

EXHIBIT A
SCOPE OF WORK

EXHIBIT "A-1"
ST2308 - AMENDMENT #4
DELAWARE STREET PARKING LOT IMPROVEMENTS
WATERLINE REPLACEMENT
SCOPE OF SERVICES/SCHEDULE

1. PROJECT DESCRIPTION & SCOPE OF CONSTRUCTION:

- 1.1 Consultant will provide engineering services for the design, permitting, and development of construction documents to remove an existing 12" cast iron waterline and replace it with a new 12" DIP or PVC waterline from the existing 16" waterline located in Chandler Boulevard to the existing 12" waterline located in Commonwealth Avenue. New water service connections to the Information Technology, Development Services, and City Library buildings will be re-established as well as fire line connections to these buildings. New water service will be provided for the new landscape irrigation system on the east side of Delaware Street.
- 1.2 Design documents will include contractor requirements to prepare a MOPO that will keep water services and fire line connections to existing customers operational at all times during construction.
- 1.3 Consultant will provide all design services for the Project including, but not limited to civil engineering and potholing services for the waterline improvements.
- 1.4 Consultant will design the waterline improvements and submit pre-95% plans for an over the shoulder review. Subsequent 95% and 100% submittals will be combined with the parking lot documents for City review followed by final sealed documents. Comments received from each submittal will be resolved at comment resolution meetings prior to the next submittal.

2. ASSIGNMENT:

- 2.1 The design Agreement has been awarded to NFra Inc. based on their proposed personnel and specified subconsultants. Any deviations or substitutions of these team members must be pre-approved in writing by City. Those persons listed in Exhibit B-2 will perform those portions of the work listed therein.

3. PROJECT SCHEDULE:

- 3.1 Consultant must perform the services within the times set forth in the Revised Production Schedule included herein and made a part hereof by reference. See Exhibit A-2 for the Revised Production Schedule.
- 3.2 Consultant must adhere to the Production Schedule described herein and such schedule may not be modified or deviated from without written consent of City. Consultant must revise and submit for review an updated schedule whenever it is demonstrated that the time for completion of the Project Design or of any of the partial completion points listed in the schedule is delayed by two weeks or more. Such adjusted schedule will include a written explanation stating the reasons for the change and a plan for getting back on schedule. Consultant must take all reasonable actions necessary to get the project back on schedule and City will cooperate to assist Consultant.

4. QUALITY CONTROL:

- 4.1 Consultant will provide a quality control review at each submittal to ensure City guidelines, requirements and standards are being satisfied.

5. PRELIMINARY RESEARCH:

- 5.1 As and for preliminary research before preparing the project design, Consultant will investigate how the existing waterline will be replaced taking into consideration existing water service connections and traffic access within the project limits.

6. UTILITY / AGENCY COORDINATION:

- 6.1 Coordination with utility companies and agencies must be in accordance with the latest version of the "Public Improvement Project Guide" (PIPG).
- 6.2 Consultant must identify utility conflicts during the initial stages of the design process.
- 6.3 Consultant must coordinate the design and installation of the utilities, which includes, but is not limited to, services for electric, communications, water, storm drainage, irrigation and sanitary systems, etc.
- 6.4 Easements for these utilities must be identified early in the design stage of the project and necessary information provided to City's Real Estate Department to allow City to complete acquisition during the design phase. Easements are not anticipated since construction will be within City owned property.
- 6.5 Engineers employed by Consultant must provide the legal descriptions for the natural gas and electrical service easements. Easements are not anticipated since construction will be within City owned property.
- 6.6 Consultant must submit preliminary plans, specifications, and design calculations to utilities/agencies for review and use during their design for their service improvements or any necessary relocations.
- 6.7 Consultant must conduct utility meetings to coordinate relocations with utility/agency and establish relocation schedules.
- 6.8 Consultant must follow-up with the final design submittal for utility construction and coordination with the bid documents.
- 6.9 Consultant must incorporate the utility/agency private developer construction requirements into the bid documents.

