



November 17th, 2025

Mr. Tomas A. Sanchez
City Engineer
City of San Luis | Engineering Department
1090 E. Union Street | P.O. Box 3750 | San Luis, AZ 85349

**Re: Union Street and 4th Avenue Improvements Design Scope and Fee
For City of San Luis**

Dear Mr. Sanchez:

Kimley-Horn and Associates, Inc. (“Engineer” or “Kimley-Horn”) is pleased to submit this letter agreement (the “Agreement”) to the City of San Luis (“City”) for providing traffic signal and roadway improvement design services along Union Street and 4th Avenue.

PROJECT DESCRIPTION

The project includes preparing construction document services for new sidewalk and roadway improvements and a proposed traffic signal at Union Street and 4th Avenue located in San Luis, Arizona. The purpose of this improvement project is to widen the ½ mile segment of 4th Avenue from one lane to two lanes in each direction and maintain a center turn lane with bike lanes. New vertical curb and gutter will also be evaluated to be added along Union Street between 4th Avenue and McCain Avenue. This scope of services includes final design (60%, 90%, Sealed) services to develop construction plans, opinion of probably cost, and bid tabulation for the project improvements.

SCOPE OF SERVICES:

Proposed services include the following:

Task 1. Project Management

Project management includes contract management, schedule, invoicing, internal meetings with staff, Quality Control/Quality Assurance, CADD maintenance, and discipline/subconsultant coordination.

Kimley-Horn will attend the following meetings as a part of this project:

- Kickoff meeting (up to 3 Kimley-Horn staff attending virtually)
- Up to two comment resolution meetings (2 Kimley-Horn staff attending virtually)
- Up to three progress meetings (2 Kimley-Horn staff attending virtually)

Any meetings beyond those listed above will be considered additional services.

Task 2. Data Gathering

- a. The City will furnish the latest as-builts and quarter section maps for City-owned facilities (roadway, water, sewer, right-of-way, and aerials) that are available, as well as privately owned facilities (as available), within the project limits to Kimley-Horn. Kimley-Horn will review available records and aerials within the project limits.
- b. Kimley-Horn will perform up to one (1) field review for the project during the conceptual design phase. The field review is to provide field observations, perform additional field measurements, confirm design approach, and verify survey data.
- c. The City will provide Kimley-Horn with existing traffic reports, warrants, crash data, and timing information.
- d. The City will obtain a topographic survey for the project area and provide to Kimley-Horn. Kimley-Horn will coordinate with the City and their survey consultant on survey limits.
- e. The City will provide 24-hour turning movement and average annual daily traffic counts at the intersection.
- f. Kimley-Horn will develop CADD base files to use for the project from files provided by the City and will update CADD base files based on additional field measurements.

Task 3. Signal Warrant and Base Timings

- a. Kimley-Horn will analyze the intersection for the installation of a traffic signal. The traffic signal warrant will be analyzed using applicable MUTCD, 11th Edition signal warrant methodology.
 - i. It is assumed that the applicable MUTCD warrants are:
 - (1) Warrant 1: Eight-Hour Vehicular Volume
 - (2) Warrant 2: Four-Hour Vehicular Volume
 - (3) Warrant 3: Peak Hour
 - (4) Warrant 7: Crash Experience
 - ii. Findings will be documented in a memorandum to be delivered to the Town in electronic PDF format.
- b. Kimley-Horn will provide base timings for the new traffic signal.
 - i. Base timing recommendations for both intersections will only include the following:
 - (1) Red clearance
 - (2) Yellow clearance
 - (3) Min green
 - (4) Max green
 - (5) Ped walk (where applicable)
 - (6) Ped flash don't walk (where applicable)
 - ii. Yuma County standards and/or MUTCD or other agreed upon standards will be used for determining the base timings
 - iii. Initial measurements needed will be taken from the signal design plan sheets only

- iv. Kimley-Horn will address one round of city comments and provide final base timings to city to implement once signals are built

Task 4. Utility Coordination and ROW

- a. Kimley-Horn will submit a design ticket with Arizona 811 to collect and review existing utility basemaps within the project limits. Kimley-Horn will incorporate utility lines into base files, with adjustments based on field survey of utility features.
- b. Kimley-Horn will coordinate with existing utility providers identified in the Blue Stake and resulting information will be shown on the plan and used for coordination of services. Kimley-Horn will coordinate specifically with the City of San Luis, APS, Spectrum and Lumen to obtain utility comments and clearances on project submittals.
- c. Kimley-Horn will distribute stage submittal plans and perform utility coordination to obtain utility comments and clearances. Kimley-Horn will compile and respond to comments made by utility companies. Kimley-Horn will not be responsible for prior rights verification.
- d. Kimley-Horn will compile and provide utility clearance documentation and prepare a utility clearance letter summarizing correspondences and clearance information received.
- e. Kimley-Horn will verify and confirm existing ROW based on survey and the County assessor's GIS mapping.

