



**PROFESSIONAL SERVICES AGREEMENT
PRE-DESIGN SERVICES
RAY ROAD & KYRENE ROAD INTERSECTION STUDY
PROJECT NO. ST2605.101**

Council Date: September 17, 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 Entellus, 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 Ray Road & Kyrene Road Intersection Study 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 278 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 \$248,675 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: Leticia Vargas, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3395 Email: Leticia.Vargas@chandleraz.gov	
To Consultant:	LEGAL COMPANY NAME:	Entellus, Inc.
	Mailing Address:	3033 North 44th Street, Suite 250 Phoenix, AZ 85018
	Physical Address:	3033 North 44th Street, Suite 250 Phoenix, AZ 85018
	Statutory Agent Name:	William A. Linck
	Statutory Agent Mailing Address:	3033 North 44th Street, Suite 250 Phoenix, AZ 85018
	Statutory Agent Physical Address:	3033 North 44th Street, Suite 250 Phoenix, AZ 85018
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	William A. Linck
	Title:	President
	Phone:	602-391-3629
	Email:	linck@entellus.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 Indemnatee from and against any and all Claims, except those arising solely from Indemnatee'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 Indemnatee for losses arising from or related to this Agreement. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

harm that justifies injunctive relief in court. Consultant agrees that the requirements of this Section must be incorporated into all subagreements entered into by Consultant. A violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A - Scope of Services / Schedule

Exhibit B - Compensation and Fees

Exhibit C - Insurance Requirements

Exhibit D - Special Conditions

Exhibit E - Subconsultant Documents with Consultant (if applicable)

Exhibit F - Federal Requirements (if applicable)

5.38 Special Conditions. As part of the services Consultant provides under this Agreement, Consultant agrees to comply with and fully perform the special terms and conditions set forth in **Exhibit "D"**, which is attached to and made a part of this Agreement.

5.39 Non-Discrimination and Anti-Harassment Laws. Consultant must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.40 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Consultant must maintain all applicable City, state, and federal licenses and permits required to fully perform Consultant's services under this Agreement.

5.41 Warranties. Consultant must furnish a one-year warranty on all work and services

performed under this Agreement. Consultant must furnish, or cause to be furnished, a two-year warranty on all fixtures, furnishings, and equipment furnished by Consultant, subconsultants or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Consultant (including, but not limited to, all parts and labor) at Consultant's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to City on or before City's final acceptance of Consultant's services under this Agreement.

5.42 Cooperative Purchasing Agreement (S.A.V.E. – Strategic Alliance for Volume Expenditures). In addition to City of Chandler and with the approval of Consultant, this Agreement may be extended for use by other municipalities, school districts, and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter, or procurement rules and regulations of the respective political entity.

5.43 Budget Approval into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as an expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council.

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

5.45 License to City for Reasonable Use. With this Agreement, Consultant and its subconsultants hereby grant a license to City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works.

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

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

"CITY"
CITY OF CHANDLER

"CONSULTANT"
ENTELLUS, INC.

Mayor

William A. Linck August 20, 2026
Signature Date

RECOMMENDED BY:

Daniel Haskins August 20, 2026
Daniel Haskins, P.E.
CIP City Engineer

William A. Linck
Print Name

President
Title
linck@entellus.com
Signer Email Address

APPROVED AS TO FORM:

City Attorney *JMB*

ATTEST:

City Clerk Seal

EXHIBIT "A"
SCOPE OF SERVICES/SCHEDULE

July 29, 2026

Exhibit A

City of Chandler

Planning-Level Scope of Work

Ray Road and Kyrene Road Intersection Expansion and Concept Development

Up to 15% Conceptual Geometric Design

Project No.: ST2605.101

1. Project Understanding and Purpose

The City of Chandler seeks a planning-level evaluation and conceptual design for operational, safety, and multimodal improvements at the intersection of Ray Road and Kyrene Road, including appropriate corridor extensions in all directions to capture lane transitions, storage needs, utility constraints, pedestrian facilities, and signal-related improvements.

Based on the existing configuration, Kyrene Road currently operates as a two-lane roadway in each direction with existing northbound and southbound right-turn lanes at the intersection. Ray Road currently operates as a three-lane roadway in each direction, with no exclusive right-turn lanes at the intersection. The intersection is also constrained by substantial public utility infrastructure, including:

- Water distribution lines up to 16 inches
- Water transmission lines greater than 16 inches
- Wastewater lines
- Storm drain laterals and associated connections to off-site/private retention or drainage features
- Existing traffic signal infrastructure, sidewalks, curb ramps, street lighting, and other appurtenant public improvements
- Existing medians in all directions

The purpose of this effort is to develop a planning-level intersection expansion concept, with up to 15% conceptual geometric design, that evaluates the feasibility of:

- Expanding northbound and southbound approaches along Kyrene Road

July 29, 2026

- Adding additional turn lanes in both directions on Ray Road; 2nd left turns and right turn lanes
- Identifying required roadway widening, transition lengths, median modifications, signal modifications, multimodal accommodations, drainage implications, and utility conflicts
- Providing a practical and defensible basis for future design, environmental clearance, utility coordination, right-of-way evaluation, programming, and capital budgeting

This scope is intended to support a planning and project-definition phase, not final engineering design.