7. GEOTECHNICAL INVESTIGATIONS / COORDINATION:

- 7.1 The geotechnical evaluation report that was completed for the parking lot design will be used as the basis for the waterline design.

8. DESIGN DEVELOPMENT (Over The Shoulder Review Prior to 95% Submittal):

- 8.1 Based on the approved Development Design Documents and any adjustments authorized by City in the program, schedule or construction budget, Consultant must prepare, for approval by City, Design Development Documents consisting of drawings and other documents to provide civil and other such elements as may be appropriate. Consultant will prepare plan and profile design sheets for the waterline replacement as

requested by the City and submit a pre-95% design for City approval on the concept. A comment resolution meeting will be held if needed after the review is complete. After all comments are addressed the project documents will proceed to the 95% stage.

9. DESIGN DEVELOPMENT - 95% Document Review:

- 9.1 Based on the pre-95% design comment resolutions, the Consultant will prepare 95% design plans and specifications for City review. Waterline plans will become part of the overall parking lot plan set and will be submitted and reviewed in accordance with the original scope of work. Consultant must do the following:
- a. Allow and invite the Owner's Representative to attend the regular scheduled design coordination meetings.
 - b. Include waterline technical specifications to project.
 - c. Prepare waterline plan and profile sheets and include with parking lot plans.
 - d. Update design schedule to include the waterline design.
 - e. Prepare construction cost estimate for the added waterline improvements.
 - f. Coordinate with the City, subconsultants, and utility companies on the waterline design additions.
- 9.2 See Attachment A for SafeSite Utility Services scope of work and fee proposal to provide up to 12 potholes to locate existing utilities. NFra will coordinate the project with SafeSite Utility Services to identify pothole locations for the waterline design.

10. DESIGN DEVELOPMENT - 100% Final Document Review:

- 10.1 Based on the resolution of the 95% comments, the Consultant will prepare 100% design plans, specifications, and estimates based on original scope of work. After all comments are addressed the project documents will be finalized and submitted for City review.
- 10.2 If an Approval to Construct (ATC) permit is required from the Maricopa County Environmental Services Department (MCESD), the original parking lot budget for reimbursable expenses will be used to cover the fees.

11. BID & AWARD (Sealed Final Documents) – Included with Original Design Scope:

- 11.1 After all the 100% comments are addressed the project documents will be finalized and sealed for bid advertisement per original scope of work.
- 11.2 Submit bid documents to Development Services for building permit. All plans, calculations and specifications will be stamped. The specifications will be 8-1/2" x 11" paper and pdf format. Plans will be black line prints and pdf format. Include original redline drawings and comments received from previous review along with a review summary indicating action taken.
- 11.3 Pick-up plan review final comments and prepare stamped pdf documents for reproduction. City will have the bid sets reproduced from these pdf's.
- 11.4 Assist the City in the preparation of the Bid Form.
- 11.5 Attend and participate at the pre-bid conference for the purpose of answering technical questions from potential bidders.
- 11.6 Assist City in the evaluation of "substitutions and or-equals" and make a recommendation to accept or decline.
- 11.7 Prepare addenda for review and approval by City. City will distribute.
- 11.8 If bids are 10% over or under the "engineers estimate", Consultant will be required to provide a detailed evaluation explaining differences. Then the documents will be modified and re-bid at no additional cost to City.

12. OWNER ALLOWANCES:

- 12.1 An owners allowance was established with Amendment #3 of the contract and may be used for additional services not identified or have been excluded in this scope of work but determined by the CITY to be required for completion of the project. All tasks completed under this allowance shall be identified and authorized by the CITY'S Engineering Project Manager in advance. Owner's Allowance shall only be used with prior written approval from the CITY representative. This work will be provided at the hourly rates shown in Exhibit B.