Task 5. Roadway Design and Plan Production

Kimley-Horn will develop the final roadway design (60%, 90%, and Sealed) stage submittals.

Kimley-Horn will reference the City of San Luis and Maricopa Association of Governments (MAG) standard specifications and will provide construction information for any items not covered by those standard specifications through notes and details in the construction plans.

The roadway construction plans are anticipated to include the following sheets:

- Cover Page (1 Sheet)
- Vicinity Map and General Notes (Up to 1 Sheet)
- Survey Control and Geometric Layout Plan (Up to 1 Sheet)
- Typical Sections (Up to 1 Sheets)
- Construction Details (Up to 1 Sheet)
- Custom Ramp Details (Up to 1 Sheet, 2 ramps per corner, up to 8 ramps total)
- Demolition/Removal Plans (Up to 3 Sheets)
 - 20 Scale @ 1,200-feet of sheet coverage (600-feet, double banked)

- 0.5 miles of project length on 4th Avenue = 2 sheets @ 20 Scale
 - 0.1 miles of project length on Union Street = 1 sheets @ 20 Scale
 - The demolition/removal plans will display the following elements: Asphalt, concrete, pavement markings, signs, and planting/tree removal limits.
- Civil Improvement Plans (Up to 3 Sheets)
 - 20 Scale @ 1,200-feet of sheet coverage (600-feet, double banked)
 - 0.5 miles of project length on 4th Avenue = 2 sheets @ 20 Scale
 - 0.1 miles of project length on Union Street = 1 sheets @ 20 Scale
 - The roadway plans will display the following elements: Horizontal and vertical control for proposed paving limits, ADA curb access ramps, roadway tapers, curb and gutter, curb openings for drainage, and sidewalk. Profile views will not be provided. Separate staking/grading plans will not be provided.
- a. Rehabilitation of the existing pavement is NOT included. Separate roadway summary sheets will NOT be provided.
- b. An ADA Inventory or Feasibility Report will not be included as part of this project.

Task 6. Traffic Signal Design and Plan Production

Kimley-Horn will design traffic signal at the intersections of Union Street and 4th Avenue in accordance with ADOT/Yuma County Standard Details.

- a. Kimley-Horn will use the City of San Luis layout as the basis of design.
- b. Kimley-Horn will prepare the plan set at a 1" = 20' scale at 60%, 90%, and Sealed and will include the following sheets for each location:
 - Union Street and 4th Avenue
 - General Traffic Signal Notes and Legend Sheet (1 Sheet)
 - Traffic Signal Layout Sheet (1 Sheet)
 - Pole Schedule Sheet (1 Sheet)
 - Conductor Schedule Sheet (1 Sheet)
- c. Kimley-Horn will coordinate with the traffic signal design with local power provider (APS) to define a power source to serve the traffic signal.
- d. Kimley-Horn will coordinate with City Staff to obtain a service address. We will assist the City with information to prepare for the service request letter submittal to power company. Service request will be the responsibility of the City.
- e. Kimley-Horn will obtain utility base design files from utilities, which will be utilized to avoid conflicts. Utility coordination and clearance will not be completed by Kimley-Horn and will be the responsibility of the City.

- f. Kimley-Horn will use their Subconsultant Nicklaus Engineering, Inc. (NEI) to obtain pothole information. Accurate will provide pothole data for 10 locations.

Task 7. Signing and Marking Design and Plan Production

New signing and pavement marking is anticipated throughout the intersection and roadway improvements.

Signing and pavement marking will be included into the development of the final traffic design (60%, 90%, and Sealed) stage submittals. Plan sheets include:

- Signing and Pavement Marking general notes, details, and quantities sheet (1 sheet)
- Signing and Marking Plan Sheets (3 sheets)
 - 20 Scale @ 1,200-feet of sheet coverage (600-feet, double banked)
 - 0.5 miles of project length on 4th Avenue = 2 sheets @ 20 Scale
 - 0.1 miles of project length on Union Street = 1 sheets @ 20 Scale

Sign summary sheets are not included.

Task 8. Coordinate Limited Geotechnical Report

Kimley-Horn's sub-consultant will provide a geotechnical report that will be referenced in the plans and estimate for pavement structural section recommendations (Refer to the enclosed proposal by Nicklaus Engineering, Inc. (NEI)). The purpose of these services is to obtain core samples, perform testing of samples to determine subgrade condition, and utilize cores to determine the recommended structural section for the widening and if a mill or reconstruct depth treatment along the existing roadway is necessary to support projected traffic volumes. A limited geotechnical report will be developed and provided to the City of San Luis to determine if a treatment of the existing pavement is required as part of this project. The final limited geotechnical report will summarize the findings and recommendations for design options of new pavement structural sections and will be based on the traffic report previously prepared by NEI.

Task 9. Drainage Memorandum

Kimley-Horn will prepare a drainage memorandum to summarize the pavement drainage conditions and assess proposed pavement drainage based upon the widened/curbed roadway section. We assume that offsite drainage evaluation is not necessary, and we assume that pavement drainage can be discharge from the roadway via surface flow, thus storm drain or subsurface discharge calculations/design are excluded. A Draft Drainage Memorandum will be included as part of the 60% design submittal. The Final Drainage Memorandum will be submitted as part of the 90% Submittal.

Task 10. Street Lighting Design

The Consultant will prepare a pedestrian lighting design within the project limits that establishes pole locations based on the City's approved standard spacing criteria and will utilize an approved City-standard pole and luminaire type. The Consultant will coordinate with the serving utility provider (APS) to determine the available point of connection for the lighting system and confirm power service requirements. Light poles and pull boxes will be shown on the roadway plan sheets. One additional sheet will be added for lighting details.

Task 11. Cost Estimates and Specifications

- a. A list of anticipated quantities will be prepared and submitted at each design stage submittal.
 - Quantities will not be presented on the plan sheets but will be in a separate quantities' and cost estimate spreadsheet using custom bid items based on ADOT item descriptions.
 - An opinion of probable cost will be provided for these quantities.
- b. Kimley-Horn assumes that the City will not require full specifications bid package. Kimley-Horn will prepare any technical item specifications required by the City/Contractor to provide more information. Item specifications will be prepared for the 90% and Sealed submittals. The specifications will be prepared utilizing ADOT format and will be item specifications required for the project only.

Assumptions

- a. A scoping letter or project assessment is not included.
- b. Traffic analysis is not included. Storage length and phasing will be determined by the City staff or City standards.
- c. One set of consolidated comments is anticipated from the City for each submittal.
- d. Environmental services are not included.
- e. Utility design is not included, and utility files will be readily available. The design can be completed without impacts to utilities.
- f. Lighting design will be limited to pole and junction box location. Conduit/conductor design to be done by APS.
- g. ITS/fiber interconnect plans and details are not included.
- h. Construction phase services are not included.
- i. Right-of-way descriptions, legal exhibits, and staking are not included. No ROW acquisition or TCE's are anticipated.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional

services and performed at our then current hourly rates. The list of additional services included but are not limited:

- Additional meetings
- Environmental services
- Scoping letter or project assessment
- Intersection traffic analysis and report
- Implementation and fine-tuning services for timings
- Survey
- Traffic counts
- ROW title reports or acquisition services
- Interconnect design and plans
- Photometric design
- Electrical system design (voltage drops panel schedules)
- Post design services
- Public engagement meetings
- Other services as requested by the City's Project Manager not explicitly outlined in this scope of services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- As-builts
- Any City utility basemaps
- Topographic Survey
- Preferred signal equipment

Schedule

See attached tentative schedule. The schedule is contingent upon the City providing data and comments in the appropriate timeframe and may change based on factors that may come up during design.

Fee and Expenses

Kimley-Horn will perform the services in this scope for the total lump sum fee of **\$150,382.00** including allowances. Individual task amounts are informational only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. All permitting, application, and similar project fees will be paid directly by the Client.

Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions at 602-216-1299 and lina.bearat@kimley-horn.com.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Lina Bearat, P.E.
Project Manager

cc: Fee

City of San Luis
 Union Street and 4th Avenue
 Intersection Improvements
 Design Fee Proposal

TASK DESCRIPTION		PM/Senior Professional II	Senior Professional	Professional	Sr Analyst/ Junior Engineer	Designer	Project Accountant	Admin Support
PROJECT MANAGEMENT/PUBLIC INFORMATION MEETINGS	\$ 6,565.00	13	0	3	13	0	6	4
Kickoff meeting and communications	\$ 845.00	1		1	3			
Monthly invoices and progress reports	\$ 1,350.00	3					6	
Develop and manage schedule	\$ 480.00	2						
Administrative/Subconsultant coordination	\$ 900.00	2						4
Progress Meetings (up to 3)	\$ 1,590.00	3			6			
Attend up to three (2) comment resolution meetings	\$ 1,400.00	2		2	4			
DATA GATHERING	\$ 10,280.00	10	2	20	28	0	0	0
Data collection and review	\$ 1,240.00	1	2		4			
Field Visit/Measurements/Documentation	\$ 4,995.00	9		9	9			
Coordination and compilation of survey information	\$ 510.00			3				
Develop CADD Base Files	\$ 3,535.00			8	15			
SIGNAL WARRANT AND TIMINGS	\$ 3,070.00	2	0	5	12	0	0	0
Signal warrant analysis	\$ 1,910.00	1		3	8			
Base timings	\$ 1,160.00	1		2	4			
UTILITY COORDINATION AND ROW	\$ 6,975.00	2	6	19	0	11	0	6
Submit Blue Stake Ticket from Arizona 811	\$ 210.00							2
Map approximate location of utilities	\$ 1,090.00			2		6		0
Evaluate Utility Responses	\$ 1,685.00		1	5		5		0
Prepare Utility Clearance Letter	\$ 1,100.00		1	4				2
Verify/confirm ROW	\$ 2,890.00	2	4	8				2
CONCEPTUAL DESIGN AND EXHIBIT (30%)	\$ -	0	0	0	0	0	0	0
Roll Plot Design and Annotation	\$ -							
Opinion of Probable Cost	\$ -							
ROADWAY DESIGN AND PLAN PRODUCTION	\$ 39,905.00	0	13	41	79	150	0	0
Cover Page (1 Sheet)	\$ 960.00			1	2	4		
Vicinity Map and General Notes (Up to 1 Sheet)	\$ 1,880.00		1	2	4	6		
Survey Control and Geometric Layout Plan (Up to 1 Sheet)	\$ 4,305.00		2	5	8	15		
Typical Sections (Up to 1 Sheets)	\$ 2,815.00		1	2	7	10		
Construction Details (Up to 1 Sheet)	\$ 3,585.00		1	2	8	15		
Custom Ramp Details (Up to 1 Sheet, 2 ramps per corner, up to 8 ramps total)	\$ 6,300.00		2	4	10	30		
Demolition/Removal Plans (Up to 3 Sheets @ 20 Scale)	\$ 8,255.00		3	10	15	30		
Civil Improvement Plans (Up to 3 Sheets @ 20 Scale)	\$ 11,805.00		3	15	25	40		
TRAFFIC SIGNAL DESIGN AND PLAN PRODUCTION	\$ 19,550.00	15	0	38	64	0	0	2
General Notes / Details (1 sheet)	\$ 1,160.00	1		2	4			
Traffic Signal Sheets (3 sheets)	\$ 16,680.00	12		30	60			
Point of Service Coordination	\$ 1,710.00	2		6				2
SIGNING AND PAVEMENT MARKING	\$ 11,840.00	11	0	20	40	0	0	0
General Notes / Details (1 sheet)	\$ 1,160.00	1		2	4			
Signing and Marking Plans (Up to 3 Sheets @ 20 Scale)	\$ 10,680.00	10		18	36			
COORDINATE LIMITED GEOTECHNICAL REPORT	\$ 1,755.00	1	1	4	0	5	0	0
Coordinate geotechnical findings / reports	\$ 1,755.00	1	1	4	0	5		
DRAINAGE MEMORANDUM	\$ 9,255.00	6	9	0	15	30	0	0
Drainage Assessment Memorandum	\$ 9,255.00	6	9	0	15	30		
STREET LIGHTING DESIGN	\$ 17,260.00	3	12	33	58	0	0	0
Lighting Layout	\$ 9,880.00	2	5	15	40			
Detail Sheets	\$ 4,600.00		3	8	18			

**City of San Luis
 Union Street and 4th Avenue
 Intersection Improvements
 Design Fee Proposal**

TASK DESCRIPTION		PM/Senior Professional II	Senior Professional	Professional	Sr Analyst/ Junior Engineer	Designer	Project Accountant	Admin Support
Coordination with APS	\$ 2,780.00	1	4	10				
COST ESTIMATES AND SPECIFICATIONS	\$ 7,980.00	7	0	20	20	0	0	0
Estimate of Probable Construction Cost	\$ 5,800.00	5		10	20			
Item Specifications	\$ 2,180.00	2		10				
SUBTOTAL DIRECT LABOR	\$ 134,435.00	57	43	178	277	196	6	12

EXPENSES	
EXPENSES	\$ 10,222.00
Expenses (Local travel, mileage, printing)	\$ 300.00
Subconsultant - Counts (Provided by City/YMPO)	\$ -
Subconsultant - Geotechnical Services	\$ 9,922.00
Subconsultant - Survey (Provided by City Consultant)	\$ -
EXPENSE SUBTOTAL	\$ 10,222.00

SUBTOTAL	
TOTAL PROJECT SUBTOTAL WITHOUT ALLOWANCES (LUMP SUM)	\$ 144,657.00
ALLOWANCES	
ALLOWANCES	\$ 5,725.00
Subconsultant - Potholing	\$ 5,725.00
ALLOWANCE SUBTOTAL	\$ 5,725.00

SUBTOTAL	
TOTAL PROJECT SUBTOTAL WITH ALLOWANCES (LUMP SUM)	\$ 150,382.00

Union and 4th Intersection Improvements Design Schedule

ID	Task Name	Duration	Start	Finish	Predecessors	Timeline											
						Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26	Aug '26	Sep '26	Oct '26	Nov '26
1	NTP	1 day	Mon 12/1/25	Mon 12/1/25													
2	<i>Kickoff Meeting</i>	1 day	Wed 12/3/25	Wed 12/3/25													
3	Survey & ROW Investigation	15 days	Mon 12/1/25	Fri 12/19/25		[
4	Field Investigation	1 day	Tue 12/16/25	Tue 12/16/25													
5	60% PS&E	82 days	Wed 12/17/25	Thu 4/9/26		[
6	60% PS&E Submittal	45 days	Wed 12/17/25	Tue 2/17/26	4	[
7	60% Receive Comments	15 days	Wed 2/18/26	Tue 3/10/26	6	[
8	<i>60% Comment Resolution Meeting</i>	7 days	Wed 3/11/26	Thu 3/19/26	7	[
9	95% PS&E	67 days	Tue 3/31/26	Wed 7/1/26	8	[
10	95% PS&E Submittal	20 days	Tue 3/10/26	Mon 4/6/26	7	[
11	95% Receive Comments	15 days	Tue 4/7/26	Mon 4/27/26	10	[
12	<i>95% Comment Resolution Meeting</i>	7 days	Tue 4/28/26	Wed 5/6/26	11	[
13	100% PS&E	45 days	Tue 6/9/26	Mon 8/10/26	12	[
14	100% Submittal	20 days	Mon 4/27/26	Fri 5/22/26	11	[
15	100% Receive Comments	10 days	Mon 5/25/26	Fri 6/5/26	14	[
16	Sealed P&E	13 days	Mon 6/8/26	Wed 6/24/26	15	[

Project: Revised Project Schedule Date: Thu 11/13/25	Task		Inactive Task		Start-only	
	Split		Inactive Milestone		Finish-only	
	Milestone		Inactive Summary		Deadline	
	Summary		Manual Task		Progress	
	Project Summary		Duration-only		Manual Progress	
	External Tasks		Manual Summary Rollup			
	External Milestone		Manual Summary			

September 18, 2025

Ms. Vanessa Rodriguez, P.E.
Kimley-Horn
3300 East Sunrise Drive, Suite 130
Tucson, AZ 85718

Subject: *Letter Proposal/Agreement for North 4th Avenue Widening Project, San Luis, Arizona, Geotechnical Investigation Proposal*

Dear Ms. Rodriguez:

Nicklaus Engineering, Inc. (“**Consultant**”) appreciates the opportunity to submit this proposal to provide the subject services to Kimley-Horn (“**Client**”). Nicklaus will perform a Geotechnical Investigation (the “**Services**”) as described in the attached **Exhibit A** and in conformance with the attached Terms and Conditions.

As compensation for the performance of the Services, Nicklaus is proposing a fee of \$9,922.00. The period of performance for this project will be 15 calendar days following our Notice to Proceed. If this proposal is acceptable, please sign below and return it to us as our Notice to Proceed.

We look forward to completing this project for Kimley-Horn. If we may be of any further service or answer any questions, please do not hesitate to contact us.

IN WITNESS WHEREOF the parties hereto, Client and Consultant have signed this Agreement, inclusive of the attached Terms and Conditions, effective as of the day and year of the signature by Client below. Client’s signature below constitutes the Notice to Proceed and Client’s acceptance of this proposal.

Nicklaus Engineering, Inc.

Kimley-Horn



Signature

Signature

Craig C. Chase, Senior Geologist

Name & Title (Typed or Printed)

Name & Title (Typed or Printed)

September 18, 2025

Date of Signature

Date of Signature

TERMS AND CONDITIONS

I. AGREEMENT

These Terms and Conditions are entered into between the Client and Nicklaus Engineering, Inc. ("Consultant"). Consultant will perform the services ("Services") set forth in the proposal as attached hereto (the "Proposal"). The Proposal and these Terms and Conditions constitute a binding agreement ("Agreement") between Client and Consultant.

II. COMPENSATION

Client agrees to pay for the Services properly performed in accordance with the Proposal. Progress payments may be billed monthly in proportion to the work properly performed. Client agrees that payment to Consultant will be made within 30 days (Net 30) from the date of a properly submitted invoice from the Consultant. Payment shall be made to:

Nicklaus Engineering, Inc.
1851 W. 24th Street, Suite 201
Yuma, Arizona 85364
Attn: Nathan Downing

Should the Client fail to make payment as specified herein, interest at the rate of 2% per month on any overdue balance shall accrue and be added to the billing. The Client shall be responsible for all collection costs, interest, and attorney's fees required for Consultant to obtain proper payment.

III. STANDARD OF CARE; REPRESENTATIONS AND WARRANTIES.

Consultant is employed to render a professional service and any payments made by Client are compensation solely for such Services rendered. Consultant shall perform the Services in accordance with generally accepted engineering or industry standards and practices in effect at the time the Services are rendered.

If Consultant's performance of Services hereunder requires Consultant to rely on information provided by Client or other parties with whom Client contracts, Client shall be responsible to Consultant to verify the validity, completeness, or accuracy of such information.

IV. ACTIVITIES REQUIRED OF CLIENT

Client agrees to perform or facilitate the performance of the following, if applicable to the Services:

1. Provide access to the site, including coordination with any tenants.
2. Provide readily available information on the past history and operations at the site.

3. Provide available and known information on the nature of contaminants found on the property, if any, including any analytical reports on soils or groundwater.
4. Provide information on locations of known underground tanks, pipes, and utilities for the site.

V. INDEMNIFICATION

Client agrees to indemnify and hold harmless Consultant and its partners, directors, officers, employees, agents and members, as applicable, with respect to any and all claims, losses, damages, liabilities, judgments or settlements (including but not limited to reasonable attorneys' fees, costs and other expenses) incurred by Consultant on account of any Professional Services conducted by Consultant pursuant to this contract; provided, however, this indemnification shall not extend to cover any claims, losses, damages, liabilities, judgments or settlements (including attorneys' fees, costs and other expenses) incurred by such indemnified persons on account of the negligence, willful misconduct, or fraud of Consultant (or its partners, directors, officers, employees, agents or members, as applicable).

VI. HAZARDOUS MATERIALS

Client acknowledges that Consultant may perform part of the Services at facilities that may contain pre-existing hazardous materials or pollution conditions ("Preexisting Conditions"), and Client releases Consultant from any liability that results from or is attributable to such Preexisting Conditions. Client further acknowledges that Consultant had no prior role in the generation, treatment, storage, or disposition of such materials or conditions. The indemnification of Article V above shall apply to Preexisting Conditions.

VII. NO BENEFIT FOR THIRD PARTIES

The Services to be performed by Consultant hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any other person or entity.

VIII. WORK PRODUCT

Consultant and Client recognize that the Services performed hereunder have been commissioned by Client and that any work product generated by Consultant is intended solely for Client's benefit and use and may not be relied upon or reused by any other third party without Consultant's prior written consent. By this assignment, Consultant's work product will become the sole property of Client when Consultant has been compensated in accordance with this agreement. Consultant may keep copies of all work product for its records.

EXHIBIT A

September 18, 2025

Kimley-Horn
3300 East Sunrise Drive, Suite 130
Tucson, AZ 85718

Attention: Ms. Vanessa Rodriguez, P.E.
Reference: City of San Luis – North 4th Avenue Widening Project
½ mile Section North of East Cesar Chavez Boulevard
Geotechnical Investigation Proposal

Dear Ms. Rodriguez,

In accordance with your request, Nicklaus Engineering, Inc. (Nicklaus) is pleased to present Kimley-Horn (Client) with this proposal to provide a geotechnical investigation for the proposed improvements at the above-referenced project. Our proposal includes a brief project background, proposed scope of services, associated cost, and scheduling information.

PROJECT BACKGROUND

Based on the information provided by the Client in email communications and a review of GoogleEarth™ online imagery, the subject project involves the widening of an approximately ½ mile section of the existing North 4th Avenue in the City of San Luis, Arizona. The south end of the project starts approximately 275 feet north of the intersection with East Cesar Chavez Boulevard and extends north along North 4th Avenue for approximately ½ mile. The approximate site coordinates of the subject project alignment are 32.501499, -114.778065 on the north end of the project and 32.495035, -114.778000 on the south end of the project. Approximate surface elevations along the proposed alignment are 136 feet above mean sea level (amsl) on the north end and 131 feet amsl on the south end. We understand that the subject project will widen the existing street section to approximately 48 feet to match the northern end and the future southern end that will be widened with the Cesar Chavez Boulevard project. Associated project construction also includes new curb and gutter, sidewalk, and a traffic signal at North 4th Avenue and Union Street.

No further information is known at this time. No grading or structural plans were available at the time of our preparation of this proposal.

PROPOSED SCOPE OF SERVICES

Based on the previously discussed information, Nicklaus is proposing to conduct the following scope of services with the intent to identify reasonably discernable geotechnical conditions present along the proposed project alignment that could adversely impact the proposed site development. Our proposed scope of services includes:

- Limited desktop research includes a review of aerial photographs and readily available literature regarding regional and local geologic conditions, depth to groundwater, and other reasonably available geologic/geotechnical data or subsurface information relevant to the subject project and the proposed construction.
- Conduct a geotechnical reconnaissance along the proposed project alignment and the immediate vicinity.
- Coordinate with Arizona 811 personnel to identify the presence of underground utilities for clearance of the proposed boring locations.
- Preparation, coordination, and submittal of a City Encroachment permit application and Traffic Control Plan.
- The existing street surface will be cored at the planned boring locations using concrete coring equipment with a 12-inch core barrel in order to provide access to the subsurface for drilling/sampling for the exploratory borings.
- Nicklaus will subcontract traffic control personnel which will include traffic cones, construction signage and flaggers and preparation of a traffic control plan. Traffic control will be maintained during the coring and drilling operations. The AC cores and AB material will be removed from the site, and the coring locations will be backfilled with auger cuttings and base course and patched with rapid set concrete prior to leaving the site after the field investigation.
- Drill a total of five (5) exploratory borings along the planned project alignment. Two (2) of the borings will be drilled within the North 4th Avenue pavement, and three (3) borings will be drilled within the unimproved right-of-way (spaced approximately every 500 to 550 linear feet) to a maximum depth of approximately 10 to 15 feet below the existing ground surface (bgs). The proposed exploratory borings will be drilled to the planned maximum depth(s) or to refusal (whichever is shallower). We will employ a track-mounted, hollow stem auger drilling rig with a three (3) man crew to advance the exploratory borings. Auger cuttings will be used as backfill material upon drilling completion of each borehole. It is assumed that the material can be drilled using standard hollow stem auger drilling equipment.
- The exploratory borings will be logged by a field geologist who will also collect relatively undisturbed and bulk soil samples from the exploratory borings for laboratory testing and analyses. Relatively undisturbed soil samples will be collected at approximately 2.5 or 5-foot intervals using either a Standard Penetration Test (SPT) sampler or Modified California sampler. Samplers will be driven with a 140-pound autohammer falling 30-inches. Blow counts for sampler penetration will be recorded to evaluate relative density and/or consistency of the site soils.
- Collect and document field data, including a detailed site plan and boring logs.
- Conduct laboratory testing to evaluate pertinent geotechnical characteristics of the encountered site soils that we anticipate will include moisture content, dry density, grain size distribution, standard Proctor, R-value, and corrosivity (depending on encountered soil conditions at the discretion of Nicklaus staff)
- Evaluation of the field and laboratory data for pertinent soils engineering and geotechnical parameters for pavement design options, aggregate base course preparation, concrete, light pole foundation, including utility trench excavation, soil types, and earthwork recommendations, and depth to groundwater (if encountered).
- Preparation of a report summarizing our findings, conclusions, and recommendations as they pertain to the proposed project earthwork and construction.

SCHEDULING

Nicklaus is prepared to commence work on the geotechnical investigation immediately following your written authorization, submittal, and approval of encroachment permit/traffic control plan, availability of traffic control personnel, and availability of drilling equipment and field personnel and weather conditions. Nicklaus is not responsible for delays to scheduling caused by issues related to gaining property access or other factors outside of our control. We anticipate that our exploratory borings will take approximately one (1) working day to complete. Laboratory testing will require roughly seven to ten additional working days to complete.

We anticipate our final report will be completed within approximately five to six (5 to 6) weeks from authorization and approximately four (4) weeks after completion of field work based on a standard turnaround time.

BUDGET

The proposed budget for the scope of services to complete the geotechnical investigation as described herein is for a total Lump Sum fee of **\$9,922.00** (Nine Thousand Nine Hundred Twenty-Two Dollars). The table below shows a breakdown of our fees for the proposed scope of work.

<i>DESCRIPTION</i>	<i>ESTIMATED QUANTITY</i>	<i>RATE</i>	<i>UNIT</i>	<i>ESTIMATED TOTAL</i>
1. Project Coordination	2	\$148.00	Hour	\$296.00
2. Utility Clearance Support (811)	2	\$148.00	Hour	\$296.00
3. Encroachment Permit Application/Prep.	1	\$500.00	LS	\$500.00
4. Traffic Control – inc. Traffic Control Plan	1	\$1,200.00	LS	\$1,200.00
5. Subsurface Investigation				
a. Field Support Vehicle	1	\$300.00	LS	\$300.00
b. Drill Rig (3-Man Crew)(including travel)	9	\$275.00	Hour	\$2,475.00
c. Field Geologist (including travel)	8	\$148.00	Hour	\$1,184.00
6. Laboratory Testing	1	\$960.00	LS	\$960.00
a. Grain Size Analysis				
b. Moisture Content/Dry Density				
c. R-Value				
d. Modified Proctor				
e. Corrosivity				
7. Geotechnical Report				
a. Professional Engineer	8	\$170.00	Hour	\$1,360.00
b. Project Engineer/Geologist	8	\$148.00	HR	\$1,184.00
c. CAD Technician	1	\$110.00	HR	\$110.00
d. Administrative Support	1	\$57.00	HR	\$57.00
TOTAL FEE NOT TO EXCEED				\$9,922.00

Excess soil cuttings generated during our subsurface exploration and not utilized as backfill will be thin spread and disposed of in the adjacent dirt right-of-way/or retention basins.

Any out-of-scope services requested by the Client, such as environmental assessment or evaluation and testing, offsite presentation or work meetings, response to agency or third-party review comments, plan reviews, changes, or additions to our scope of services, or follow-up exploration work will be conducted as an extra on a Time and Materials basis, according to our current fee schedule and/or additional executed change orders.

The proposed exploratory work will cause disturbance to the existing ground surface. Nicklaus will make every reasonable effort to reduce the amount of disturbance that occurs. Our proposed scope of services does not include costs for repairing or replacement of existing vegetation, re-landscaping, re-paving, or repair of damage to any existing irrigation or utility lines. Costs do include the surface application of concrete mix at each boring location within the existing paved areas.

ASSUMPTIONS AND LIMITATIONS

- The total fee includes preparation time for City Encroachment Permit including application fee.
- Prior to drilling operations, it will be necessary for the Client to provide Nicklaus with all available recorded on-site utility information, in addition to 811 Alert locating services.
- This proposal does not include any potholing or similar type of utility locating services. We understand that the Client is requesting potholing services. Potholing services will be provided by Nicklaus in a separate proposal.
- Within the boring locations, should any utility be damaged or disrupted during Nicklaus digging operations, Nicklaus, or its subcontractors, will not be held responsible for repair or claims resulting from such damage or disruption.
- Groundwater is not expected to be encountered at the proposed drilling depth(s).
- This proposal assumes that all coordination for the drilling will be managed by Nicklaus through the Client.
- Pricing does not include any services, materials, or alternate drilling methods not specifically described in this proposal.
- The proposed budget assumes that this is a non-Prevailing Wage project.
- Should standby time caused by others be encountered, costs in addition to those in this proposal may be incurred.
- Nicklaus will not be responsible for damage to landscapes, flatwork, or structures, caused by equipment movement or drilling operations, unless such damage is caused by its employee's negligence or willful misconduct.
- It is assumed that traffic control will be required and provided for this project.
- It is assumed that the site will be open and accessible to Nicklaus personnel and equipment.
- Fee and schedule are based on availability of drill rig. Delays caused by unforeseen maintenance operations may add to the delivery time of the report.
- A \$750.00 late cancellation fee will be charged if a cancellation is received later than one (1) business day prior to scheduled start time. Multiple-day bookings are subject to a \$1,250.00 charge if canceled less than 48 hours of scheduled departure time. Late cancellation fee will be waived if cancellation is due to inclement weather or other acts of God or Nicklaus succeeds in scheduling its equipment and those of its subcontractors with another client.

Thank you for your consideration of our proposal. Should you have any questions regarding this proposal, please do not hesitate to contact me at (575) 640-4515.

Sincerely,

A handwritten signature in blue ink that reads "Craig C. Chase". The signature is written in a cursive style with a large initial "C".

Craig C. Chase, PG, CEG
Senior Geologist

September 22, 2025

Kimley-Horn
3300 East Sunrise Drive, Suite 130
Tucson, AZ 85718

Attn: Ms. Vanessa Rodriguez, P.E.

RE: North 4th Avenue Widening Project, San Luis, Arizona.

Nicklaus Engineering, Inc. (“*Consultant*”) appreciates the opportunity to submit this proposal to provide the subject services to Kimley-Horn (“*Client*”). Nicklaus will provide Potholing Services (the “*Services*”) as described herein and in conformance with the attached Terms and Conditions.

Scope of Work: Nicklaus Engineering will provide potholing services for 10 maximum locations, an encroachment permit, and utility coordination to locate existing utility locations along ½ a 12-mile-long section of 4th Avenue to each side of the existing roadway. The backfill of potholing excavations will be with Class 2 fill. There will be a maximum of two days on site.

Nicklaus is proposing a **Not-To-Exceed fee of \$5,725.00** as compensation for the performance of the Services. Maximum of two days on-site.

Services will be invoiced once per month, and payment is due within 30 days of the invoice date. Should these terms be acceptable, please sign and return one copy of this letter to our office (email is acceptable).

If you have any questions or concerns regarding this agreement letter, please feel free to contact me at (928) 344-8374.

Sincerely,

Nicklaus Engineering



Signature

Steve Moran, Estimator/Project Manager

Name & Title (Typed or Printed)

9/22/2025

Date of Signature

Kimley-Horn

Signature

Name & Title (Typed or Printed)

Date of Signature

TERMS AND CONDITIONS

I. AGREEMENT

These Terms and Conditions are entered into between the Client and Nicklaus Engineering, Inc. ("Consultant"). Consultant will perform the services ("Services") set forth in the proposal as attached hereto (the "Proposal"). The Proposal and these Terms and Conditions constitute a binding agreement ("Agreement") between Client and Consultant.

II. COMPENSATION

Client agrees to pay for the Services properly performed in accordance with the Proposal. Progress payments may be billed monthly in proportion to the work properly performed. Client agrees that payment to Consultant will be made within 30 days (Net 30) from the date of a properly submitted invoice from the Consultant. Payment shall be made to:

Nicklaus Engineering, Inc.
1851 W. 24th Street, Yuma, Arizona 85364
Attn: Olga Munoz

Should the Client fail to make payment as specified herein, interest at the rate of 2% per month on any overdue balance shall accrue and be added to the billing. The Client shall be responsible for all collection costs, interest, and attorney's fees required for Consultant to obtain proper payment.

III. STANDARD OF CARE; REPRESENTATIONS AND WARRANTIES.

Consultant is employed to render a professional service and any payments made by Client are compensation solely for such Services rendered. