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PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES
FOLLEY PARK AND POOL RENOVATION MASTER PLAN
PROJECT NO. PR2602.201

Council Date: October 15, 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 Kimley-Horn and Associates, Inc., a North Carolina corporation, ("Consultant") (City and Consultant may individually be referred to as "Party" and collectively referred to as "Parties").

RECITALS

A. City proposes to engage Consultant to provide design services for Folley Park and Pool Renovation Master Plan 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.

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SECTION II--PERIOD OF SERVICE

Consultant must perform the services described in **Exhibit "A"** for the term of this Agreement. Unless amended in writing by the Parties, the Agreement term expires 365 calendar days after the Notice to Proceed (NTP) Date.

SECTION III--PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Consultant's compensation and fees as more fully described in **Exhibit "B"** for performance of the services approved and accepted by City under this Agreement must not exceed $159,140 for the full term of the Agreement. Consultant may not increase any compensation or fees under this Agreement without the City's prior written consent. Consultant must submit monthly requests for payment of services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subconsultant's or supplier's actual requests for payment plus similar narrative and listing of their work. Consultant must submit an Application and Certification for Payment Sheet with the monthly request for payment to: CapitalProjects.Payables@chandleraz.gov. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work effort expended on the service during the preceding month. All requests for payment must be submitted to City for review and approval. City will make payment for approved and accepted services within 30 calendar days of City's receipt of the request for payment. Consultant bears all responsibility and liability for any and all tax obligations that result from Consultant's performance under this Agreement.

SECTION IV--CITY'S OBLIGATIONS

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

SECTION V--GENERAL CONDITIONS

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

To City:	City of Chandler - Public Works & Utilities Department Attn: CIP City Engineer: Daniel Haskins, P.E. P.O. Box 4008, Mail Stop 407 Chandler, AZ 85244-4008 Phone: 480-782-3335 Email: Daniel.Haskins@chandleraz.gov	
With a copy to:	City of Chandler - Public Works & Utilities Department Attn: Alyssa Siqueiros, Project Manager P.O. Box 4008, Mail Stop 407, Chandler, AZ 85244-4008 Phone: 480-782-3343 Email: Alyssa.Siqueiros@chandleraz.gov	
To Consultant:	**LEGAL COMPANY NAME:**	Kimley-Horn and Associates, Inc.
	Mailing Address:	1661 E. Camelback Road, Suite 400 Phoenix, AZ 85016
	Physical Address:	1661 E. Camelback Road, Suite 400 Phoenix, AZ 85016
	Statutory Agent Name:	CSC
	Statutory Agent Mailing Address:	2626 Glenwood Ave., Suite 550 Raleigh, NC 27608
	Statutory Agent Physical Address:	2626 Glenwood Ave., Suite 550 Raleigh, NC 27608
	CONSULTANT'S AUTHORIZED PROJECT REPRESENTATIVE	
	Name:	Adam Perillo, PLA
	Title:	Senior Vice President
	Phone:	602-906-1155
	Email:	Adam.Perillo@kimley-horn.com

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

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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 Ill 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 Ill 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 ("lndemnitor") must indemnify, save and hold harmless City and its officers, officials, agents and employees ("lndemnitee") from any and all claims, actions, liabilities, damages, losses or expenses

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(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

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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

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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,

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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

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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.

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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.

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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

_____
Mayor

RECOMMENDED BY:

Leticia Vargas for September 23, 2026
Daniel Haskins, P.E.
CIP City Engineer

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk Seal

"CONSULTANT"
KIMLEY-HORN AND ASSOCIATES, INC.

Adam Perillo, PLA September 23, 2026
Signature Date

Adam Perillo, PLA
Print Name

Senior Vice President
Title

adam.perillo@kimley-horn.com
Signer Email Address

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EXHIBIT “A”
SCOPE OF SERVICES/SCHEDULE

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City of Chandler

Folley Memorial Park and Pool Master Plan

Exhibit A – Scope of Work

August 7, 2026

Prepared for:

City of Chandler

Prepared by:

Kimley»Horn

Expect More. Experience Better.

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City of Chandler Folley Memorial Park and Pool Master Plan

The City of Chandler is seeking a consultant design team lead by a landscape architect to complete an overall master plan for the existing Folley Park and Pool. The purpose of this project is to provide essential infrastructure and site improvement updates to the Folley Park and Pool. The pool building needs to be renovated and expanded to include a training/meeting space and staff workspace. The expansion of the aquatic center will impact the south section of the park. The master plan will examine expansion opportunities in coordination with impacts to the existing park. The master plan will include stakeholder coordination and public outreach, which will help inform the ultimate site layout and impacts to the park. The final deliverable of this project phase will be an approved conceptual master plan.

The City has identified the following upgrades to be considered as part of the Folley Park and Pool Master Plan:

Aquatic Center Improvements:

- New competition pool with space for spectators, play pool (42” depth), and small spray pad
- Additional shade opportunities on pool deck
- Reconfiguration of entrance, parking, and access, potentially including an additional adjacent parcel
- Consideration of event needs and logistics
- Building with typical aquatics facility functionality including a large training room space, office space, and a small gym space
- Pump room enclosure and storage area

Park Improvements:

- Maintain two large diamond fields
- Consider recent renovation of north side of park
- Consider turf reduction opportunities and keeping mature trees existing to remain
- Large ramada to be evaluated and possibly replaced
- New park restroom building
- Consider pedestrian circulation between park and pool

TASK 1.0 PROJECT INITIATION

TASK 1.1 KICK-OFF MEETING WITH CITY OF CHANDLER AND CONSULTANT DESIGN TEAM

The purpose of this meeting is to formally kick-off the project with the consultant design team, City of Chandler (City) team, and project stakeholders.

Goals and Vision:

The first step toward creating the initial vision and goals for the City of Chandler Folley Park and Pool Master Plan project will be accomplished by a workshop-style kick-off meeting with the project design team and City. The project vision and goals will be identified by the team with City and the key project stakeholders. The meeting will be led by the Consultant team with agenda input from City.

