



**PROFESSIONAL SERVICES AGREEMENT
PRE-DESIGN SERVICES**

WARNER ROAD IMPROVEMENTS PROJECT ASSESSMENT (PRICE RD TO MCQUEEN RD)

PROJECT NO. ST2603.101

Council Date: June 11, 2026

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2026, ("Effective Date"), by and between City of Chandler, an Arizona municipal corporation, ("City"), and TYP SA, Inc., an Arizona corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide pre-design services for Warner Road Improvements Project Assessment (Price Rd to McQueen Rd) project ("Project") as more fully described in Exhibit "A" ("Services"), 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 235 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 \$497,505.12 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:

City:	To	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: Ray Dovalina, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3314 Email: Ray.Dovalina@chandleraz.gov		
To Consultant:	LEGAL COMPANY NAME:	TYP SA, Inc.		
	Mailing Address:	501 North 44th Street, Suite 300 PHOENIX, AZ, 85008		
	Physical Address:	501 North 44th Street, Suite 300 PHOENIX, AZ, 85008		
	Statutory Agent Name:	Kara Strong		
	Statutory Agent Mailing Address:	501 North 44th Street, Suite 300 PHOENIX, AZ, 85008		
	Statutory Agent Physical Address:	501 North 44th Street, Suite 300 PHOENIX, AZ, 85008		
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE			
	Name:	Ronald Szwiec, Jr.		
	Title:	Vice President		
	Phone:	602-454-0402		
	Email:	rszwiec@typsa.com		

5.2 Records/Audit. Records of Consultant's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between City and Consultant must be kept on the basis of generally accepted accounting principles and must be made available to City and its auditors for up to three years following City's final acceptance of the services under this Agreement (this requirement is increased to five years if construction of this project is federally funded). City, its authorized representative, or any federal agency, reserves the right to audit Consultant's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from Consultant following final Agreement payment on this Agreement if, upon audit of Consultant's records, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data. Consultant will include a similar provision in all of its Agreements with subconsultants who provide services under the Agreement to ensure that City, its authorized representative, or the appropriate federal agency, has access to the subconsultants' records to verify the accuracy of all cost and pricing data. City reserves the right to decrease Agreement price or payments made on this Agreement or request reimbursement from Consultant following final payment on this Agreement if the above provision is not included in subconsultant

agreements, and one or more subconsultants refuse to allow City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

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

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

5.5 Indemnification. To the extent permitted by law, the Consultant ("Indemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("Indemnitee") from any and all claims, actions, liabilities, damages, losses or expenses

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

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

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

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

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

5.10 Completeness and Accuracy of Consultant's Work. Consultant must be responsible for the completeness and accuracy of Consultant's services, data, and other work prepared or compiled under Consultant's obligation under this Agreement and must correct, at Consultant's expense, all willful or negligent errors, omissions, or acts that may be discovered. Correction of errors disclosed and determined to exist during any construction of the project on

architectural or engineering drawings and specifications must be accomplished by Consultant. The cost of the design necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional construction costs caused by such engineering or architectural errors will be chargeable to Consultant and will not be considered a cost of the Work. The fact that City has accepted or approved Consultant's work will in no way relieve Consultant of any of Consultant's responsibilities.

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

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

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

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

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

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

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

Party within ten days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

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

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

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

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

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

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

5.24 Disclosure of Information Adverse to City's Interests. To evaluate and avoid potential conflicts of interest, Consultant must provide written notice to City, as set forth in this Section,

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

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

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE



TYP SA, Inc.
501 N. 44th Street, Suite 300
Phoenix, Arizona 85008
P: 602.454.0402 | F: 602.454.0403
www.typsa.us

Revision #2
April 7, 2026
Mr. Ray Dovalina, PE
Project Manager – Engineer
City of Chandler Public Works & Utilities Department
975 East Armstrong Way
Building L
Chandler, AZ 85286

Subject: Warner Road Project Assessment
City of Chandler Project No. ST2603.101

Dear Mr. Dovalina:

TYP SA appreciates the opportunity to submit our proposal for design services for the City of Chandler (CITY) Warner Road Project Assessment. Our fee to provide services is based on the information discussed at a scoping kickoff meeting held on January 16, 2026, your email received on March 3, 2026, our meeting on March 16, 2026, and the scope of work enclosed.

We look forward to the successful completion of this task. If you have any questions or need additional information, please contact Tracy Eberlein at (602) 770-4734 or teberlein@typsa.com.

Sincerely,
TYP SA

A handwritten signature in black ink, appearing to read "Ronald Szwiec, Jr.", written in a cursive style.

Ronald Szwiec, Jr., PE
Vice President

Exhibit A: Scope of Work
Exhibit B: Compensation and Fees
Exhibit C: Subconsultant Cost Proposals

PROJECT DESCRIPTION

TYPSA will provide preliminary engineering services for the development of a Project Assessment (PA) report to evaluate traffic capacity, traffic operations, safety, access management, and R/W needs on Warner Road, between Price Road and McQueen Road in order to make recommendations for future improvements. See Vicinity Map on next page for the project limits.

This PA includes development of a preliminary roadway concept based on the City of Chandler (CITY) standard major arterial cross section as well as evaluating the intersections of Warner Road/Dobson Road, Warner Road/Alma School Road, Warner Road/Arizona Avenue and Warner Road/McQueen Road. TYPSA will work with city staff to identify future ITS enhancements, multi-modal enrichments and the potential for access management improvements. The segment is proposed to be widened from 4-thru lanes to 6-thru lanes. Improvements may include additional lanes, a multi-use pathway, median improvements, bus pads, streetlights, additional pedestrian facilities and landscaping. The project will also include data collection, utility coordination, public engagement, preliminary environmental assessment, traffic analysis, PA memorandum and 15% roll plots. Final design of the intersection of Warner Road and Arizona Avenue will be completed as a contract modification.