13. PERIOD OF SERVICE (MILESTONES):

- 13.1 Following receipt of a "Notice to Proceed" with the amended design work, Consultant must complete the design and have all documents ready for bidding within 1286 calendar days of the date indicated on the project Notice to Proceed. This assumes the amended design work will be CITY approved by March 5, 2026.
- 13.2 The Bid and Award period will be approximately 120 calendar days from sealed final plans being submitted to the CITY.
- 13.3 Consultant must complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A-2 attached herein. In the event delays are experienced beyond the control of Consultant, the completion date may be extended as mutually agreed upon by City and Consultant.

14. ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS:

- 14.1 The following tasks are assumptions, clarifications, or exclusions from this project:
- a. Application fees for CITY reviews and permits shall be paid by the CITY.
 - b. If an ATC permit is needed for the waterline improvements, the original budget for reimbursable expenses will be used to cover the permit fees. Modeling of the replacement waterline is not anticipated or required.
 - c. Public outreach efforts, including public meetings are not required.
 - d. Environmental Site Assessment and Environmental Clearance are not required.
 - e. Post Design Services other than those listed in Task 12 of the original contract are excluded.
 - f. APS will remain overhead along the east side of Delaware Street.
 - g. The new waterline alignment will be placed in same trench as existing waterline alignment which is located east of Delaware Street's back of curb. Existing cast iron waterline will be removed.
 - h. Geotechnical evaluation report that was completed for the parking lot is sufficient for the waterline design.
 - i. Existing survey limits are adequate for the waterline design. If needed, the remaining budget for CRS (\$660) and/or owner's allowance will be used for supplemental survey.
 - j. Schedule assumes City reviews will be completed within 4 weeks and Amendment #4 will be approved by the City by March 5, 2026.
 - k. SRP property use license can be obtained within two months of 100% comment resolution meeting.