Stakeholder Identification:

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The consultant design team will work with the City to identify key stakeholders that will be involved in the master plan and conceptual development process. A project involvement matrix including a contact list of stakeholders will be developed by the Consultant with input from the City team. The project team has identified the following initial key project stakeholders:

Initial Project Stakeholder List to include, but not limited to:

- City of Chandler Community
- City of Chandler Parks and Recreation
- City of Chandler Parks & Recreation Board
- City of Chandler Council
- City of Chandler Development Services
- Frye Elementary School/Chandler Unified School District
- User Groups
- Utility Agencies

Project Schedule

The consultant design team will clarify any assumptions with City of Chandler to develop the overall baseline project schedule. The Consultant will present the project schedule based on this identified scope of work for the City of Chandler Folley Park and Pool Master Plan to achieve project goals and objectives and to deliver the project. The outlined process should be organized and mapped to show the relationship between tasks to allow effective and timely planning of tasks, and designate key project milestones and deliverable dates for each phase. The level of involvement and roles for each task and phase will also be identified. The important milestone dates will be proposed by the Consultant and refined and approved by City of Chandler.

Communication Protocol

The project lines of communication will be established between the consultant design team, City of Chander, and others as necessary. The Consultant points of contact will be Sean Wozny and Marissa Pellegrini. Communications to the design team will copy the design core team of Sean Wozny and Marissa Pellegrini, Kimley-Horn, (KHA). Design team communication to discipline team members and subconsultants will be distributed by Kimley-Horn.

Public and Agency Outreach Planning

The initial public outreach plan will also be developed and coordinated with the City of Chandler. To begin this process, the consulting team has proposed two Community Workshops. A meeting agenda and content will be prepared and submitted to the City of Chandler for review and input. Once the public outreach plan has been approved formal dates will be determined. The consultant design team has included an initial schedule for the City to review. The meeting schedule, agenda, venue, invites, and meeting content will be finalized with the City of Chandler. The consultant design team would like to work with the City's Communications team to also discuss the social media, website and electronic opportunities to help develop strategies to engage the public for this project.

Project Involvement Matrix

The consultant design team will compile a listing of contact information containing phone numbers and email addresses, and agency/firm and role on project. This contact list will be the project involvement

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matrix and will include the entire project team including the design team and City staff as well as key stakeholders and additional agencies.

TASK 1.2 CONSULTING DESIGN TEAM KICK-OFF MEETING

The consultant design team will meet independent of the City to discuss the project milestones, overall schedule, and upcoming meetings, project coordination, and deliverables. This meeting will include the entire design team.

TASK 1.3 SITE TOUR

The consultant design team will walk the project site with the City of Chandler staff. The consultant design team will collect site photos and document existing conditions and site infrastructure.

TASK 1.4 PROJECT BENCHMARKING EXAMPLES

The consultant design team will identify project examples on a national and regional level to draw initial inspiration for future project elements for the City project. The benchmarking shall include park and aquatic facility examples.

TASK 1.5 PROJECT WEBSITE

Kimley-Horn and Team will provide content for the project website and website updates. It is assumed the City of Chandler will create and house the project website. All public documents generated during the master planning process will be posted and available at the City's discretion.

TASK 1.6 PROJECT MANAGEMENT

The consultant design team will track action items and provide project updates. The Consultant will track overall project design budgets and provide project invoice summary updates with completion of work updates on a task-by-task basis. The Consultant will be the communication conduit between City and the multidiscipline team members.

TASK 2.0 DATA COLLECTION, FIELD WORK, SITE INVENTORY, AND INVESTIGATION

TASK 2.1 TOPOGRAPHIC & BOUNDARY SURVEY/AERIAL MAPPING/TITLE REPORT

The consultant design team will conduct a topographical and boundary survey of the proposed City of Chandler project site. The topographic survey will be completed by RLF. The associated requirements and services for this task are denoted below.

Topographic Survey Requirements:

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- Horizontal Datum will be based on the Arizona Coordinate System, 1983, Central Zone, scaled from a tangent plane method by a combined grid factor (grid-scale factor multiplied by elevation factor) to achieve ground distances. Vertical Datum will be on NAVD-88 or as specified by the municipality.
- The limits of topographic survey consist of the existing pool and park site, the open turf area at Frye Elementary, and the adjacent site for potential expansion.
- Provide site topography within the limits above. Provide contours at 1-foot intervals, with spot elevations on an approximate 25 to 50 foot cross-section, with additional spot elevations at critical locations (i.e. high points, low points, at top and bottom of curb line, edge of pavement, etc.).
- Locate existing utilities to include sewer manholes, water valves, grates, inlets, and other features as delineated on the aerial exhibit provided by the client and attached hereto.
- Locate subsurface utility makings to be on the ground at time of survey.
- RLF will use traditional survey methodology along with UAS obtained close range photogrammetric data to produce high precision 3D models to produce topographic mapping in support of ground survey obtained data.
- RLF will produce a 3D point cloud of the subject terrain and all feature objects with an overall precision of +/- 1- 3mm per pixel. The client can extract geospatial data as needed from the 3D point cloud.
- RLF will produce a geo-referenced ortho-rectified aerial image with a GSD (Ground Sampling Distance) of 0.50 inch/pixel.
- RLF will include a boundary with Right of Way delineation as well as existing easement delineation based on current title report.

TASK 2.2 DATA COLLECTION

The consultant design team shall obtain surrounding project as-built plans from the City of Chandler. A blue stake design ticket will also be submitted by the consultant design team to identify all utility companies with facilities within the project area. Utility contact information shall be collected identifying the point of contact for the utility company. Utility map requests will also be completed in order to obtain utility mapping for the proposed project location.

TASK 2.3 EXISTING LARGE RAMADA ASSESSMENT

The consultant design team shall evaluate the existing large ramada. The consultant shall provide an overall assessment of the existing amenity with documentation of findings and recommendations for the maintenance or replacement of the large ramada.

TASK 3.0 SITE ANALYSIS

TASK 3.1 DRAINAGE ANALYSIS AND ASSESSMENT REPORT

The Consultant shall prepare a report identifying how the site currently functions and the site's ultimate drainage capacity. The city's design parameters will also be defined for concept development. The Consultant will accomplish this task by running a pre-project model, holding meetings, and analyzing alternatives.

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TASK 3.2 INFRASTRUCTURE ASSESSMENT REPORT

The Consultant shall author a report documenting and summarizing the existing site infrastructure (overhead and underground) including but not limited to wet utilities – potable water, reclaimed water, sanitary sewer as well as dry utilities – electrical, natural gas, fiber optics, and communication infrastructure. The report shall include analysis regarding existing utility capacity and include an initial study of future utility demand for the planned park improvements. It will also identify possible utility connection and tie-in options to be considered during concepts development. The steps the Consultant shall take to accomplish this task are as follows:

Order a Blue Stake Design Ticket: Consultant shall obtain required information on utilities and facilities within the project area. Based on the blue stake (AZ811) design ticket, the utility company information shall be identified and compiled into a utility contact list. The Consultant shall make a utility mapping request to the utility companies with facilities in the project area.

Conduct Infrastructure Analysis and Assessment including Meeting(s) as necessary with Public Works Department and other departments if necessary: The Consultant shall identify existing infrastructure impacting the Folley Park and Pool Master Plan development and design concepts. This task shall include identification of existing and proposed CIP projects that may impact or are needed to support the Folley Park and Pool project. The analysis and assessment shall include review of water, wastewater, reclaimed water, streets, traffic signals, storm water and municipal facilities. The Chandler Project Manager will coordinate the required staff for this meeting.

Prepare an Infrastructure Assessment Report: This Assessment Report will contain:

1. Existing utility infrastructure Inventory
    a. Verify the size, material, location, depth, and capacity of existing wet utilities within the park and along the park street frontages
2. Utility connection/tap locations
    a. Identify tapping and connection options for the park site to access water, sanitary sewer, and flood irrigation infrastructure
    b. Identify need and feasibility of fiber optic network infrastructure for future internet connectivity
3. Demand analysis
    a. Determine potable water, sanitary sewer demand for Folley Park and Pool concepts
    b. Determine fire line demand for site improvements and facility / buildings
4. Phasing options for infrastructure
    a. Identify a tiered approach to water, and sewer infrastructure based on potential project phasing
    b. Identify design parameters, standards, and requirements
    c. Identify permitting requirements and associated fees
    d. Provide comprehensive cost estimate of initial infrastructure

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TASK 3.3 IRRIGATION ASSESSMENT

This report shall identify irrigation options based on future site programing and concept development and evaluate water source supply options including the existing flood irrigation infrastructure and any existing pumping systems. The Consultant shall utilize the following:

1. **Chandler Irrigation Meeting:** Consultant shall conduct necessary meetings to discuss the current water source and irrigation system for Folley Park and Pool.

3.3.1 IRRIGATION SUPPLY AND DEMAND MODELING

The Consultant shall provide irrigation supply and demand modeling based on the following:

1. Participate in several stakeholder and community meetings to understand potential site programming elements to understand irrigation needs and provide irrigation options for the master plan concept development:
    a. Active and passive turf grass areas
    b. On-site water storage facility
    c. Landscaped areas (utilizing Chandler's established planting specifications)
2. The Consultant shall calculate anticipated irrigation water supply and demand requirements. Based on potential site programming elements, the anticipated irrigation water supply and demand requirements will be calculated using three master plan scenarios developed by the design team.
    a. Identify potential conflicts between available supply and anticipated demand to assist in determining feasibility of site programming elements and their associated development footprints and phasing parameters
    b. Determine potential water supply infrastructure improvements
    c. Develop potential strategies for construction phasing based on irrigation demands and build-out irrigation demand

3.3.2 IRRIGATION WATER SUPPLY AND STORAGE EVALUATIONS AND IRRIGATION WATER MASTER PLAN

Based on anticipated irrigation water supply and demand calculations for the scenarios listed above, the Consultant shall provide assistance with cost evaluation of water resource delivery, and infrastructure, system elements.

TASK 3.4 OPPORTUNITIES & CONSTRAINTS MAPPING

The consultant design team shall utilize the previously collected data and site information to provide site analysis in order to develop an opportunities and constraints graphic for the project site. Site analysis shall include:

- Utilities, wet and dry
- Easements and Rights of Way
- Adjacent land use

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- Offsite & Onsite Drainage for Folley Park and Pool
- Pedestrian Circulation and Access including adjacent neighborhoods and businesses
- Vehicular Circulation and Access
- Maintenance Access

The consultant design team will also want to schedule meetings with City of Chandler Development Services staff to discuss existing utilities and infrastructure requirements. The consultant team shall coordinate with the City of Chandler project manager to schedule utility meetings.

TASK 4.0 INITIAL COMMUNITY PROGRAMMING STUDY

TASK 4.1 PROGRAMMING SERVICE STUDY

The Consultant shall work with the City to develop an initial programming service study to determine community programming needs for Folley Park and Pool. This shall include evaluation of current City programming provided by the nearby existing parks within a 3-to-5-mile service area as well as an evaluation of the previously completed Parks Strategic Master Plan. This will be the initial step in identifying current and future programming needs for the community.

TASK 4.2 ELECTRONIC SURVEY

Kimley-Horn and Team will create up to two online surveys administered through www.surveymonkey.com. The electronic surveys would be administered at the beginning of the project in order to capture initial programming and amenity input. The electronic survey will provide an early touch to identify who is using facilities, understand the needs and gain interest and invitation to the project.

TASK 5.0 COMMUNITY OUTREACH / STAKEHOLDER INVOLVEMENT

TASK 5.1 FOCUS GROUP MEETINGS

Kimley-Horn and Team will work with the City of Chandler to conduct focus group meetings with key user groups and committees. Meeting shall include questions to encourage discussion within the group and will be one hour in duration. The team will conduct up to 2 focus group meetings with key stakeholders to evaluate their vision for Folley Park and Pool. These interviews/focus groups will help the Team gain an understanding of the community needs, strengths, and weaknesses of the park.

TASK 5.2 PROJECT TEAM COMMUNITY OUTREACH PRE-WORKSHOP #1

The following definitions are utilized within this task.

- **Project Team**: The project team consists of the City of Chandler and the design consultant team.
- **Workshop Meeting**: Workshop meetings are working design meetings with the City of Chandler and the design team prior to an open house.
- **Work Period**: This is the period of time between workshop and open house meetings in which the design consultant team will work with the City to prepare content for the upcoming workshop and open house meetings.
- **Open House**: Public outreach meeting with the community led by the consultant design team with the City.

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The pre-workshop #1 meeting will consist of a meeting with the consultant design team and the City to further discuss initial project steps including mission/vision statement, project goals and initial programming as well as the initial Community programming study in task 4. The consultant design team will confirm data collected and discuss content developed during the site analysis process. The site opportunities and constraints will be presented to the City project team to begin the formal process of concept development with the Community Outreach.

TASK 5.3 WORK PERIOD #1 – MISSION / GOALS & CONCEPTUAL PROGRAM

Work period #1 shall include the finalization of the previously collected data and site analysis. The consultant design team shall begin creating content and presentation materials for workshop #1 and open house #1 based on input from the City and key stakeholders at the initial public outreach planning meeting and the pre-workshop meeting. The content will be developed and shared with the City during project update meetings for approval prior to the workshop and open house meetings. An initial programming list will be developed based on previously collected inputs.

TASK 5.4 PROJECT TEAM WORKSHOP #1 – KICK-OFF MEETING, MISSION/GOALS, PROGRAM, DATA COLLECTION

Workshop #1 will be a half day working session with the project team to present project materials / information and participate in site and building programming activities. This meeting will provide the venue for the project team to discuss the following key project elements:

- Schedule and project timeline
- Project vision, goals and objectives
- Present project site opportunities and constraints
- National slide tour of similar community park and aquatics facilities to provide vision of the potential program components
- Discuss current and future community needs
- Preliminary program review discussion
- Discuss priorities and phasing options
- Review previous inputs/Community Survey results
- Review alternative building program options
- Participatory activities with Project Team for project input to include:
    - Site template programming exercise to allow the Project Team to experience the site opportunities and constraints of the site when determining potential site program elements. Program elements to include parking requirements for the project team to fully understand space requirements for various programing elements.

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TASK 5.5 FACILITATION OF COMMUNITY OPEN HOUSE #1 IN PERSON

The consultant design team shall facilitate community open house #1 with the project team to formally begin the community outreach process.

- Virtual site tour of the project site including opportunities and constraints, define the scope of the master plan
- Slide tour of benchmark community parks and aquatics facilities
- Display aspirational photographs and similar plans for other community parks and facilities
- Play Dot-ocracy or Programming template as participatory exercise identification of programming needs and amenities
- Gather input in question-and-answer format.
- Introduce the digital methods to stay current and track project progress, provide feedback and attend future public outreach meetings.

TASK 5.6 PROJECT TEAM FOLLOW UP (DOWNLOAD) SESSION WITH THE CITY OF CHANDLER REPRESENTATIVES

The consultant design team will provide the project team with a recap of information collected from the workshop #1 meeting and the community open house #1 meeting. Final collected inputs will be compiled and presented to the City. Formal meeting summaries will be provided to the project team once completed after the City recap meeting.

TASK 5.7 WORK PERIOD #2A – PROGRAM REFINEMENT AND SITE EVALUATION

Work period #2A shall include revisions to the preliminary program plan based on all inputs from workshop #1 and open house #1. The consultant design team shall create options of proposed park program spaces and area requirements. Conceptual program diagrams for Folley Park and Pool will be compiled and initial conceptual relationship bubble diagrams will be developed. The project budget model will be updated based on finalized programming.

TASK 5.8 PROJECT TEAM PROGRESS UPDATE MEETING

The consultant design team will meet with the project team to review all collected programming input information. Review the updated mission and goal statement. Review three options of proposed park and recreation program spaces and area requirements. Review the site evaluation of the park conceptual bubble diagrams. Review preliminary capital costs for each program. The project team shall provide comments and input on conceptual bubble diagrams and programming. The project team to provide a preferred program for further review and input.

TASK 5.9 WORK PERIOD #2B – PROGRAM REFINEMENT AND SITE EVALUATION

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Work period #2B shall include revisions to the program plans as needed based on the input from the Task 5.10 Project Team meeting feedback and comments. The consultant design team will begin to develop two site concepts based on the prioritized programming needs identified by the Community and project stakeholders. The aquatics facility building will include preliminary floor plan diagrams. The consultant design team shall develop presentation materials for Workshop #2 and open house #2.

TASK 5.10 PROJECT TEAM WORKSHOP #2 – PROGRAM, COMMUNITY OPEN HOUSE

Workshop #2 will be a half day working session with the project team to present project materials / information and participate in site and building programming activities. This meeting will provide the venue for the project team to discuss the following key project elements:

- Development of preliminary program consensus (confirm programming decisions)
- Discuss program areas that may be impacted by community stakeholder and partner input
- Review two initial site master plan concepts
- Review Alternative Program plan relationship diagrams and suggest recommended modifications for further study to arrive at recommended floor plan
- Review and discuss project budget and construction costs

TASK 5.11 FACILITATION OF COMMUNITY OPEN HOUSE #2 – IN PERSON

The consultant design team shall facilitate community open house #2. Project elements to be presented include:

- Presentation up to two Park Site Master Plan concepts
- Present Aquatics Building Program
- Gather input

TASK 5.12 PROJECT TEAM FOLLOW UP (DOWNLOAD) SESSION WITH THE CITY OF CHANDLER REPRESENTATIVES

The consultant design team will provide the project team with a recap of information collected from the workshop #2 meeting and the community open house #2 meeting. Final collected inputs will be compiled and presented to the City. Formal meeting summaries will be provided to the project team once completed after the City recap meeting.

TASK 5.13 PARKS & RECRATION BOARD UPDATE #1

The consultant design team will provide a project update to the City of Chandler leadership / executive team. The meeting shall provide a current project update. The project team with a recap of information collected from the workshop #2 meeting and the community open house #2 meeting.

TASK 5.14 WORK PERIOD #3 – MASTER PLAN CONCEPT REFINEMENT

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Work period #3 shall include refining the two site master plan concepts into a singular concept base on the feedback from the Community and project stakeholders. The aquatics center building will include a final floor plan diagram and spatial allocation/programing matrix.

TASK 5.15 PROJECT TEAM WORKSHOP #3 – PROGRAM, COMMUNITY OPEN HOUSE

Workshop #3 will be a half day working session with the project team to present project materials / information and participate in site and building programming activities. This meeting will provide the venue for the project team to discuss the following key project elements:

- Review refined singular site master plan concept
- Review cost budget model against goals

TASK 5.16 PARKS & RECRATION BOARD UPDATE

The consultant design team will provide a project update to the City of Chandler leadership / executive team. The meeting shall provide a current project update with the most up-to-date park concept for review.

TASK 6.0 MASTER PLAN DEVELOPMENT

TASK 6.1 DEVELOPMENT OF MASTER PLAN

The final master plan report shall include an implementation plan with phasing alternatives, funding options and implementation timeline with final cost estimate.

TASK 6.2 FINAL MASTER PLAN REPORT

The Consultant shall submit the final approved master plan report to the City of Chandler in hard copy and electronic format.

TASK 7.0 FINAL SITE PLAN

TASK 7.1 DEVELOPMENT OF FINAL SITE PLAN

The consultant design team shall complete the final site plan design and color rendering and provide the following supporting graphics and information for the entire Folley Park and Pool site, including:

- Image boards with character images, sketches, graphics to represent the overall ‘feel’ of the park
- Preliminary plant palette
- Brief narrative describing goals and objectives
- Final opinion of probable cost

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PROJECT SCHEDULE

The Consultant team assumes an eight-month schedule for this project. Proposed project milestones are shown below. Upon project kick-off, the Consultant will clarify any assumptions with City of Chandler to develop the overall detailed project schedule. The Consultant will present the project schedule based on this identified scope of work for the City of Chandler Folley Park and Pool Master Plan to achieve project goals and objectives and to deliver the project. The important milestone and outreach dates will be proposed by the Consultant and refined and approved by City of Chandler.

Project Task	**Duration**
Task 1.0 Project Initiation	October 2026 – November 2026
Task 2.0 Data Collection, Field Work, Site Inventory, and Investigation	October 2026 – November 2026
Task 3.0 Site Analysis	November 2026 – January 2027
Task 4.0 Initial Community Programming Study	November 2026 – February 2027
Task 5.0 Community Outreach/Stakeholder Involvement	December 2027 – April 2027
Task 6.0 Master Plan Development	March 2027 – April 2027
Task 7.0 Final Site Plan	April 2027 - May 2027

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EXHIBIT “B”
COMPENSATION AND FEES

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Exhibit B - City of Chandler Folley Memorial Park and Pool Master Plan

	Kimley-Horn									
	Project Manager Sean Wozny	**Sr. Landscape Architect** Marissa Pellegrini Randall Kopff	**Landscape Architect** Alex Morgan	**Sr. Engineer** Robert Lyons Jason Fenner	**Engineer** Hunter Older	**Designer** Braxton Ballard Emily Hilby	**Analyst** Mara Broggi	**Tech / Drafter** Marc Salazar Jason Getz	**Admin / Clerical** Zoey Krzyzewski	**Total**
	$220.00	$195.00	$175.00	$195.00	$175.00	$150.00	$125.00	$115.00	$100.00	
Task 1.0 Project Initiation										
1.1 Kick-Off Meeting with City of Chandler and Consultant Design Team	2	2					4			$ 1,330
1.2 Consultant Design Team Kick-off Meeting	2	2							4	$ 1,230
1.3 Site Tour	4	4					8		2	$ 2,860
1.4 Project Benchmarking Examples		2	2				4			$ 1,240
1.5 Project Website		4				10	12		4	$ 4,180
1.6 Project Management / Meetings	32									$ 7,040
Subtotal Hours	40	14	2	-	-	10	28	-	10	104
Subtotal Dollars	$ 8,800	$ 2,730	$ 350	$ -	$ -	$ 1,500	$ 3,500	$ -	$ 1,000	$ 17,880
TASK 2.0 Data Collection Field Work, Site Inventory, and Investigation										
2.1 Topographic Survey and Aerial Mapping (RLF)										$ -
2.2 Data Collection		4	8					4		$ 2,640
2.3 Existing Large Ramada Assessments		4		4			4			$ 2,060
Subtotal Hours	-	8	8	4	-	-	4	4	-	28
Subtotal Dollars	$ -	$ 1,560	$ 1,400	$ 780	$ -	$ -	$ 500	$ 460	$ -	$ 4,700
TASK 3.0 Site Analysis										
3.1 Drainage Analysis and Assessment Report		2		8	12		8			$ 5,050
3.2 Infrastructure Assessment				8	8	20		8		$ 6,880
3.3 Irrigation Assessment (Aqua)										$ -
3.4 Opportunities & Constraints Mapping		2		2		4	20	8		$ 4,800
Subtotal Hours	-	4	-	18	20	24	28	16	-	110
Subtotal Dollars	$ -	$ 780	$ -	$ 3,510	$ 3,500	$ 3,600	$ 3,500	$ 1,840	$ -	$ 16,730
TASK 4.0 Initial Community Programming Study										
4.1 Programming Service Study		4				8	12			$ 3,480
4.2 Electronic Survey			8			8			8	$ 3,400
Subtotal Hours	-	4	8	-	-	16	12	-	8	48
Subtotal Dollars	$ -	$ 780	$ 1,400	$ -	$ -	$ 2,400	$ 1,500	$ -	$ 800	$ 6,880
Task 5.0 Community Outreach / Stakeholder Involvement										
5.1 Focus Group Meetings (2 Focus Group Meetings)	4	4								$ 1,660
5.2 Project Team Community Outreach Pre-Workshop No. 1 Meeting		2	2							$ 740
5.3 Work period No. 1 - Mission / Goals & Conceptual Programming		2								$ 390
5.3.1 Community Workshop Meeting Materials and Exhibits		2	6		6	4	12	8		$ 5,510
5.4 Project Team Workshop No. 1 - Kickoff Meeting	2	2								$ 830
5.5 Facilitation of Community Open House No. 1 - In Person	4	4	4		4	4	4			$ 4,160
5.6 Project Team Follow Up (Download) Session with City of Chandler	2	2				4			4	$ 1,830
5.7 Work Period No. 2A - Program Refinement and Site Evaluation	2	2								$ 830
5.7.1 Concept Development (Two Concepts)		8	8			16	24	30	8	$ 12,610
5.7.2 Cost Model Development			4		4		8			$ 2,400
5.8 Project Team Progress Update Meeting	2	2								$ 830
5.9 Work Period No. 2B - Program Refinement and Site Evaluation	4	4	4				12			$ 3,860
5.10 Project Team Workshop No. 2 - Program, Community Open House	2	2								$ 830
5.11 Facilitation of Community Open House No. 2 - In Person	4	4	4		4	4	4			$ 4,160
5.12 Project Team Follow Up (Download) Session with City of Chandler		2				4			4	$ 1,390
5.13 Parks & Recreation Board Update Meeting No. 1	2	2					4			$ 1,330
5.14 Work Period No. 3 - Master Plan Concept Refinement	2	2								$ 830
5.14.1 Master Plan Concept Development - Final Concept		2	4			4	12	16		$ 5,030
5.14.1 Opinion of Probable Cost		2	4		4					$ 1,790
5.15 Project Team Workshop No. 3 Program, Community Open House		2				4	8	12		$ 3,370
5.16 Parks & Recreation Board Update	2	2								$ 830
Subtotal Hours	32	54	40	-	22	44	88	66	16	362
Subtotal Dollars	$ 7,040	$ 10,530	$ 7,000	$ -	$ 3,850	$ 6,600	$ 11,000	$ 7,590	$ 1,600	$ 55,210
Task 6.0 Master Plan Report with Executive Summary										
6.1 Development of Master Plan		8		8		4	8	10		$ 5,870
6.2 Final Master Plan		8		8		4	8	8		$ 5,640
Subtotal Hours	-	16	-	16	-	8	16	18	-	74
Subtotal Dollars	$ -	$ 3,120	$ -	$ 3,120	$ -	$ 1,200	$ 2,000	$ 2,070	$ -	$ 11,510
Task 7.0 Final Site Plan										
7.1 Site Plan Development										$ -
7.1.1 Overall Conceptual Site Plan		1	2		2		2	12		$ 2,525
7.1.2 Conceptual Landscape Plan		1					2	12		$ 1,825
7.1.3 Conceptual Grading and Drainage Plan							2	12		$ 1,630
Subtotal Hours	-	2	2	-	2	-	6	36	-	48
Subtotal Dollars	$ -	$ 390	$ 350	$ -	$ 350	$ -	$ 750	$ 4,140	$ -	$ 5,980
TOTAL MASTER PLANNING HOURS	72	102	60	38	44	102	182	140	34	774
TOTAL DESIGN FEES	$ 15,840	$ 19,890	$ 10,500	$ 7,410	$ 7,700	$ 15,300	$ 22,750	$ 16,100	$ 3,400	$ 118,890

Subconsultants

Aqua Engineering (Irrigation)	$ 2,500
RLF Surveying (Topographic Survey and Aerial Mapping)	$ 11,750
Counsilman-Hunsaker (Aquatics)	$ 16,000
Barker Rinker Seacat (BRS) Architecture (Architecture)	$ 5,000
Owner's Allowance	$ 5,000
Total Design Fee	$ 159,140

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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

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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.

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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.

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EXHIBIT "D"
SPECIAL CONDITIONS

Standard Details and Specifications. Consultant must be familiar with City's latest revision of the MAG Specifications and MAG Standard Details as amended by City. City's current amendment to the MAG Specifications, part of City's Unified Development Manual, may be found and downloaded from City's website at http://www.chandleraz.gov/udm.

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, field notes, tracings, studies, investigations, design analyses, original drawings, original mylars, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of City and are to be delivered to the Project Manager before the final payment is made to Consultant. In the event these Documents are altered, modified or adapted without the written consent of Consultant, which consent Consultant must not unreasonably withhold, City agrees to hold Consultant harmless to the extent permitted by law from the legal liability arising out of City's alteration, modification or adaptation of the Documents.

Re-use of Documents. The parties agree the documents, drawings, specifications and designs, although the property of City, are prepared for this specific project and are not intended nor represented by Consultant to be suitable for re-use for any other project. Any re-use without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant.

Documents to Bear Seal. Consultant and its subconsultants must endorse by professional seal all plans, works, and deliverables prepared by each for this Agreement as required by state law.

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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.

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Counsilman · Hunsaker
AQUATICS FOR LIFE

AQUATIC STUDY AGREEMENT

THIS AGREEMENT made and entered into at ST. LOUIS, MISSOURI , this 25th day of August 2026 by and between KIMLEY-HORN, hereinafter referred to as the **"Client"** and **COUNSILMAN-HUNSAKER & ASSOCIATES, INC**., a Missouri corporation, doing business at 12851 Manchester Rd, Suite 120, St. Louis, MO 63131, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Client, is undertaking an Aquatic Study Plan for Folley Park in Chandler, Arizona, hereinafter referred to as the "**Project**" and,

WHEREAS, the Consultant is a consultant in the field of swimming pool complex planning and design, and

WHEREAS, the Client, is desirous of retaining the Consultant as its independent contractor for purposes of assisting with the Folley Park Master Plan,

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

I. SERVICES: The Client hereby retains the Consultant as its aquatic planning and design consultant for the proposed Project. The scope of the Consultant's services are:

A. Participate in virtual kickoff meetings with design team and City
B. Provide aquatics information for introductory PowerPoint presentations if needed.
C. Meet on-site with the steering committee, plus any designated community groups and/or individuals involved in the Project to analyze needs and determine objectives in order to ascertain existing levels of service and the perceived needs of various user groups in the community.
D. Participate in aquatics stakeholder meetings if needed
E. Recommendations to include aquatics amenities, number of pools, location, etc.
Develop opinion of cost for aquatics specific construction
Participate in virtual consultant team meetings throughout project.
Produce aquatics section written content and overview slides for draft master plan.
Support final presentation virtually

II. DRAWINGS: All of the reports, drawings and specifications prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies of the reports, drawings, and specifications.

III. DELIVERABLES:

A. Base Deliverables (included in lump sum listed under IV. FEES):

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1. Copy of all presentations in PDF format and graphics for Owner use that detail the process and findings for the feasibility study.
   a. Project kickoff presentation
   b. Market demographics
   c. Meeting notes
   d. Engagement platform creation
   e. Concept review presentation
   f. Engagement platform results
   g. Final presentation
   h. Final report

IV. FEES: The Consultant's fee shall be a lump sum of **$16,000.00** including one (1) site visit and exclusive of any related travel expenses. Travel expenses to be billed at cost.

The Consultant shall submit monthly statements of basic and additional and reimbursable expenses based upon the Consultant's hourly rate schedule for services completed at the time of billing. The Client shall make payment within thirty (30) days after receipt of the invoice from Counsilman-Hunsaker. Consultant may, after giving seven (7) days written notice to the Client, suspend services until payment is made in full of all past due invoices for this Project.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Counsilman-Hunsaker and Counsilman-Hunsaker's officers, directors, partners, employees, agents and Counsilman-Hunsaker's consultants, and any of them, to Client and anyone claiming by, through or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the conclusions and recommendations expressed in the study shall not exceed the total compensation received by Counsilman-Hunsaker under this Agreement.

V. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal	$285.00/hour
Director	$250.00/hour
Project Manager	$220.00/hour
Project Engineer/Architect	$185.00/hour
Design Associate	$155.00/hour
Administrative	$90.00/hour
Site Visit	$1,800.00 /day *

* Excluding travel expenses

VI. TERMINATION: Each party agrees that upon the occurrence of a material breach or default of the other under the terms of this Agreement, it shall provide written notice of such default to the other. Such written notification given by the party shall specifically state the material breach or default under the terms of this Agreement. The notified party shall have thirty (30) days after such notice is given to remedy the specific breach or default. Upon the failure by the defaulting party to cure the specified breach or default within the allotted time, or recurrence of the same breach within thirty (30) days after

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its initial cure, the other party shall have the right to terminate this Agreement except with respect to any liabilities or obligations which, under the terms of this Agreement are to survive its termination.

VII. SCHEDULE OF WORK: The Consultant shall execute all of the tasks listed above within 180 calendar days of receipt of a signed agreement and authorization to proceed. Review periods by the Client, or other extensions not caused by the Consultant, will be added to the 180 calendar days.

VIII. ENTIRE AGREEMENT: This agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between this Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will be controlling.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED: COUNSILMAN/HUNSAKER & ASSOCIATES, INC.	KIMLEY-HORN
_____ Signature	_____ Signature
George Deines, Studio Director _____ CH Team Member & Title	_____ Printed Name & Title
8/25/2026_____ Date	_____ Date

Client Information:
Marissa Pellegrini, PLA, ASLA
Kimley-Horn | 14648 North Scottsdale Road, Suite 200, Scottsdale, AZ 85254
Direct: 602.906.1153 | Mobile: 773.391.2252 | www.kimley-horn.com

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BARKER RINKER SEACAT ARCHITECTURE

July 29, 2026

Marissa Pellegrini
Kimley-Horn
14648 North Scottsdale Road, Suite 200
Scottsdale, AZ 85254

Chandler Folley Park Master Plan – Aquatic Support Facilities / Park Restrooms Programming Proposal

Marissa,

Barker Rinker Seacat Architecture (BRS / Consultant) appreciates the opportunity to assist Kimley-Horn (KH / Prime) and the City of Chandler (City / Owner) in programming future aquatic support facilities and park restrooms at Folley Park as part of a new park master plan.

The scope of work and proposed fee with this letter agreement are based on correspondence between BRS and KH on July 27 and July 28, 2026.

PROJECT UNDERSTANDING / TASKS

Our professional services will be based on providing programming, spatial allocation needs, and rough order of magnitude pricing relative to the scope identified for the facilities above. BRS anticipates being engaged in up to four (4) virtual coordination meetings with KH and the City to identify the programming and scope for the facilities. Once an understanding of the program has been established, BRS will use our historic cost database to provide an opinion of probable costs for the aquatic support facilities and park restrooms.

BRS will prepare a tabular program identifying anticipated spaces and approximate spatial allocations. Conceptual floor plans, diagrams, and renderings are excluded.

A site visit and travel are excluded. KH will provide available site photographs, background information, and a detailed project base. BRS will base our work on this information.

SCHEDULE

BRS will align our schedule with a work plan developed by KH. It is anticipated that this project will take place over a number of months and will conclude in early 2027.

PROPOSED PROFESSIONAL FEES

For these services as outlined in the scope of work above, we are proposing a fee of **$ 5,000** (Five Thousand and 00/100 US Dollars), inclusive of reimbursable expenses. Our services will be billed on a monthly, percent-complete basis.

BRS 2026 HOURLY RATES

Barker Rinker Seacat Architect Staff	Hourly Rate
Kevin Armstrong, Partner	$265
Project Manager, TBD	$205
Architectural Designer, TBD	$140

DENVER
990 S. BROADWAY
SUITE 222
DENVER, CO 80209
303.455.1366

DALLAS
129 S. MAIN ST.
UNIT 250
GRAPEVINE, TX 76051
817.527.6880

BRSARCH.COM

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STANDARD OF CARE

In providing the services outlined in this proposal, BRS will endeavor to perform our work in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. BRS will perform the services outlined in the scope of work as expeditiously as is consistent with professional skill and care for the orderly progress of the project as it is conducted. Regardless of any other term or condition of this Agreement, BRS makes no expressed or implied warranty of any sort.

LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to the Prime, Owner, and the Consultant, the risks have been allocated such that the Prime agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, owners, and employees for any and all injuries, claims, losses, expenses, damages of any nature whatsoever or claims expenses arising out of this Agreement from any cause or causes, so that the total aggregate liability of the Consultant and Consultant's officers, directors, owners, and employees to all those named shall not exceed the Architect's total fee for services rendered on this project.

TERMINATION OF SERVICES

Either party may terminate the agreement upon 10 days' written notice if the other party fails to meet its obligations. BRS shall be paid for all services rendered to the date of termination.

ADDITIONAL SERVICES

Additional Services beyond those set forth within this proposal may be provided if authorized or confirmed in writing by the Prime, in addition to the compensation for basic services. Additional Services also include services resulting from significant changes in the general scope of the work plan, but not limited to, changes in complexity, schedule or revising previously accepted studies, reports, or design documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to and not reasonably anticipated prior to the preparation of such studies, reports or documents, or are due to any other causes beyond Barker Rinker Seacat's control.

PROPOSAL CLARIFICATIONS

The following clarifications and assumptions are provided to further outline the services in this proposal:

1. Detailed cost estimating is excluded. BRS will use our historic database to develop a rough order of magnitude opinion of probable costs.
2. Conducting a detailed existing building facility assessment, including mechanical, electrical, plumbing, technology, and structural engineering evaluations, is excluded.
3. Concept layouts are excluded.
4. Meetings beyond those outlined above in the project understanding are excluded.
5. Services or products requested beyond the Scope of Work outlined above are excluded.

If you agree with the terms and conditions above, please sign below. Upon receipt of one signed copy of this Letter Agreement, we will begin work on the project. The conditions of this letter shall be applicable for forty-five (45) days from the date of this letter after which, BRS reserves the right to review and/or renegotiate them with KH.

We look forward to the prospect of working with Kimley-Horn and assisting the team with programming future aquatic support facilities and park restrooms at Folley Park. We will be ready to begin work promptly upon

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receiving a signed copy of this letter. Please review this proposal and let us know if you have any questions or comments. Thank you for including us as part of the team.