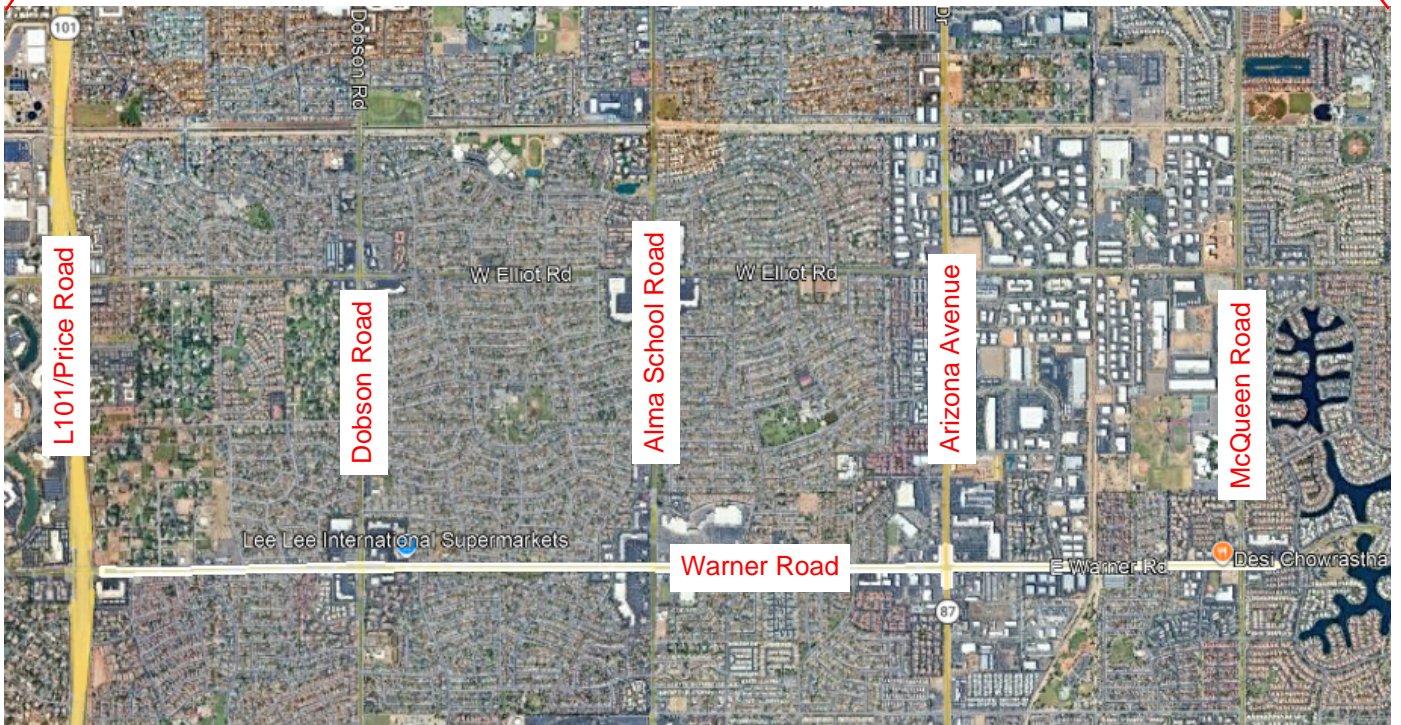
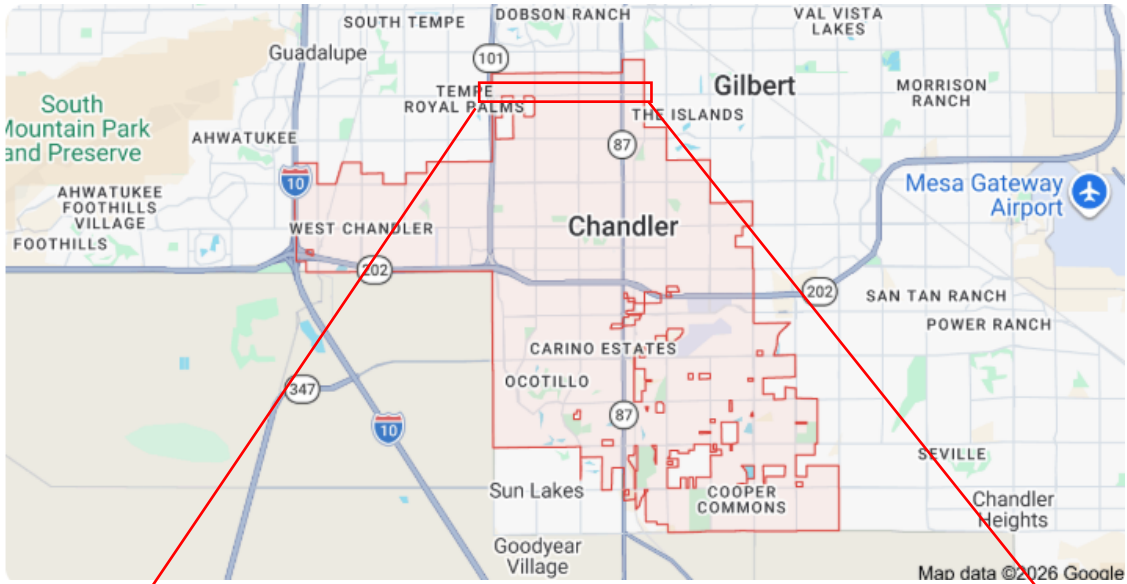
This project is included in the City's 2020 Transportation Master Plan and is programmed in the Maricopa Association of Governments (MAG) Regional Arterial Life Cycle Program (ALCP), which is funded by the Regional Area Road Fund (RARF), which is not federal funding. The overall project will use Proposition 479 regional funds.

TYPSA shall perform the specific Project Tasks outlined in this scope of services.

DESIGN STANDARDS

All work shall conform to the latest edition and amendments of the CITY's Unified Development Manual (UDM), MAG Uniform Standard Specifications and Details for Public Works Construction, Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD), and AASHTO Policy on Geometric Design of Highways and Streets unless specifically noted otherwise.

Project Vicinity Map



PROJECT TASKS

1. DATA COLLECTION

i. Task 1.1: Collect and Review Existing Records

- i. TYP SA shall request and obtain, and CITY shall provide at no cost to TYP SA 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. TYP SA shall keep a log and copy of all information collected through the duration of the project, including photos, as-builts, reports, and other documents provided from CITY, stakeholders, utility companies, external agencies, and developers.