2. Project Objectives

The principal objectives of the planning study are to:

1. Improve intersection capacity and reduce congestion.
2. Evaluate the need for additional through and turn lanes.
3. Improve traffic operations and storage lengths during peak periods.
4. Enhance safety for vehicles, pedestrians, bicyclists, transit users, and persons with disabilities.
5. Identify major utility, drainage, and right-of-way constraints that influence feasible alternatives.
6. Develop a preferred planning-level concept with sufficient detail to support City decision-making, public discussion, and advancement into design.

3. General Planning Limits

The planning study shall include the intersection and corridor transition areas in all directions sufficient to evaluate lane continuity, tapers, queue storage, and utility/drainage constraints. For planning purposes, the consultant shall establish study limits generally as follows, subject to refinement during kickoff:

- Kyrene Road north of Ray Road: extend to a logical transition point beyond the intersection influence area, sufficient to evaluate widening from the intersection through storage and taper recovery. Consideration shall be given to the City's northern boundary at Orchid Lane.
- Kyrene Road south of Ray Road: extend to a logical transition point beyond the intersection influence area, sufficient to evaluate widening and southbound/northbound operational continuity
- Ray Road west of Kyrene Road: extend to a logical point that captures westbound and eastbound turn-lane transitions, queue storage, and interaction with nearby access points and residential frontage conditions

July 29, 2026

- Ray Road east of Kyrene Road: extend to a logical point that captures eastbound and westbound lane transitions, access constraints, and continuity with adjacent development patterns

The final study limits shall be confirmed early in the project and shall be selected based on traffic engineering needs, geometric transition requirements, utility impacts, and adjacent land use/access conditions.

4. Scope of Services

Task 4.1 – Project Management and Coordination

The consultant shall provide overall project management for the duration of the planning study, including internal management, coordination with City staff, schedule control, and quality management.

Services shall include:

- Project kickoff meeting with City staff
- Preparation of project work plan and schedule
- Regular progress coordination meetings with City PM
- Management of subconsultants
- Internal quality control review of technical work products
- Meeting summaries and action item tracking
- Monthly progress / status reports

Key coordination topics shall include traffic operations, signal infrastructure, water and wastewater utilities, storm drainage, right-of-way, and adjacent access conditions.

For purposes of this proposal, the following meetings are anticipated:

- Kickoff meeting (in-person)
- Project review meetings (3 in-person meetings)
- Progress coordination meetings (10 virtual meetings)

Task 4.2 – Existing Conditions Review and Data Collection

The consultant shall collect and review available background information necessary to support planning-level evaluation of the intersection and adjacent corridor segments.

This task shall include review of available City information such as:

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- Existing aerial mapping and GIS data
- Existing right-of-way and easement information
- Available utility mapping and record drawings
- Existing striping and signing plans, if available
- Traffic signal plans and signal phasing information, if available
- Existing pavement marking layouts
- Sidewalk, curb ramp, and streetlight information, if available
- Available drainage reports, drainage maps, storm drain plans, and basin information
- Prior studies, corridor plans, traffic analyses, crash summaries, and capital project information, if available
- Available topographic information or record base mapping

The consultant shall conduct field review(s) to verify visible existing conditions, including:

- Existing lane configurations
- Median conditions
- Sidewalk and curb ramp locations
- Traffic signal equipment and mast arm arrangement
- Existing streetlights and utility surface features
- Driveways and access points near the intersection
- Apparent drainage patterns and stormwater collection features
- Adjacent development context and likely physical constraints

Consultant shall review the City's Transportation Master Plan, updated in 2019 and approved by City Council on February 13, 2020. The Plan was prepared to address Chandler's continued growth, evolving travel demands, and long-range mobility needs, and it is intended to guide development of a safe, efficient, and integrated multimodal transportation system while also improving the City's competitiveness for regional and federal transportation funding. Consistent with that framework, this Intersection Planning Study should be conducted in a manner that supports the Master Plan's emphasis on transportation efficiency, safety, multimodal connectivity, operational improvement, and implementation of projects that respond to existing and future system demands.

This effort is intended to confirm planning assumptions and identify visible issues that may affect conceptual alternatives.

Task 4.3 – Traffic Engineering and Operational Assessment

The consultant shall perform a planning-level traffic engineering analysis of the intersection and immediate corridor approaches to identify operational needs and potential lane configuration improvements.