City of Chandler

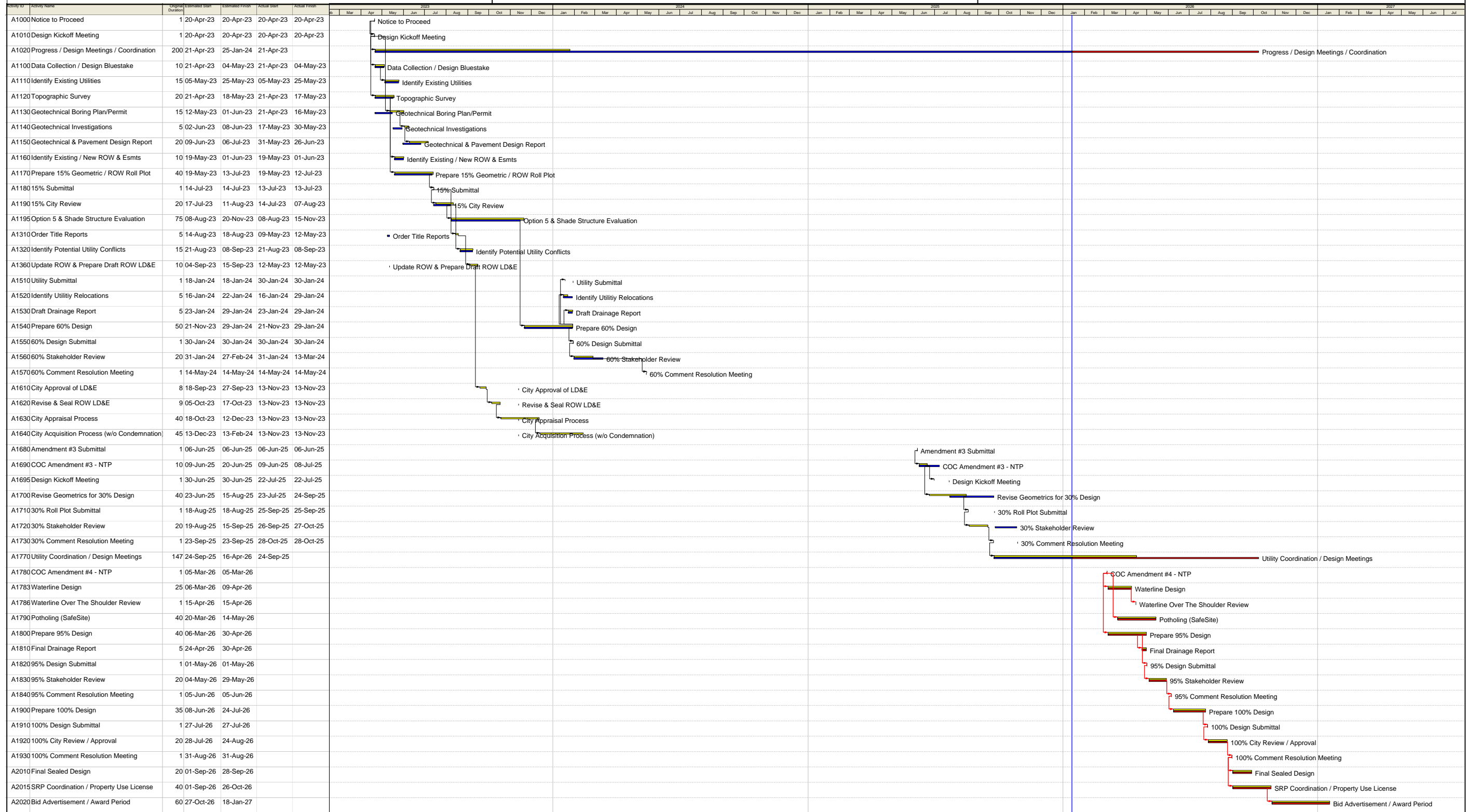
Project No. ST2308

Project Design Schedule

Delaware Street Parking Lot

Exhibit A-2

14-Jan-26 10:17



█ Primary Baseline
 █ Remaining Work
 ◆ Milestone
 █ Actual Work
 █ Critical Remaining Work
 ◆ Milestone
 ▶ Summary

ATTACHMENT A



ESTIMATE

Safe Site Utility Services LLC

Company Address	7623 N 73rd Dr Glendale, Arizona 85303	Created Date	11/26/2025
Phone	(602) 606-8882	Quote Number	00007114
Email:	Bids@safesitellc.com	Opportunity	OP25-11403
Licenses:	AZ: ROC 211956 / NV: NSC 0078575	Expiration Date	2/24/2026

Customer Information

Opportunity Name	COC ST2308 Delaware St	Phone	602.703.3293
Contact Name	Randy Weyrauch	Email	rweyrauch@nfrainc.us
Account Name	NFra, Inc.	Billing Address	77 E Thomas Rd, #200 Phoenix, AZ 85012

Work Site Info

Site Address Delaware Street, Chandler, AZ

Scope of Work

Description Perform Approx. (12) (S.U.E Quality Level A) Utility Test Holes to confirm utility conflicts. A full test hole summary report will be provided to include survey coordinates and elevations. These fees should be considered as an estimate or budgetary figure to be reviewed once the final pothole locations are determined.

Additional Terms

- Pricing assumes that Safe Site Utility Services will be able to perform Core & Reinstatement restoration on all in road utility test holes.
- Additional utilities beyond target utility found and documented in a test hole will be charged at \$115 each.
- Client will provide CAD project file(s) that include horizontal datum and vertical control information so that our RLS can establish the correct datum/control when surveying field results. If not provided prior to our surveying, we will establish the datum/control to be used for the deliverables. If requested, Safe Site can convert to Client's project datum after deliverables are provided for a fee of \$465.
- Pricing assumes that we will have access allowing us to maneuver our truck to within 15' of hole(s) to be excavated.
- Should caliche, tree roots, concrete, rocks in excess of 6" diameter, or other materials encumber vacuum excavation, work will be halted and referred back to Client for alternative solutions which may include authorization to continue work at Hourly Rate of \$285 per hour.