2. PUBLIC UTILITY COORDINATION

The purpose of this scope of work is to develop a concept-level understanding of existing wet and dry utility infrastructure within the Warner Road corridor, from Price Road to McQueen Road, in order to inform future transportation, multimodal, drainage, and streetscape planning efforts. This work is intended to identify potentially fatal utility conflicts, relocation risks, capacity constraints, allowing the CITY to make informed decisions regarding project feasibility, phasing, and cost exposure prior to advancing into detailed design.

This scope is expressly not intended to constitute final engineering design. No construction staking, final alignment determination, or design-level utility verification is included. Findings and recommendations will be suitable for planning, budgeting and decision-making purposes only, and will be documented with appropriate assumptions and limitations.

i. 2.1 Data Collection & Records Research

- i. The initial phase of work will focus on a comprehensive desktop review and compilation of available utility records to establish a baseline understanding of existing wet and dry utilities within the corridor. This effort will emphasize efficiency and cost-effectiveness while maximizing the use of existing, authoritative data sources.

ii. 2.1 Existing Utility Records Compilation

- i. Available utility records will be collected, reviewed, and geo-referenced to the extent practicable for all known wet and dry utilities within the project limits. The intent is to create a consolidated, corridor-wide utility picture that supports early identification of congestion, conflicts, and coordination needs.
- ii. Wet utilities to be evaluated include, but are not limited to:
 1. Water distribution and transmission mains, valves, hydrants, and service laterals
 2. Sanitary sewer mains, manholes, force mains, and associated appurtenances
 3. Reclaimed water facilities, where present
 4. Storm drain infrastructure, including trunk lines, laterals, inlets, culverts, and major crossings
- iii. Dry utilities to be evaluated include, but are not limited to:
 1. Electric utilities, both overhead and underground
 2. Natural gas distribution facilities
 3. Telecommunications infrastructure, including fiber, copper, and cable systems
 4. Traffic signal interconnect, ITS conduit, pull boxes, and associated infrastructure
 5. Street lighting and decorative lighting systems

- iv. Utility information will be compiled from a variety of available sources, including:
 - 1. CITY utility GIS databases (City of Chandler Web Application for Mapping)
 - 2. Available as-built drawings and record plans
 - 3. Capital project record drawings and prior improvement plans
 - 4. Regional utility datasets, where available and applicable
 - 5. Utility owner plan sets, system maps, and publicly available service records
- v. All compiled utility data will be reviewed for consistency, completeness, and apparent reliability. Where discrepancies or gaps are identified, they will be documented and carried forward for further evaluation in subsequent phases.

Deliverable:

A Preliminary Utility Base Map based on a records-based Quality Level D review. This mapping will serve as the foundational reference for subsequent utility conflict screening and risk assessment.

3. MEETINGS**i. Task 3.1: Monthly Progress Meetings**

- i. This task includes one kick off meeting and up to eight (8) monthly general progress meetings for up to 8 months. TYP SA anticipates a maximum of four (4) personnel attending the Progress Meetings.
- ii. TYP SA 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 up to two half-hour phone call or virtual meeting updates with CITY per month (16). TYP SA anticipates a maximum of two (2) personnel attending the Phone Call Updates.

ii. Task 3.2: Comment Resolution Meetings

- i. Meetings shall be held no later than one month after redlines are returned to TYP SA at each submittal, initial and final. TYP SA anticipates a maximum of five (5) personnel attending two (2) comment resolution meetings. Comment Resolution Meetings are for both internal and external agency reviews.

iii. Task 3.3: Coordination/Stakeholder Meetings

- i. TYP SA will attend up to five (5) coordination meetings with stakeholders (Town of Gilbert, ADOT, utilities, etc.)

4. PUBLIC ENGAGEMENT**i. Task 4.1: Public Engagement Support**

Avenue Consultants will be responsible for the following public engagement related activities. For purposes of this project, public engagement refers to the community, area residents, area visitors, and locally adjacent businesses along the corridor. TYP SA shall coordinate all work completed by subconsultant.

- i. Project Advertising and Engagement Materials —Avenue Consultants will develop website text and work with the CITY Communications and Information Technology teams to establish a project website hosted on the CITY servers. Avenue Consultants will develop a survey to be hosted on the project website. Avenue Consultants will develop a survey to be hosted on the project website.
- ii. Avenue Consultants will coordinate with the CITY to support the Transportation Commission meeting with project materials. Avenue Consultants will prepare content for an online comment map to be hosted on the CITY project website to gather comments from the public.

- iii. Avenue Consultants will attend and present at up to two (2) of the City's Transportation Commission meetings or City Council Sessions as needed, including preparation of a brief presentation of the project progress and findings. Up to one (1) staff will attend these meetings.

5. PROJECT MANAGEMENT

i. Task 5.1: Project Monitoring

- i. Prepare regular monthly progress reports
- ii. Perform regular budget monitoring
- iii. Pay applications will be submitted monthly. Invoices will be broken down to the same level of detail as the attached fee schedule.
- iv. Perform regular schedule monitoring
- v. TYP SA 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.
- vi. The following is the project schedule that TYP SA shall manage and maintain. TYP SA shall revise and submit for review an updated schedule whenever completion of the PA, 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. TYP SA shall take all reasonable action necessary to get the project back on schedule and CITY shall cooperate to assist TYP SA.

Notice to Proceed (NTP) – April 2026

Data Collection/Survey – April 2026

Initial Traffic Analysis – July 2026

Final Traffic Analysis – August 2026

Initial Project Assessment, & Recommended Alternative Plans – September 2026

Final Project Assessment & Recommended Alternative Plans – November 2026

ii. Task 5.2: Design Quality Control Plan

TYP SA shall institute and comply with the Design Quality Control Plan established for the project.

iii. Task 5.3: Manage Sub-Consultants

TYP SA shall monitor all sub-consultants schedule and work products and ensure that all activities are coordinated.

6. DESIGN SURVEY

i. Task 6.1: Design Survey

- i. The survey and mapping for this project will be combined efforts from both TYP SA and Aerotech Mapping (Aerotech). See attached for Aerotech Mapping Scope and Fee.
 - ii. TYP SA will set approximately 30-40 panel points within the project to be used for aerial control. The survey will be based on the horizontal and vertical datums accepted by the CITY based upon NAD83 2011 Epoch (2010) for Horizontal and NAVD88 for Vertical.
- ii. The topographic survey will be performed using aerial mapping. The survey shall be conducted in accordance with the engineering needs of the project. Underground utility information will not be gathered at the time of survey, corners will not be set as a part of this survey, and a Results of Survey will not be recorded.**

- i. Aerotech will perform an aerial topographic survey along Warner Road beginning approximately 100 feet East of AZ SR101 Loop and extending East to approximately 700 feet East of the Intersection of McQueen Road. The survey will also extend North and South of the intersection of Arizona Avenue (SR87) approximately 500 feet. The aerial survey limits will extend from R/W to R/W, with an approximate width of 150' total. Aerotech will provide the following deliverables to TYP SA: 2 AutoCAD Civil3d files, 1 containing topo and planimetrics and another containing the surface DTM. Aerotech will also be providing a PDF version of the Topo, Orthophoto Imagery in TIFF format and reports containing the Aerotriangulation.
- ii. TYP SA will prepare a right-of-way base map in AutoCAD/Civil 3D format. All centerline, right of way line, and parcel information will be compiled from GIS data and will be provided by the City of Chandler. TYP SA will not be locating any centerline control and will not be preparing a full right-of-way and centerline survey. Final deliverables will include an AutoCAD/Civil 3D drawing with a surface, an ascii file of the points surveyed, the orthometric photo, and copies of any field notes.

7. GEOTECHNICAL

Pavement assumptions will rely on existing City data and available historical records. No subsurface investigation will be performed as part of this project.

8. ENVIRONMENTAL

i. Task 8.1: Hazardous Materials Review

- i. TYP SA shall conduct an online review of potential hazardous materials for the corridor and include text as part of the PA.
- ii. An aerial review will be conducted, no fieldwork will be completed as part of the PA.
- iii. Phase I Environmental Site Assessment (ESA) or Preliminary Initial Site Assessment (PISA) and hazardous materials testing is not part of the PA scope and would be completed as part of the future final design.

ii. Task 8.2: Biological Resources Memorandum

- i. TYP SA 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. TYP SA will complete an aerial review and provide biological resources summary in the PA. Should further documentation be required, TYP SA will provide a scope and fee for this additional task at the request of the CITY.

iii. Task 8.3: Cultural Resources

- i. TYP SA will conduct a cultural resource records review. This review will identify the type, location, and distribution of previously recorded cultural resources and gather information on past cultural resource projects in the vicinity. The records review will include a 1/2-mile buffer around the project area. TYP SA archaeologists will consult records from AZSITE, Arizona's online cultural resources database, the Archaeological Records Office at the Arizona State Museum (ASM), General Land Office historic plats filed with the BLM, historic U.S. Geological Survey topographic maps, historic aerial photographs, the National Register of Historic Places, and the Arizona Register of Historic Places.
- ii. Because the project area is located within CITY right-of-way, the project is required to

comply with the Arizona Antiquities Act (ARS 41-481 et seq.). TYPASA holds an Arizona Antiquities Permit (2025-038bl) for conducting non-collection surveys within the State of Arizona.

- iii. TYPASA will not prepare a Class I Report and will include a summary of research in the PA.
- iv. At this time a Class III Cultural Resource Survey report is not required. If it is determined that a survey will be required, a modification will be prepared.
- v. Background research will result in 20 records, sites, and project combined.

iv. Task 8.4: Environmental Overview

- i. Environmental overview text will be included in the PA. Text will include: biology resource, cultural resources, hazardous materials, water resources, floodplain encroachment, farmlands, and AZPDES permit
- ii. No federal funding is anticipated for this PA or for final design and construction.

9. PROJECT ASSESSMENT, 15% ROLL PLOTS AND ESTIMATE

i. Task 9.1: Traffic Analysis and Report

- i. Existing traffic data including the approach and intersection counts will be obtained from CITY. If the traffic data is older than the year 2025, traffic growth factor will be applied to grow the existing conditions dataset for 2026.
- ii. TYPASA will request from MAG the daily travel demand model (TDM) volumes for the roads within the project limits for the existing (2025) and future (regional model.).
- iii. The CITY will provide available AM and PM peak hour Synchro models and current signal timing information for the signalized project intersections. TYPASA will confirm the project intersection geometry and signal data shown in the Synchro models reflect current conditions.
- iv. Analysis of Existing Conditions - TYPASA will conduct traffic analysis for weekday AM and PM peak hours using the Synchro traffic model provided by the CITY and peak hour volumes. TYPASA will identify geometric and/or operational deficiencies during the AM and PM peak hours at the project intersections. An overall intersection level of service (LOS) of "D" or better is considered acceptable for the signalized project intersections.
- v. Analysis of Future Conditions at major intersections - TYPASA will conduct design year traffic analysis for the future "no-build" conditions (i.e., assuming existing geometry). TYPASA will develop future daily and AM and PM peak hour volumes from the MAG future travel demand model peak hour volumes. TYPASA will identify geometric and/or operational deficiencies during the AM and PM peaks hours at the signalized project intersections. The existing intersections of Warner Road/Dobson Road, Warner Road/Alma School Road are fully widened and will be excluded from further analysis and improvements. Warner Road/ McQueen Road intersection will also be excluded as this was evaluated as part of an adjacent project along McQueen Road. An overall intersection LOS of "D" or better is considered acceptable for the signalized project intersections.
- vi. Warner Road corridor evaluation: TYPASA will use the MAG travel demand model to determine the daily traffic volumes projected for the corridor. The service volumes thresholds presented in the Chandler Transportation Master Plan will be used to determine the corridor needs (four-lanes vs six-lanes).
- vii. Alternatives Development and Evaluation - TYPASA will conduct design year traffic analysis for two 2050 future "build" alternatives at the intersections of Warner Road/Arizona Avenue and Warner Road/McQueen Road. TYPASA will identify recommended geometric and operational improvements, taking into consideration

- operational and safety benefits as well as adverse impacts in terms of right-of-way, relative cost, and other impacts.
- viii. Crash Analysis - TYP SA will obtain from ADOT the latest available five full calendar years of crash data for the project intersections and the portions of Warner Road in between the project locations, to conduct a crash analysis and summarize the crash data at each location by severity and type. TYP SA will also develop text, tables, and/or figures to describe the findings of the crash analysis to identify crash patterns and potential mitigation measures.
 - ix. Access Control Management - TYP SA will also provide recommendations regarding access control management strategies that balance the need to provide access to adjacent land and roads with the need to promote safe and efficient operations. TYP SA will provide recommendations for the intersection of Warner Road/ Alma School Road for raised medians and potential impacts.
 - x. Traffic Report - TYP SA will prepare a draft Traffic Report that summarizes the findings of the traffic analysis conducted on existing and future traffic conditions and provides recommendations on road segment and intersection geometry to promote safe and efficient traffic operations through the design year. The draft Traffic Report will be submitted to the CITY in PDF format for one round of review. A sealed final Traffic Report that addresses any comments received from the CITY on the draft Traffic Report will be submitted to the CITY.

ii. Task 9.2: Alternative Development/Evaluation

- i. TYP SA shall produce an initial layout showing the CITY standard typical section per C-203 (Major Arterial) and standard intersection per C-223 (Major/Major Arterial Interjection) applied to the full project limits. This standard layout will assume symmetrical widening throughout the corridor.
- ii. TYP SA shall evaluate alternative typical sections, alignments, and intersection layouts as described below. Alternative evaluation will not proceed until preliminary traffic analysis is completed and the CITY has confirmed the proposed alternatives to study during the Design Kickoff Meeting.
 - 1. Warner Road - Existing roadway outer curb width is minor arterial (4-lanes) and proposed project is major arterial (6-lanes) typical section (C-203). There are existing major utilities and right-of-way impacts along the corridor. TYP SA will evaluate one alternative to the standard typical section, including removing bike lanes from the roadway and adding a multi-use pathway.
 - 2. Warner Road/ Alma School Road – TYP SA will evaluate installation of raised medians at the intersection and related impacts. Evaluate up to two options to reduce impacts.
 - 3. Warner Road/Arizona Avenue and Warner Road/McQueen Road Intersection(s) - Existing intersections are missing dedicated right-turn lanes on one or more legs and have single left turn lanes in all directions. Evaluate up to two (2) non-standard options to reduce impacts, such as shifting the roadway alignments, reducing lane and/or median widths, or not including certain additional auxiliary lanes.
 - 4. Warner Road/Arizona Avenue Intersection – Prepare two exhibits in order to reach consensus on final design configuration. The exhibits will include preliminary striping and signal concepts.
- iii. TYP SA shall perform a drainage evaluation that reviews regional studies, existing drainage reports, and current basin storage and outlet characteristics. The evaluation will assess the impacts of the proposed grading on retention volumes and flow paths and will identify any

- modifications required to maintain or increase storage capacity. Preliminary locations for catch basins, storm drains, and other conveyance improvements will also be identified to ensure compliance with CITY criteria.
- iv. TYP SA shall analyze alternatives to evaluate the costs and benefits of each alternative related to major utility relocations, streetlighting, traffic signals, ITS, CITY design standards, right-of-way requirements, overall construction cost differences, and other design factors as determined by the design team.
 - v. TYP SA shall produce an exhibit of the preferred layout showing the roadway and striping design and highlighting major impacts. This will be in the form of roll plots.
 - vi. TYP SA shall produce a pavement condition overview exhibit. The CITY shall provide pavement quality index (PQI) and existing as-built data to show on the exhibit. This data will be supplemented by Task 8.2 Geotechnical Report to incorporate the findings of the field and laboratory analysis. The CITY shall review and provide direction on pavement structural section assumptions for the project estimate.

iii. Task 9.3 Cost Estimates

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

iv. Task 9.4: Project Assessment Memorandum

- i. TYP SA shall produce a PA document, including the following anticipated sections:
 - Traffic Analysis (Executive Summary, Report as Appendix)
 - Alternative Evaluation and Results (Typical Section, Intersections)
 - Drainage Evaluation (Preliminary)
 - Summary of Additional Scope Items (Utility Impacts, Environmental, etc.)
 - 15% Roll Plots of alternatives
 - Preliminary Opinion of Probable Cost

10. ASSUMPTION, CLARIFICATIONS, AND EXCLUSIONS

Application fees for CITY reviews and permits shall be paid by the CITY.

It has been assumed that all agencies have a 20-working day review period.

Utility Coordination Effort is limited to a records-based Quality Level D review. Coordination with City personnel regarding potential upgrades along the corridor is excluded, other than Arizona Avenue.

Alternatives for Warner Road refer to a no-build and the preferred alternative.

Application fees for other agencies other than the CITY shall be paid utilizing the Owner's Allowance.

Expenses will be reimbursed utilizing the Owner's Allowance.

Owner's Allowance shall only be used with prior written approval from the CITY.

Final Design, Post Design Services, construction management or observation, inspection, or participation in construction meetings are excluded.

EXHIBIT "B"
COMPENSATION AND FEES



EXHIBIT B
COMPENSATION AND FEES

TASK DESCRIPTION	SUBTOTAL	
TASK 1 - DATA COLLECTION	\$	5,080.00
TASK 2 - PUBLIC UTILITY COORDINATION	\$	17,960.00
TASK 3 -MEETINGS	\$	26,160.00
TASK 4- PUBLIC ENGAGEMENT (ALSO SEE SUBCONSULTANT)	\$	2,080.00
TASK 5 - PROJECT MANAGEMENT	\$	29,540.00
TASK 6 - DESIGN SURVEY (ALSO SEE SUBCONSULTANT)	\$	19,520.00
TASK 7 - GEOTECHNICAL	\$	1,550.00
TASK 8- ENVIRONMENTAL	\$	10,797.00
TASK 9 - PA, 15% ROLL PLOT AND ESTIMATE	\$	302,445.00
SUBCONSULTANTS	\$	40,764.92
SUBCONSULTANT 1 (AVENUE CONSULTANTS - PI)	\$	16,164.92
SUBCONSULTANT 2 (AEROTECH MAPPING - AERIAL MAPPING)	\$	24,600.00
EXPENSES	\$	95.00
ERIS Database Report	\$	95.00
ALLOWANCES	\$	41,513.20
Owner's Allowance	\$	41,513.20
TOTAL COST:		\$ 497,505.12

Exhibit B - Consultant Compensation, Fees and Hours
City of Chandler
Warner Road Project Assessment, Price Road to McQueen Road
City of Chandler Project No. ST2603.101

TASK DESCRIPTION	SUBTOTAL	Sr. Project Manager	Sr. Project Engineer	Sr. Project Engineer	Project Engineer	Project Engineer	Senior Designer	Engineer-in-Training	Sr. Project Engineer	Senior Designer	Project Engineer	Engineer-in-Training	Sr. Environmental Planner	Environmental Planner	Associate Environmental Planner	Sr. Biologist	Biologist	Cultural Principal Investigator	Sr. Archaeologist	Archaeologist	GIS Analyst / Technician	Survey Manager	Survey Deputy Project Manager	2 man Survey Crew	Survey Drafter Level 1	Survey Drafter Level 2	Total Hours
		Tracy Eberlein	Jack Fleming, PE	Felipe Medrano, PE	Yuhel Deniz	Cris Aguilar	Robert Rappleyea	Melvin Lai	Sini Gounda	Haley Archambault	Lauren Breining	Chunghang Yao	Diana Dunn & Steve Sutherland	Homaris Parveen	Kyle Campbell and Anthony Motta	Jessica Rybczynski	Nicholas Vandehol	Andrew Lack	Various personnel	Various personnel	Various personnel	Adam Mueller	Kayson Rohrer	Various Personnel	Luis Compy	Alyse Brassard	
TASK 1 - DATA COLLECTION	\$ 5,080	-	16	-	-	-	-	8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24	
Collect and review existing records	\$ 4,000		16																							16	
Make and maintain records log	\$ 1,080							8																		8	
TASK 2 - PUBLIC UTILITY COORDINATION	\$ 17,960	-	-	-	-	24	88	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	112	
Data Collection and Records Research for Utilities	\$ 2,880					16																				16	
Utility Base File (Quality Level D)	\$ 15,080					8	88																			96	
TASK 3 -MEETINGS	\$ 26,160	36	9	-	24	-	-	-	17	-	20	-	4	8	-	-	-	-	-	-	-	-	-	-	-	118	
Kick Off Meeting	\$ 2,560	3	2						2		2		2	8												11	
Monthly Progress Meetings	\$ 16,920	24			24				8		16			8												80	
Comment Resolution Meetings (2)	\$ 2,830	4	2						2		2		2													12	
Coordination/Stakeholder Meetings (up to 5)	\$ 3,850	5	5						5																	15	
TASK 4- PUBLIC ENGAGEMENT (ALSO SEE SUBCONSULTANT)	\$ 2,080	4	-	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	8	
Transportation Commission Meetings and Support	\$ 2,080	4							4																		
TASK 5 - PROJECT MANAGEMENT	\$ 29,540	58	28	-	-	-	-	-	16	-	16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	118	
Monthly Progress Reports, Invoicing	\$ 2,160	8																								8	
Project Monitoring (budget/schedule)	\$ 4,320	16																								16	
Design Quality Control	\$ 21,980	30	28						16		16															90	
Manage Sub Consultants	\$ 1,080	4																								4	
TASK 6 - DESIGN SURVEY (ALSO SEE SUBCONSULTANT)	\$ 19,520	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	10	40	20	20	100
Set Control (Aerial and Project Control)	\$ 7,380																						4	8	20		32
Topographic Survey	\$ 6,120																						2	2	20		24
Prepare Base Map	\$ 6,020																						4		20	20	44
TASK 7 - GEOTECHNICAL	\$ 1,550	-	-	-	-	-	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	10	
Records Research and recommendation	\$ 1,550						10																				
TASK 8 - ENVIRONMENTAL	\$ 10,797	-	-	-	-	-	-	-	-	-	-	-	15	8	20	7	-	12	4	-	-	-	-	-	-	-	66
Hazardous Materials Review	\$ 975												5														5
Biological Review	\$ 900															5											5
Cultural Resources Review	\$ 2,660																	10	4							14	
Environmental Overview and PA text	\$ 6,262												10	8	20	2			2							42	
TASK 9 - PA, 15% ROLL PLOT AND ESTIMATE	\$ 302,445	24	100	20	118	60	236	60	170	711	74	172	-	-	-	-	-	-	-	-	-	-	-	-	-	1,745	
Traffic Analysis and Report	\$ 101,210	8							80	510																	598
Alternative Development/Evaluation	\$ 49,975	8	16		18		60		36	45	40	60														283	
Project Assessment Text	\$ 35,680	8	8	8	60	24			6	24	6	60														204	
Project Assessment Cost Estimate	\$ 27,160		40		16		40		8	16	8	16														144	
15% Roll Plot (Preferred Alternative)	\$ 54,220		8		24	12	120	60	20	36	20	36														336	
Warner Road/Arizona Avenue Exhibits (up to 2 alternatives)	\$ 17,400								20	80																100	
Arizona Avenue Stand Alone Cost Estimate (Planning Level)	\$ 8,480		24				16																				
Arizona Avenue Utility and Drainage Tie-in Screening	\$ 8,320		4	12		24																					
SUBTOTAL TYPESA DIRECT LABOR	\$ 415,132	122	153	20	142	84	334	68	207	711	110	172	19	16	20	7	0	12	4	0	0	4	0	0	20	20	2,761
SUBCONSULTANTS TASKS																											
SUBCONSULTANT 1 (AVENUE CONSULTANTS - PI)	\$ 16,165																										
SUBCONSULTANT 2 (AEROTECH MAPPING - AERIAL MAPPING)	\$ 24,600																										
SUBTOTAL SUBCONSULTANTS	\$ 40,765																										
EXPENSE																											
EXPENSES	\$ 95																										
ERIS Database Report	\$ 95																										
ALLOWANCES																											
ALLOWANCE	\$ 41,513																										
Owner's Allowance (10% of direct labor)	\$ 41,513																										
TOTAL CONTRACT FEE	\$ 497,505																										



PRODUCT GUIDE for TYP SA

PACKAGE PRICING

PACKAGE TYPE	PRICE (\$)	Database	ERIS Explorer	Mobile App	Figure Creator	Fire Ins Maps (FIMs)	Physical Settings Rept (PSR)	Aerials	Topos	City Directory Search (1-street)	City Directory Search (2-Streets)	SmartCD (4-streets)	Env Lien/AUL Search (Current Owner)	ASTM Compliant Env Lien/AUL Search (back to 1980)	60-yr Chain-of-Title Rept	Vapor Tool
Database + PSR + Xplorer	130															
Database w/ Vapor Tool	150															
Custom Classic Pkg	180															
E2	195							Choose 1 Option								
Pima County Pkg	195															
Solar Pkg	230															
Custom Pak Plus Package	265															
E4 Pkg	295															
E5 Pkg	425															
E5 pkg with ASTM Lien Search	670															
E6 Pkg	625															
E6 Pkg with ASTM Lien Search	845															

Notes:

ERIS can generate custom package types if needed. Contact your Account Manager for details

Pricing is good for sites up to 1-mile in length or 1-sqmi in area. Larger sites will require a quote. Contact your Account Manager for pricing

* \$115 without FIM coverage and \$180 with coverage

A LA CARTE PRICING

Database Reports	Price	Estimated TAT
Database Report	\$95 or \$145 with PSR	1-3 days
Custom Radius or Linear Rept	Contact ERIS Sales Rep	
Historical Products		
Topographic Maps	\$95	1-3 days
City Directories	\$95 (1-street) and \$115 (2-streets)	2-3 days
Historical Aerial Photos	\$95	2-3 days
Environmental Lien Search (ELS)	\$145/ \$375 **	2-7 business days
60-yr Historic Chain-of-Title	\$335	3-10 business days
Lien & Title Bundle	\$345/ \$550 **	3-10 business days
Physical Settings Rept (PSR)	\$95	1-3 days
Vapor Screening Tool	\$40	1-3 days
Permit Timeline Rept	\$25/ address	1-3 days
Fire Insurance Maps (FIMs)	Contact ERIS Acct Mgr	
NEPA Report	\$100	2-4 busines days
Climate Check Report	\$135	Available in minutes

Additional streets are \$25/street

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

N/A

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.



City of Chandler Warner Road Project Assessment Study

Date Updated 3/19/2026

Avenue Project No. 25-412

PROJECT ACTIVITIES	Comms Principal	Project Administrator	Public Involvement Coordinator	Sr. PM	Total Hours	Labor Cost
	\$312.60	\$125.07	\$149.12	\$235.03		
Task 1 - Project Management	4	10	0	0	14	\$ 2,501.10
Admin, internal check ins & invoicing (up to 8 months)	4	10				\$ 2,501.10
Task 2 - Public Involvement Activities	11.5	0	36	20	67.5	\$ 13,663.82
Monthly Progress Meetings - Virtual for 1-hour each (8)	6		8	8	22	\$ 4,948.80
Engagement Materials (website content; survey questions & response summary)	1		12	6	19	\$ 3,512.22
Prepare for 2 City Transportation Commission meetings or Council sessions	4		4	4	12	\$ 2,787.00
Final public engagement summary report	0.5		12	2	14.5	\$ 2,415.80
Summary of Hours	15.5	10	36	20	81.5	\$ 16,164.92

Summary

Labor Subtotal \$ 16,164.92

Directs \$ -

Avenue Total \$ 16,164.92



Adam Mueller, PLS
TYPSA US
 501 North 44th Street Suite 300
 Phoenix, AZ 85008

February 13, 2026

Proposal: Warner Road ~150' x 21,300', See Exhibit A.

AeroTech Mapping (ATM) is pleased to present the following Geospatial cost proposal for aerial photography and digital imagery for the project cited above. See Exhibit A. pdf layout. See Exhibit B. KMZ layout.

Mapping Scope of Work

ATM’s Design Scale Mapping acquisition and map production specifications for photography (Illustrated in Exhibit A.) will be produced from:

- ✓ Area of interest, 21,300 Feet, located in Chandler, AZ
- ✓ Photography utilizing ATM’s Vexcel Falcon Prime Digital Camera for 1 flight line and 42 exposures
- ✓ LiDAR collected for Internal Use Only - 2 flight lines
- ✓ Full planimetric detail will be provided suitable for 1" = 40'
- ✓ Orthophotography at 0.15' GSD

Mapping Scale	Contour Intervals	Digital Camera Flight Resolution	Relative Vertical Accuracy	Relative Horizontal Accuracy
1" = 40'	1' with 5' Index	3.5cm suitable for 1" = 40'	± 0.13	± 0.23

Aerial Ground Control

TYPSA US will be responsible for establishing ground control for the geospatial mapping. The final survey scope will be negotiated at Notice to Proceed.

Aerial Targets	Size of Targets	Control Delivery
15 targets	6" wide material or paint and 6' total length	Electronic Text (TXT) File suggested format: ID, N, E, Z, DESC
Notes		
Submit control and survey data (if providing) in an Electronic Text (TXT) file. Preferred deliver: ID, N, E, Z, DESC. Only provide ground elevation data.		
If using client layers, please provide.		
For LiDAR deliverable projects, please provide Horizontal & Vertical Datum, GeoID, Units, and Scale Factor.		



Deliverables

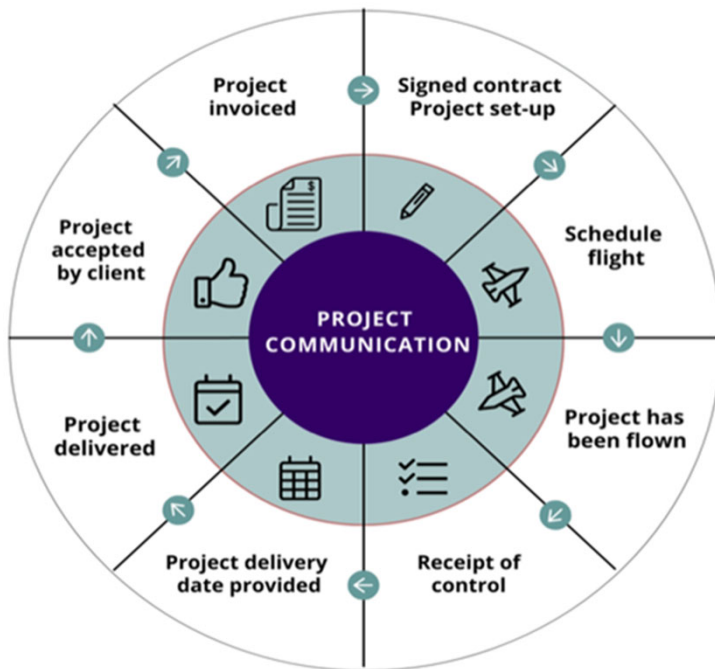
- ✓ Format: AutoCAD C3D with ATM CAD standards
- ✓ CAD Files: 1) Topo & Planimetrics, 2) Surface DTM
- ✓ PDF Topo Print
- ✓ Orthophoto Imagery: TIFF
- ✓ Reports PDF: Aerotriangulation

Estimated Project Schedule

The Project Management Professional (PMP)® structured framework is applied to manage all projects. From initiating, planning, executing, monitoring & controlling to closing, we quality assure at every stage to ensure delivery of accurate mapping products and mitigate unforeseen schedule and cost overrun delays.

ATM anticipates completing this project 20-23 consecutive working days after both imagery is completed and the receipt of control is acquired. Please note that unavoidable or unforeseen delays, i.e., weather, flight restrictions, and aircraft maintenance, may exist beyond our control.

Sonia Hernandez (SoniaHernandez@atmlv.com) will be your Project Coordinator. She works closely with the business development and production team, and will communicate the milestones of your project.



GEOSPATIAL TECHNOLOGY

AeroTech Mapping Equipped With Cutting Edge Tools

2 - Cessna 206

Turbo Charged

Vexcel Ultracam

Falcon Mark II
Digital Camera

Lidar Sensor

Teledyne Optec CM2000

Seafloor Hydrone

Bathymetric Boat

DJI Matrice 300 RTK

LiDAR Sensor
Thermal Sensor

Mobile LiDAR Scanner

ROCK R360

AutoDesk Software

Autocad Civil 3D 2022

Microstation Software

Modeling, Documentation,
Visualization Software

Trimble Inpho Software

Datum Stereoplotter



Summary of Geospatial Services		
Services	Description	Proposed Schedule
Aerial Photography Acquisition	3.5cm GSD	20-23 Working Days After both imagery & receipt of control are acquired
Digital Imagery	1 Flight Line & 42 Exposures	
LiDAR	Internal Use Only	
Mapping Scale	1" = 40'	
Planimetric Compilation	Full Detail	To achieve 20 scale mapping fly lower and higher point per meter on lidar
Orthophotography	0.15' GSD	
CAD Format	AutoCAD C3D	
Layers	ATM	
Aerial Ground Targets	15	
Delivery Media	ShareFile	

Budget: 40 Scale	\$19,820.00	Initials: _____
Budget: 20 Scale	\$24,600.00	Initials: _____

*Additional costs and fees may apply. See attached supplemental cost sheet.

Payment Terms: Net 30 or subject to terms of existing MSA

This proposal will remain in effect for 60 days after the date of this letter. If you have questions, please do not hesitate to contact us at any time. ATM appreciates the opportunity to submit this proposal, and we look forward to working with TYP SA US.

Your signature indicates your acceptance of the scope of work, terms of the proposal, and serves as our Notice to Proceed.

Sincerely,

Accepted By: TYP SA US

Alicia Mendoza, Account Manager

Adam Mueller, PLS

Client Project Number

Date

Arizona California Nevada New Mexico Texas Utah

www.atmlv.com



Supplemental Cost Sheet

ATM offers additional services and options. Review the Options & Additional Costs sheet listed below and select all options and quantities. Some options & additions require pre-approval and/or negotiation. Return the proposal with your requests to your ATM representative for price adjustment.

Options & Additional Costs	Price	QTY	Total Costs
Topo & Image Plot Paper Plus Shipping	\$85.00	0	\$0.00
Integration of Survey Data - Before Map Compilation	\$140.00	0	\$0.00
Integration of Survey Data - After Map Compilation	\$420.00	0	\$0.00
Professional Liability: Non-Standard / Non-Blanket Additional Insured, Waiver, & Subrogation Clauses	\$180.00	0	\$0.00
Aviation COI: Non-Standard / Non-Blanket Additional Insured Waiver, & Subrogation Clauses	\$180.00	0	\$0.00
Aviation Insurance over ATM's Standard of \$25M - Call for a quote	TBD	0	\$0.00
Options & Additional Costs	%	Yes or No	Total Costs
Rush Service Fee (If available, must be negotiated)	10%	No	\$0.00
Credit Card Payment Surcharge	3%	No	\$0.00
Tax (NM Only if NTTC form is not provided)	7.75%	No	\$0.00
Options & Additional Costs			\$0.00

AeroTech Mapping

Warner Road ~150' x 21,300'

1' Contours, 1"=40' or 1"=20', Full Planimetrics, 0.15' Color Orthophoto

Imagery: Fly 1 Line, 43 Exp. 3.5cm; LiDAR: Fly 2 Lines @20ppsm (Internal Use)

15 HVP, AZ Central Zone

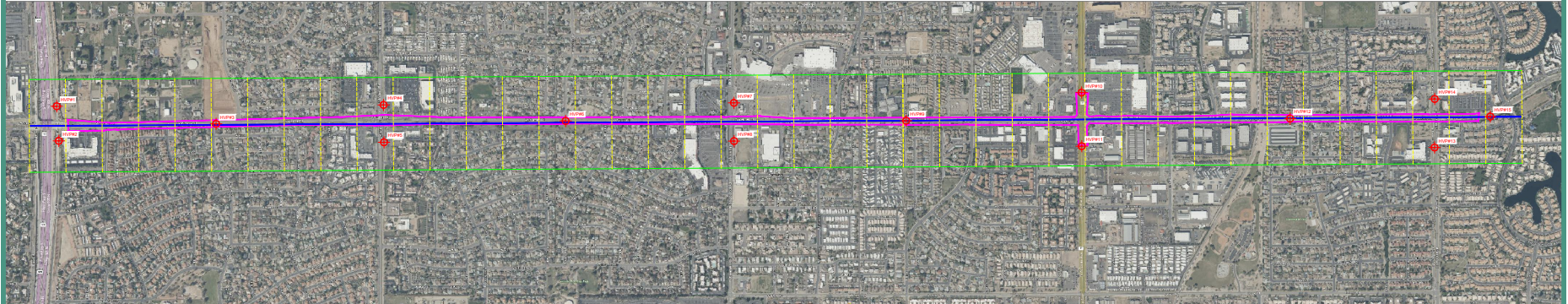


EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A