Best regards,



Kevin Armstrong, AIA | LEED AP
Principal, Studio Partner

ACCEPTED BY KIMLEY-HORN:

_____
Signature

_____
Title

_____
Date

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July 27, 2026

Project: **P26170 Chandler Folley Park**

Marissa Pellegrini, PLA, ASLA
Kimley-Horn | 14648 North Scottsdale Road, Suite 200, Scottsdale, AZ 85254

RLF Consulting is pleased to submit this proposal for Land Surveying Services
Our scope and fee are based on the following assumptions:

- The project area contains approximately 20.0 acres of land.
- The following Parcels are included as part of this proposal for reference to the Maricopa County Assessors data (APN), **303-14-005C & 303-15-025F**
  - **Owner**: CHANDLER CITY OF
  - **Property Address**: 601 E FRYE RD CHANDLER 85225
  - **Mailing Address**: PO BOX 4008 MS 606 CHANDLER AZ USA 85244
  - **303-16-015**
  - **Owner:** PRIDE TRAVEL CENTERS LLC
  - **Property Address:** 680 E MORELOS ST CHANDLER 85225
  - **Mailing Address**: 5240 S SUNLAND GIN RD ELOY AZ USA 85122
- The Horizontal Datum will be based on the Arizona Coordinate System, 1983, (Central) Zone
- The Vertical Datum will be based on NAVD 88 City of Chandler

Task 001 – Topographic Survey

- Verify horizontal and vertical control in accordance with the Arizona Boundary Survey Minimum Standards .
- The limits of topographic survey consist of attached AOI
- Provide site topography to include contours at 1-foot intervals, with finish floors, spot elevations at critical locations (i.e., high points, low points, at top and bottom of curb line, edge of pavement, etc.).
- Locate existing planimetric features and visible utilities to include sewer manholes, water valves, grates, inlets, and other features as observed
- RLF will use traditional survey methodology along with UAS obtained close range photogrammetric data to produce high precision 3D models to produce topographic mapping.
- RLF will produce a geo-referenced ortho-rectified aerial image of the parcel with a GSD (Ground Sampling Distance) of 0.70 inch/pixel.

Project deliverables-

- 2D/3D CAD Basemap in Civil 3D format. | DTM Surface in Civil 3D format. | xml surface data | Georeferenced Ortho Image ASCII Point Files | Sealed Topographic Survey sheet and Control Meta data

Proposed Fee
Task 001 – Topographic Survey Fee…… $11,750.00

NOTES:

- The following services, if required, will be provided upon separate written authorization by the Client at cost plus and or time and materials. Title reports and/or mapping of additional documents |Property Descriptions and exhibits| Mailings & printings | Agency related fees | Additional Land Surveying items

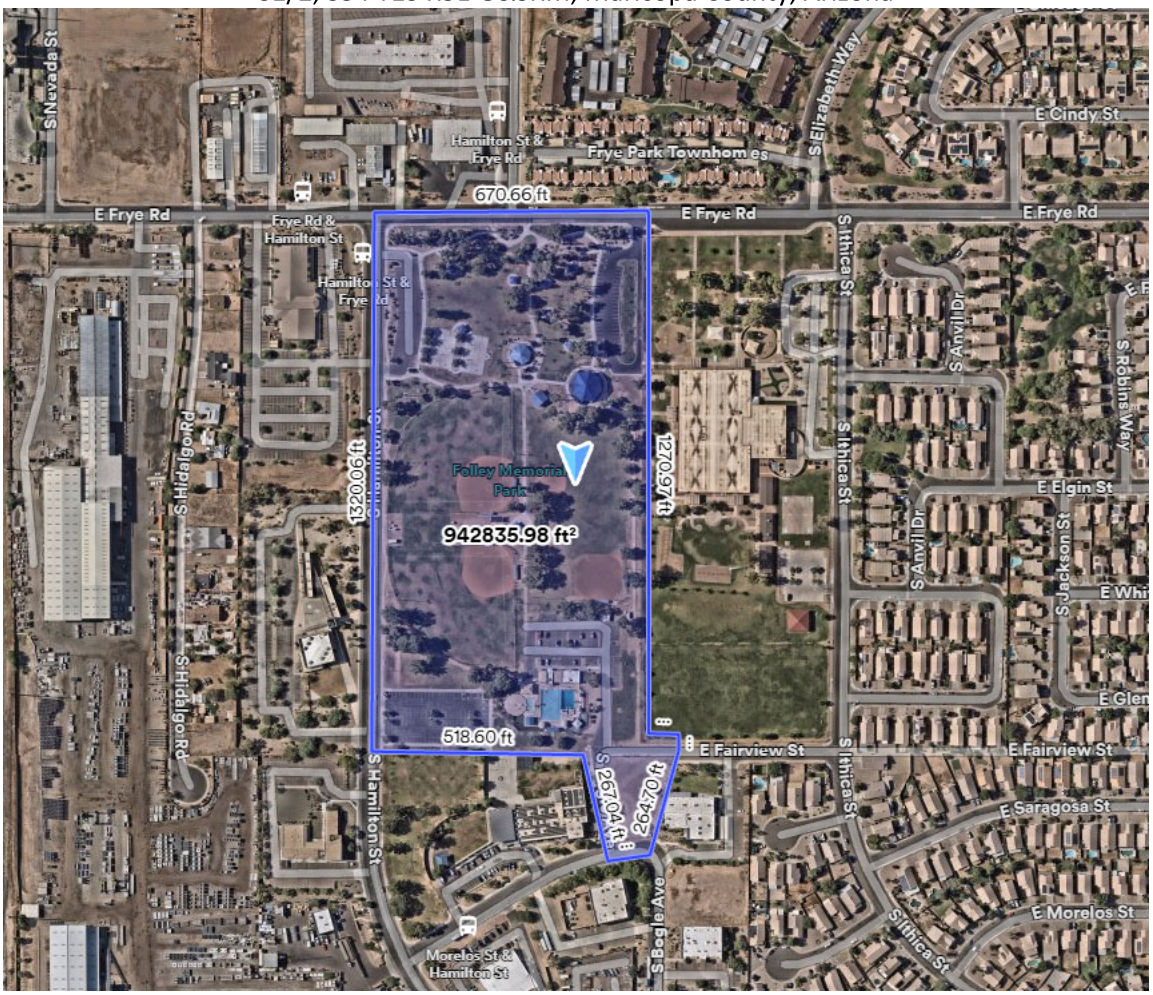
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Sincerely,

RLF CONSULTING, LLC
2165 W. PECOS RD STE. 5 | CHANDLER, AZ 85224
D. (480)719.7196 | Main. (480) 445.9189
WWW.RLFCONSULTING.COM

1870 W. Prince Rd. Ste. 39 Tucson, AZ 85705
o. (520) 230-7753 | c. (480) 550-2649

Project AOI
S1/2, S34 T1S R5E G&SRM, Maricopa County, Arizona



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EXHIBIT "F"
FEDERAL REQUIREMENTS

N/A