Product	Line Item Description	Sales Price	Quantity	Total Price
Excavating Test Holes up to 8' in Depth	Per Utility Test Hole (Pothole)	\$730.00	12.00	\$8,760.00
Traffic Control		\$4,140.00	1.00	\$4,140.00
Police Support	(If Needed)	\$3,146.00	1.00	\$3,146.00
Back-fill - Flowable Slurry	1/2 Sack Slurry	\$3,312.00	1.00	\$3,312.00
Reinstatement of Cores per MAG Spec 212-B	Per Core and Reinstatement (Min. of 3)	\$275.00	12.00	\$3,300.00
Survey & Stamped Report		\$943.00	1.00	\$943.00
CAD Services	Associated Survey: CAD Processing/Deliverable	\$230.00	1.00	\$230.00

Totals

Total Price \$23,831.00

ATTACHMENT A

New Customer Policy - Full payment will be required upon completion of the services via credit card that has been pre-authorized. If charges for services are anticipated to be in excess of \$1000, we will require a 35% retainer to be paid prior to commencement of services. Retainer payment can be made via check, ACH or credit card. If by credit card a 3% processing fee will be added.

DISCLAIMER: Safe Site will exercise its due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of above ground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conducive to GPR scans, Safe Site cannot guarantee that all utilities will be found. Please observe a buffer zone equal to 2 feet either side of our markings. Markings are only good for a period of 14 days. Please call us for remarking should your job extend beyond that time frame.

The Proposal/Quote is hereby accepted according to the Scope of Work, Fees and Terms and Conditions contained herein. Safe Site Utility Services, LLC is authorized to proceed with the work described and invoice Client upon completion.

Randal Weyrauch  Digitally signed by Randal Weyrauch
DN: c=US, E=weyrauch@trancus.com,
OU=Safe Site Inc., CN=Randal Weyrauch
Date: 2023.12.01 08:18:08-0700

12/2/25

Signature

Date

Randal Weyrauch

Printed Name

**EXHIBIT B
FEE SCHEDULE**



NFra Inc., 77 East Thomas Road, Suite 200; Phoenix, Arizona 85012 • 602.277.0967

a transportation engineering firm

EXHIBIT "B-1"
Fee Summary by Task
Amendment #4

DELAWARE PARKING LOT FEE SUMMARY

TASK	TASK DESCRIPTION	SUBS	FEES
	Base Contract - NFra Inc.		
Task 3.0	Project Schedule		\$424.00
Task 4.0	Quality Control		\$811.00
Task 5.0	Preliminary Research / Evaluation		\$1,124.00
Task 6.0	Utility / Agency Coordination		\$4,884.00
Task 8.0	Design Development (Pre-95%)		\$15,284.00
Task 9.0	Design Development (95%)		\$4,208.00
Task 10.0	Design Development (100% Design)		\$11,201.00
	Base Contract Subtotal (NFra Fee)		\$37,936.00
	Base Contract - Subconsultants		
Task 9.2	SafeSite Utility Services - Potholing	SafeSite	\$23,831.00
	Base Contract Subtotal (Subconsultant Fee)		\$23,831.00
	Total Base Contract Fee		\$61,767.00
	TOTAL CONTRACT FEE		\$61,767.00



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EXHIBIT "B-1"
 Lump Sum Cost Per Task
 Amendment #4

<u>TASK DESCRIPTION</u>	<u>SUBTOTAL</u>
Task 1.0 Project Description & Scope of Construction	
Task 2.0 Assignment	
Task 3.0 Project Schedule	\$ 424.00
3.1 Production Schedule	\$ 424.00
Task 4.0 Quality Control	\$ 811.00
4.1 Quality Control Review at Each Submittal	\$ 811.00
Task 5.0 Preliminary Research / Evaluation	\$ 1,124.00
5.1 Perform Document Search and Research	\$ 1,124.00
Task 6.0 Utility / Agency Coordination	\$ 4,884.00
6.1 Utility Coordination / City Coordination	\$ 2,494.00
6.2 SRP Irrigation Coordination / Property Use License	\$ 2,390.00
Task 7.0 Geotechnical Investigations / Coordination	
Task 8.0 Design Development (Pre-95%)	\$ 15,284.00
8.1 Pre-95% Design	\$ 15,284.00
Task 9.0 Design Development (95%)	\$ 4,208.00
9.1 95% Design	\$ 4,208.00
Task 10.0 Design Development (100%)	\$ 11,201.00
10.1a Waterline Sheets (Cover, Notes, Details, P&P - 3)	\$ 5,332.00
10.1b Construction Cost Estimate	\$ 562.00
10.1c Specifications	\$ 2,322.00
10.1d Submittals	\$ 1,124.00
10.1e Comment Resolution Meetings	\$ 1,124.00
10.1f Pothole Evaluation / Plot Data / Plan Updates	\$ 737.00
Subconsultant Tasks	\$ 23,831.00
9.2 SafeSite Utility Services (Potholing)	\$ 23,831.00
TOTAL FEE	\$ 61,767.00



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EXHIBIT "B-2"
Hours and Rates
Amendment #4

	Project Manager	Senior Engineer	Designer / Technician	< PROJECT ROLE	
	\$ 212.00	\$ 175.00	\$ 123.00	< HOURLY RATES	
TASK DESCRIPTION				TOTAL HOURS PER TASK	
Task 1.0 Project Description & Scope of Construction					
Task 2.0 Assignment					
Task 3.0 Project Schedule	2	0	0		2
3.1 Production Schedule	2	0	0	2	
Task 4.0 Quality Control	3	1	0		4
4.1 Quality Control Review at Each Submittal	3	1	0	4	
Task 5.0 Preliminary Research / Evaluation	2	4	0		6
5.1 Perform Document Search and Research	2	4	0	6	
Task 6.0 Utility / Agency Coordination	8	14	6		28
6.1 Utility Coordination / City Coordination	4	8	2	14	
6.2 SRP Irrigation Coordination / Property Use License	4	6	4	14	
Task 7.0 Geotechnical Investigations / Coordination					
Task 8.0 Design Development (Pre-95%)	4	60	32		96
8.1 Pre-95% Design	4	60	32	96	
Task 9.0 Design Development (95%)	2	16	8		26
9.1 95% Design	2	16	8	26	
Task 10.0 Design Development (100%)	16	39	8		63
10.1a Waterline Sheets (Cover, Notes, Details, P&P - 3)	4	20	8	32	
10.1b Construction Cost Estimate	1	2	0	3	
10.1c Specifications	6	6	0	12	
10.1d Submittals	2	4	0	6	
10.1e Comment Resolution Meetings	2	4	0	6	
10.1f Pothole Evaluation / Plot Data / Plan Updates	1	3	0	4	
Totals	37	134	54		225

Team Member / Title	Project Manager	Senior Engineer	Designer / Technician
Randy Weyrauch	X		
Kevin Thomas		X	
Ken Ruffennach		X	
Ajay Mothukuri			X



NFra Inc. 77 East Thomas Road, Suite 200; Phoenix, Arizona 85012 • 602.277.0967
 a transportation engineering firm

EXHIBIT "B-3"
Detail of Subconsultants Design Fee
Amendment #4

Delaware Parking Lot		
	SUBCONSULTANT TASKS	Subs Fee
Task 9.2	Attachment A	
9.2	SafeSite Utility Services (Potholing)	\$23,831.00
TOTAL SUBCONSULTANT FEES		\$23,831.00