This task shall include:

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- Review of available traffic count data and turning movement counts, if available
- Review of existing crash data, if available
- Collection of additional traffic count data, including turning movement counts
- Identification of peak hour intersection operations
- Evaluation of existing approach lane assignments and deficiencies
- Planning-level review of queue lengths and storage adequacy
- Assessment of turn movement demand by approach
- Review of existing signal phasing and operational constraints
- Identification of operational impacts associated with nearby access points and driveway spacing
- Assessment of corridor continuity and transition needs for proposed lane additions

The consultant shall evaluate planning-level alternatives for:

- Existing – AM and PM (2)
- 2030 No Build – AM and PM (2)
- 2030 Build – Right-Turn Lanes (RTL) Only – AM and PM (2)
- 2030 Build – Dual-Left Turn Lanes (DLTL) Only – AM and PM (2)
- 2030 Build – 3 Through Lanes, DLTLs, RTLs All Directions – AM and PM (2)
- 2050 No Build – AM and PM (2)
- 2050 Build – Right-Turn Lanes Only – AM and PM (2)
- 2050 Build – Dual-Left Turn Lanes Only – AM and PM (2)
- 2050 Build – 3 Through Lanes, DLTLs, RTLs All Directions – AM and PM (2)

The traffic analysis shall be sufficient to support selection of a preferred planning-level improvement concept and define likely geometric needs for the 15% conceptual design. A more detailed scope of work from Greenlight Traffic Engineering is attached.

Task 4.4 – Planning-Level Utility Constraints Assessment

The intersection area contains major public utility infrastructure that will strongly influence the feasibility, cost, and staging of any widening concept. The consultant shall perform a planning-level utility review using available records, GIS information, visible field evidence, and City-provided utility information.

The planning utility assessment shall address, at minimum:

Water Infrastructure

- Identification of existing distribution water lines and appurtenances
- Identification of existing transmission water lines and appurtenances
- Planning-level assessment of likely conflict points with proposed curb shifts, lane widening, pavement widening, median revisions, and signal/streetlight relocations

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- Identification of major risk areas where relocation, protection-in-place, or special design treatment may be required

Wastewater Infrastructure

- Identification of existing wastewater alignments and manholes
- Planning-level assessment of impacts associated with widening, pavement structural section changes, and utility access maintenance
- Preliminary identification of likely constraints tied to line depth, access, and crossing geometry

Storm Drainage Infrastructure

- Review of existing storm drain alignments and inlets, including laterals connected to private basins or off-site drainage features outside the public right-of-way
- Evaluation of how roadway widening and curb return modifications may affect runoff capture, inlet placement, and lateral connectivity
- Identification of areas where private drainage interface issues may need special study in future design

Other Surface and Underground Utilities

The consultant shall note visible or mapped conflicts involving franchise utilities and surface features where such constraints materially affect the conceptual alternatives. The consultant shall contact franchise utilities to identify any prior rights, costs associated with relocations, and design / construction schedules for relocations.

This effort shall remain at a planning/Quality Level D records review stage, intended to identify risks and probable impacts rather than fully engineer relocations.

Task 4.5 – Drainage and Stormwater Planning Review

The consultant shall perform a planning-level drainage review to identify how the proposed widening concepts may affect roadway runoff, gutter flow, inlet placement, storm drain connectivity, and any interaction with private basin systems adjacent to the intersection.

This task shall include:

- Review of existing drainage patterns at and near the intersection
- Identification of low points, sag conditions, and existing catch basin/inlet locations
- Planning-level assessment of widening effects on cross slope, runoff spread, and gutter conveyance
- Review of possible impacts to existing storm drain laterals serving adjacent drainage features

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- Identification of likely drainage modifications needed to accommodate curb shifts, new pavement, or revised curb returns
- Planning-level opinion regarding whether significant storm drain reconstruction or private drainage coordination may be required during future design

Hydrologic and hydraulic design beyond planning-level feasibility is not included unless separately authorized.

Task 4.6 – Multimodal, ADA, and Streetscape Assessment

The consultant shall evaluate the conceptual widening alternatives with consideration for multimodal access and complete-streets functionality.

This task shall include planning-level review of:

- Existing sidewalks and curb ramps
- Crosswalk locations and pedestrian crossing distances
- Pedestrian refuge and median conditions
- ADA implications associated with curb-return reconstruction and sidewalk tie-ins
- Bicycle accommodation continuity
- Transit stop interface
- Streetlight impacts and opportunities for coordinated relocation
- Traffic signal pole, controller cabinet, pull box, and pedestrian pushbutton impacts

The conceptual design shall strive to preserve or improve pedestrian accessibility and safety while accommodating the proposed vehicular capacity improvements.

Task 4.7 – Planning-Level Right-of-Way and Access Review

The consultant shall perform a planning-level review of right-of-way and access implications associated with the widening concepts.

This task shall include:

- Review of available right-of-way mapping and parcel information
- Identification of apparent areas where widening may approach or extend beyond existing public right-of-way
- Planning-level screening of impacts to adjacent residential frontage, walls, landscaping, drive aisles, and commercial frontage
- Identification of likely temporary construction easement or permanent right-of-way needs, if apparent
- Review of driveway spacing and access effects near the intersection

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This effort is intended to help the City understand the relative complexity and risk of each alternative and support a practical preferred concept.

Task 4.8 – Development of Conceptual Alternatives

Using the information developed in the previous tasks, the consultant shall prepare multiple planning-level intersection improvement alternatives for City review.

Alternatives shall include, at minimum:

- A No-Build / Existing Conditions baseline
- One or more Build Alternatives that evaluate:
 - Widening along Kyrene Road north and south of Ray Road
 - Additional turn lanes on Ray Road eastbound and westbound
 - Revised lane assignments and storage lengths
 - Median and curb-return modifications
 - Signal and pedestrian facility modifications

Each alternative shall be developed to a level sufficient to compare:

- Geometric feasibility
- Operational benefit
- Utility conflict exposure
- Drainage implications
- Right-of-way sensitivity
- Relative implementation complexity
- Planning-level probable cost

The consultant shall work with the City to refine the alternatives and identify a preferred concept for further development. For the purposes of this proposal, it is anticipated that there will be up to three Build Alternatives evaluated. The Alternatives will be presented on strip plot at a scale of 1" = 40' or 1" = 50'. An allowance is included which may be utilized as approved by the City to evaluate additional alternatives.

Task 4.9 – Up to 15% Conceptual Geometric Design

For the selected preferred alternative, the consultant shall prepare planning-level conceptual geometric design up to approximately 15%.

The conceptual design shall include, as appropriate:

- Existing and proposed lane configurations

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- Preliminary centerline and curb line concepts
- Preliminary median modifications
- Conceptual turn-lane lengths and taper transitions
- Conceptual transition points in all directions
- Preliminary striping and channelization concept
- Conceptual sidewalk and curb-return tie-ins
- Preliminary signal modification footprint considerations
- Identification of major utility conflict zones
- Identification of probable drainage modification areas

Conceptual exhibits may include:

- Overall intersection concept plan (20 scale sheets – plan view only)
- Enlarged intersection layout
- Corridor approach geometry plans to logical transition points
- Preliminary typical sections or lane use diagrams, if helpful
- Constraint mapping overlays showing key utility and right-of-way sensitivity areas

The 15% concept is intended to illustrate feasibility and support planning decisions; it is not intended for construction or detailed utility relocation design.

Task 4.10 – Planning-Level Cost Estimate and Implementation Considerations

The consultant shall prepare a planning-level opinion of probable cost for the preferred concept and, as practical, for the principal alternatives.

The estimate shall include major probable categories such as:

- Roadway widening and pavement
- Curb, gutter, medians, and sidewalk reconstruction
- Traffic signal modifications
- Street lighting impacts
- Drainage improvements
- Utility adjustments/allowances
- Signing and striping
- Landscape/hardscape restoration, if applicable
- Right-of-way allowance, if appropriate
- Construction contingencies
- Soft-cost and design-phase planning assumptions, if requested by the City

The consultant shall also provide implementation considerations, including:

- Major project risks

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- Key utility coordination needs
- Right-of-way sensitivity
- Potential phasing or constructability considerations
- Recommended next steps for survey, traffic study refinement, subsurface utility engineering, drainage design, and final engineering

Task 4.11 – Presentation to Transportation Commission

The consultant will assist the City's Project Manager in presenting the preferred alternative to the Transportation Commission. The consultant will develop exhibits and a PowerPoint Presentation for use in the presentation.

Task 4.12 – Preferred Alternative Memorandum and Final Planning Report

The consultant shall prepare a planning-level memorandum or report summarizing the work effort, findings, alternatives considered, and recommended path forward.

The final deliverable shall include:

- Project purpose and background
- Existing conditions summary
- Traffic and operational findings
- Utility and drainage constraint summary
- Multimodal and ADA considerations
- Alternatives evaluated
- Preferred concept description
- 15% conceptual geometric exhibits
- Planning-level probable cost estimate
- Key risks, assumptions, and next-step recommendations

The report shall be prepared in a format suitable for City staff use in internal review, programming, and future consultant procurement or advancement into design.

Task 4.13 – Owner's Allowance

The Owner's Allowance allows for additional services or expenses as requested by the City's Project Manager. Prior written authorization will be required to utilize the Owner's Allowance.

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The Owner's Allowance may include the following items:

- Additional meetings or coordination
 - Development of additional alternatives
 - Additional traffic analysis
 - Environmental surveys / reviews (Phase 1, cultural, biological, hazardous, historic preservation, etc.)
 - Reimbursable expenses, including printing costs for exhibits and hard copy reports
 - Additional items as agreed to by the City and consultant
-

Task 4.14 – Public Outreach Allowance

The Public Outreach Allowance allows for additional services or expenses in coordinating with the Public. Prior written authorization will be required to utilize the Public Outreach Allowance.

The Public Outreach Allowance may include the following items:

- Preparation / attendance at public open houses
 - Development of exhibits for presentation to the public
 - Meetings with business owners, property owners, or HOA's
 - Direct costs for printing, refreshments, or rental of meeting space
 - Contracting with a public outreach consultant
 - Additional items as agreed to by the City and consultant
-

Task 4.15 – Field Investigation Allowance

The Field Investigation Allowance allows for additional services or expenses to conduct field investigations. Prior written authorization will be required to utilize the Field Investigation Allowance.

The Field Investigation Allowance may include the following items:

- Control or topographic surveys
 - Utility potholing
 - Soil borings or pavement cores
 - Percolation tests
 - Manhole / pipe inspections
 - Additional items as agreed to by the City and consultant
-

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5. Expected Key Planning Assumptions

This planning scope is based on the following general assumptions:

- The effort is intended for planning and conceptual design, not final design
 - Base mapping will rely primarily on existing available records/GIS and limited field verification
 - Utility review will be records-based and planning-level
 - No subsurface utility engineering, potholing, or test hole program is included
 - No detailed survey, geotechnical investigation, or full traffic simulation is included unless separately authorized
 - No formal environmental document is included
 - No final drainage design is included
 - No final signal design is included
 - Right-of-way analysis is conceptual and screening-level only
-

6. Recommended Deliverables

Recommended deliverables for this planning effort include:

1. Kickoff meeting summary and confirmed study limits
 2. Existing conditions and constraints exhibit
 3. Traffic operations technical summary
 4. Utility and drainage constraints exhibit
 5. Conceptual alternatives exhibit package
 6. Preferred alternative up to 15% conceptual geometric plans
 7. Planning-level probable cost estimate
 8. Final planning memorandum/report with recommendations
-

7. Anticipated Outcome

At completion of this scope, the City of Chandler will have a defensible planning-level basis to determine:

- Whether intersection widening is feasible
- Which lane configuration best addresses current and projected operational needs
- Where major utility and drainage conflicts will influence design and cost
- Whether right-of-way impacts are likely to be minor or substantial
- What concept should move forward into survey, design, public outreach, utility coordination, and capital programming

Ray & Kyrene Intersection Study

City of Chandler

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Thu 10/1/26	Thu 10/1/26
2	Kick-Off Meeting	0 days	Mon 10/12/26	Mon 10/12/26
3	STUDY PHASE	186 days	Mon 10/12/26	Tue 6/29/27
4	Determine Existing Conditions	40 days	Mon 10/12/26	Mon 12/7/26
5	Data Collection (Utility Mapping, ROW, and Aerial)	4 wks	Mon 10/12/26	Mon 11/9/26
6	Conduct Field Review & ADA Review	2 wks	Mon 11/9/26	Mon 11/23/26
7	Evaluate Existing Drainage Conditions	2 wks	Mon 11/9/26	Mon 11/23/26
8	Traffic Operations & Assessment	8 wks	Mon 10/12/26	Mon 12/7/26
9	Develop Base Maps	4 wks	Mon 11/9/26	Mon 12/7/26
10	Develop Design Scheme	55 days	Mon 12/7/26	Mon 2/22/27
11	Develop Full Improvement Alternative	2 wks	Mon 12/7/26	Mon 12/21/26
12	Develop Two Additional Build Alternatives	2 wks	Mon 12/21/26	Mon 1/4/27
13	Identify ROW Impacts	2 wks	Mon 1/4/27	Mon 1/18/27
14	Identify Drainage Impacts	2 wks	Mon 1/4/27	Mon 1/18/27
15	Identify Utility Impacts	2 wks	Mon 1/4/27	Mon 1/18/27
16	Develop Comparison Cost Estimates	2 wks	Mon 1/18/27	Mon 2/1/27
17	Identify Risks of Each Alternative	2 wks	Mon 2/1/27	Mon 2/15/27
18	Develop Decision Matrix	2 wks	Mon 2/1/27	Mon 2/15/27
19	Review Alternatives and Decision Matrix w/ City	1 wk	Mon 2/15/27	Mon 2/22/27
20	Alternative Selection and Documentation	91 days	Mon 2/22/27	Tue 6/29/27
21	Complete Decision Matrix	2 wks	Mon 2/22/27	Mon 3/8/27
22	Review Final Recommendation	1 day	Mon 3/8/27	Tue 3/9/27
23	Develop Draft Project Assessment	6 wks	Tue 3/9/27	Tue 4/20/27
24	City Review	3 wks	Tue 4/20/27	Tue 5/11/27
25	Develop Final Project Assessment	3 wks	Tue 5/11/27	Tue 6/1/27
26	Final Review Period	4 wks	Tue 6/1/27	Tue 6/29/27

Schedule - 278 days

**EXHIBIT “B”
COMPENSATION AND FEES**

ST2605.101 - Ray Road and Kyrene Intersection Expansion and Concept Development

Fee Proposal

Exhibit B

Task Number	Work Item Description	Project Prin / Mgr	Asst PM	Project Engineer	EIT	Sr. Designer	CAD Tech	Project Coord/ Admin	Survey Manager RLS	Survey RLS	Survey Crew	TOTAL HOURS	DIRECT COSTS	TOTAL COST
		\$290.00	\$210.00	\$170.00	\$125.00	\$160.00	\$100.00	\$100.00	\$235.00	\$180.00	\$200.00			
4.1	Project Management and Coordination											139		\$29,565.00
	Monitor Progress and Prepare Status Reports	1	7					4				12		\$2,160.00
	Conduct Meetings													
	Kickoff Meeting	2	4		4							10		\$1,920.00
	Project Review Meetings (assume 3 meetings)	6	9		9							24		\$4,755.00
	Progress Coordination Meetings (10 virtual)	5	10									15		\$3,550.00
	Management of Subconsultants	2	8		4			2				16		\$2,960.00
	Quality Assurance / Quality Control Reviews of Work Products	16	2	16								34		\$7,780.00
	Interim Coordination with City (assume 4 hours per month)	7	21									28		\$6,440.00
4.2	Existing Conditions Review and Data Collection											112		\$14,770.00
	Obtain Aerial Mapping and GIS Data					8						8		\$1,280.00
	Obtain & Review Right-of-Way and Easement Information						12		2	4		18		\$2,390.00
	Obtain & Review Utility Mapping, As-Builts, and Studies / Reports	1	4		8		8					21		\$2,930.00
	Develop Base Mapping		1			8	40					49		\$5,490.00
	Conduct Field Review of Existing Conditions		8		8							16		\$2,680.00
4.3	Traffic Engineering and Operational Assessment											0		\$25,490.00
	Greenlight Traffic Engineering (Subconsultant)											0	\$ 25,490.00	\$25,490.00
4.4	Planning-Level Utility Constraints Assessment											82		\$12,520.00
	Review & Identify Conflicts with Water and Sewer Infrastructure	1	2		12	2	8					25		\$3,330.00
	Review & Identify Conflicts with Drainage Infrastructure (see Task 4.5)											0		\$0.00
	Identify Conflicts with Franchise Utilities	1	8		8	2	8					27		\$4,090.00
	Coordinate with Existing Utilities to Confirm Prior Rights and Relocation In	2	12		16							30		\$5,100.00
4.5	Drainage and Stormwater Planning Review											118		\$17,480.00
	Review Existing Drainage Conditions	1	4	4	12							21		\$3,310.00
	Review & Identify Conflicts with Drainage Infrastructure	1	2		8	2	8					21		\$2,830.00
	Identify Additional Stormwater Runoff		2	8	16							26		\$3,780.00
	Identify Likely Drainage Infrastructure Modifications and Additions	2	8	8	20	4	8					50		\$7,560.00
4.6	Multimodal, ADA, and Streetscape Assessment											29		\$4,430.00
	Review Existing & Identify Pedestrian / Transit Upgrades	2	4		8		8					22		\$3,220.00
	Review Existing & Identify Bicycle Upgrades	1	2		4							7		\$1,210.00
4.7	Planning-Level Right-of-Way and Access Review											74		\$10,450.00
	Review Existing & Identify Additional Right-of-Way and Easements	3	6		12	3	18					42		\$5,910.00
	Review & Identify Impacts to Hardscape / Landscape on Private Property	1	3		6		6					16		\$2,270.00
	Assess and Identify Access Modifications	1	3		6		6					16		\$2,270.00
4.8	Development of Conceptual Alternatives											139		\$20,950.00
	Develop Build Alternatives (3)	6	18		48		24					96		\$13,920.00
	Assess Impacts and Costs for Each Alternative	3	16		16		8					43		\$7,030.00
4.9	Up to 15% Conceptual Geometric Design											341		\$42,360.00
	Develop 20-Scale Plan View Sheets (18 sheets)	9	18		72	9	144					252		\$31,230.00
	Develop Intersection Layout (1 sheet)		2		4	2	8					16		\$2,040.00
	Develop Typical Sections (1 sheet)		1		4	2	8					15		\$1,830.00
	Develop Drainage and Restoration Overlays (4 sheets)	2	4		16	4	32					58		\$7,260.00
4.10	Planning-Level Cost Estimate and Implementation Considerations											46		\$6,940.00
	Develop Cost Estimate	2	4	16	16		8					46		\$6,940.00
	Develop Implementation Considerations (see Task 4.12)											0		\$0.00
4.11	Presentation to Transportation Commission											36		\$6,980.00
	Develop Exhibits and PPT Presentation	4	8		12	4						28		\$4,980.00
	Attend / Present at Transportation Commission	4	4									8		\$2,000.00
4.12	Preferred Alternative Memorandum and Final Planning Report											162		\$23,740.00
	Develop Draft Report	8	16		72		8	12				116		\$16,680.00
	Incorporate Review Comments and Finalize Report	4	10		24		4	4				46		\$7,060.00
	Allowances											0		\$33,000.00
4.13	Owner's Allowance											0	\$ 20,000.00	\$20,000.00
4.14	Public Outreach Allowance											0	\$ 8,000.00	\$8,000.00
4.15	Field Investigation Allowance											0	\$ 5,000.00	\$5,000.00
TOTAL TIME		98	231	52	445	50	374	22	2	4	0	1278		
TOTAL BASE FEE (Subtotal)														\$215,675.00
TOTAL ALLOWANCES (Subtotal)														\$33,000.00
TOTAL FEE														\$248,675.00

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

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

EXHIBIT "E"
SUBCONSULTANT DOCUMENTS WITH CONSULTANT

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



July 27, 2026

Mr. Bill Linck
President/CEO
Entellus, Inc.
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018

**Re: Kyrene Road and Ray Road Intersection Study
Traffic Engineering and Operational Assessment
City of Chandler, AZ
Scope of Services and Fee Proposal
Project No: ST2506.101**

Dear Mr. Linck,

Greenlight Traffic Engineering, LLC (Greenlight) has prepared our scope of services and fee proposal for completing the **Kyrene Road and Ray Road Intersection Study** (Project) **Traffic Engineering and Operational Assessment** (Task) for **Entellus, Inc.** (Client). Greenlight will serve as a subconsultant to the Client, providing traffic engineering analysis in support of the Project. The primary purpose of the traffic analysis will be to evaluate alternatives for the ultimate intersection geometry at Kyrene Road and Ray Road.

The following text and derivation of cost proposal outlines the anticipated tasks and effort to complete the work. The total fee requested for the project is **\$25,490** in Labor, Direct Expenses, and Outside Services.

On behalf of the Greenlight team, we look forward to working with **Entellus, Inc.** to complete this important project.

Sincerely,
Greenlight Traffic Engineering, LLC

A handwritten signature in blue ink, appearing to read "Scott Kelley".

Scott Kelley, PE, PTOE
Principal/Senior Project Manager
scottk@greenlightte.com
(602) 499-1339

PROJECT DESCRIPTION

The City of Chandler has initiated the Kyrene Road and Ray Road Intersection Study (Project) to evaluate alternatives for the ultimate geometric configuration of the study intersection. The City has requested that a traffic analysis be performed to confirm that the intersection's ultimate lane configuration will adequately accommodate anticipated traffic volumes estimated for a 2050 horizon year.

Based on preliminary coordination, ultimate configuration is assumed to include two (2) dedicated left-turn lanes, three (3) through lanes, and one (1) dedicated right-turn lane for each approach. As part of the analysis, Greenlight will evaluate a No Build alternative along with several other geometric alternatives.

As part of this Project, Greenlight will serve as a subconsultant to Entellus, Inc., to complete the traffic analysis component of the study. This includes collection of existing traffic counts, as well as coordination with Maricopa Association of Governments (MAG) and City of Chandler. Greenlight will develop and 2030 and 2050 horizon year traffic volumes with stakeholder involvement and approval, prepare the traffic operations analysis using Synchro 12 to evaluate the intersection geometric alternatives. Findings will be documented in a Traffic Engineering and Operational Analysis summarizing the methodology, analysis results, and intersection geometric recommendations.

CLIENT PROVIDED DATA

The Client will provide the following information to Greenlight:

- As-built documentation
- Relevant reports that include information related to the Project study intersections (e.g., planning studies, traffic studies, design concept reports (DCRs), etc.)

SCOPE OF SERVICES

1.0 Project Management and Admin

- 1.1 Project Admin:** Prepare invoices and submittal letters, coordinate with the Client, and perform internal coordination as part of executing the project.

2.0 Meetings:

- 2.1 Virtual Meetings:** One (1) kickoff meeting, two (2) comment resolution meetings, and two (2) progress meetings
- 2.2 Field Review:** Travel to/from and attend one (1) field review meeting with Client and City, as needed.

3.0 Traffic Engineering and Operational Assessment

3.1 Data Collection

- Coordinate with the City of Chandler and MAG to obtain available traffic modeling information for the study intersection and roadway segments.
- Collect 24-hour turning movement counts (TMC) at the study intersection for one (1) typical weekday.
- Obtain existing traffic signal timing card from the City.
- Obtain traffic crash data for the most current five-year period available from Arizona Department of Transportation's (ADOT's) Arizona Crash Information System (ACIS).

3.2 Traffic Analysis

- Summarize existing traffic conditions based on field review, collected turning movement counts, and crash data.
- Identify any crashes that may be correctable with mitigations that could be implemented with project improvements.
- Develop 2030 and 2050 horizon year traffic volumes based on MAG model data and/or approved growth rate methodology.
- Submit horizon year volumes to MAG and City of Chandler for review and approval prior to proceeding with operations analysis.

-
- Prepare Synchro operations analysis (LOS, delay, and queuing) for the study intersection for up to 18 scenarios:
 - Existing – AM and PM (2)
 - 2030 No Build – AM and PM (2)
 - 2030 Build – Right-Turn Lanes (RTL) Only – AM and PM (2)
 - 2030 Build – Dual-Left Turn Lanes (DLTL) Only – AM and PM (2)
 - 2030 Build – 3 Through Lanes, DLTs, RTLs All Directions – AM and PM (2)
 - 2050 No Build – AM and PM (2)
 - 2050 Build – Right-Turn Lanes Only – AM and PM (2)
 - 2050 Build – Dual-Left Turn Lanes Only – AM and PM (2)
 - 2050 Build – 3 Through Lanes, DLTs, RTLs All Directions – AM and PM (2)
 - Review ultimate intersection geometric alternatives based on 2030 and 2050 horizon year operations and provide recommendations to the Client.
 - Develop a comparison matrix summarizing operational performance (LOS, delay, queuing) between the evaluated geometric alternatives to assist with determining the recommended ultimate configuration.

3.3 Intersection Geometric Alternatives Findings and Recommendations Memorandum

- Prepare Draft Intersection Geometric Alternatives Findings and Recommendations Memorandum summarizing project information, count data, horizon year volume approval, Synchro analysis, comparison matrix, and ultimate geometry recommendations.
- Update Draft Traffic Memorandum based on City comments and submit Final Memorandum. Includes preparing formal response to comments (RTC) to document requested changes and updates.

SUBCONSULTANT SERVICES

4.0 Traffic Counts

Traffic counts will be collected for the study by Field Data Services (FDS). 24-hour turning movement counts (with vehicular classification) are anticipated to be collected at the study intersection for one (1) typical weekday.

PROJECT DELIVERABLES

- PDF Draft Memorandum
- PDF Final Sealed Memorandum

ASSUMPTIONS

- Up to two (2) submittals of the memorandum.
- Documents will be delivered electronically only.
- The City of Chandler will be the only reviewing agency.

EXCLUSIONS

- Construction documents
- Traffic signal design
- Traffic signal timing calculations, including clearance intervals
- Pedestrian/Bus/Transit analysis
- Turn template analyses
- Engineering sight distance analysis
- Predictive crash analysis and collision diagrams
- Utility Relocation design and design coordination
- ADA inspection, compliance analysis, or design of pedestrian infrastructure facilities (i.e., ramps, sidewalk, crosswalks, signals, etc.)
- Fees for permits and permit submittals
- Legal descriptions and title reports
- Traffic control or construction sequencing design plans
- ITS/Communications network design
- Civil design plans for roadway (removals or proposed), including intersection curb ramps
- As-Builts and Record Drawing plans
- Construction Bidding meetings, negotiation meetings, and evaluation of contractor/subcontractor proposals
- Construction administration and inspection
- Other services not specifically identified in the scope of services
- Other agency review/coordination not listed

SCHEDULE

Greenlight anticipates 8 weeks to complete the tasks described herein.



Client: Entellus, Inc.
Contract No.:
Project No.: P262002
Project: Kyrene Road and Ray Road Intersection Study
 Traffic Engineering and Operational Assessment
Change Order: NA
Submittal: Submittal 1
Date: 7/27/2026

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR

Classification	Man Loaded Hourly		Labor Costs
	Hours	Rate	
Project Manager - Sr	25 \$	240.00 \$	6,000.00
Project Engineer	53 \$	145.00 \$	7,685.00
Engineer in Training	72 \$	130.00 \$	9,360.00
CADD Tech - Designer	0 \$	110.00 \$	-
Admin/Clerical	12 \$	80.00 \$	960.00
Total Hours	164		

SUB-TOTAL DIRECT LABOR \$ 24,505.00

DIRECT EXPENSES (ALLOWANCE)

Item	Units	Unit Cost	Cost
Mileage to/from meetings and field	100 \$	0.700 \$	70.00
Meeting Materials	1 \$	30.00 \$	30.00
Delivery of Final Documents	0 \$	20.00 \$	-
Color full-size (24x36) foam core	0 \$	40.00 \$	-

Direct Expenses Sub-Total \$ 100.00

OUTSIDE SERVICES

Firm	Item	Units	Unit Cost	Cost	DBE %
Field Data Services	Traffic Counts	1 \$	885.00 \$	885.00	

Outside Services Sub-Total \$ 885.00

Total Fee \$ 25,490.00

Scott Kelley, PE, PTOE
Principal
Greenlight Traffic Engineering, LLC

July 27, 2026

Date



Client: Entellus, Inc.
Contract No.:
Project No.: P262002
Project: Kyrene Road and Ray Road Intersection Study Traffic Engineering and Operational Assessment
Change Order: NA
Submittal: Submittal 1
Date: July 27, 2026

DERIVATION OF MAN-HOURS

TASK DESCRIPTION	Classification						Total Hours	Cost by Task
	Principal	Project Manager - Sr	Project Engineer	Engineer in Training	CADD Tech - Designer	Admin/Clerical		
	\$ 250.00	\$ 240.00	\$ 145.00	\$ 130.00	\$ 110.00	\$ 80.00		
1.0 Project Management and Admin	0	4	8	0	0	12	24	\$ 3,080.00
1.1 Project Admin		4	8			12	24	\$ 3,080.00
Subtotal	\$ -	\$ 960.00	\$ 1,160.00	\$ -	\$ -	\$ 960.00	\$ 3,080.00	
2.0 Virtual Meetings	0	11	11	0	0	0	22	\$ 4,235.00
2.1 Virtual Meetings (x5)		5	5				10	\$ 1,925.00
2.2 Field Review		6	6				12	\$ 2,310.00
Subtotal	\$ -	\$ 2,640.00	\$ 1,595.00	\$ -	\$ -	\$ -	\$ 4,235.00	
3.0 Traffic Analysis	2	10	34	72	0	0	118	\$ 17,190.00
3.1 Data Collection		2	6	8			16	\$ 2,390.00
3.2 Traffic Analysis		4	16	40			60	\$ 8,480.00
3.3 Report	2	4	12	24			42	\$ 6,320.00
Subtotal	\$ 500.00	\$ 2,400.00	\$ 4,930.00	\$ 9,360.00	\$ -	\$ -	\$ 17,190.00	
4.0 Traffic Counts	0	0	0	0	0	0	0	\$ -
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Greenlight Total Man-Hours	2	25	53	72	0	12	164	\$ 24,505.00
Greenlight Total Costs by Labor Classification	\$ 500.00	\$ 6,000.00	\$ 7,685.00	\$ 9,360.00	\$ -	\$ 960.00		

EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A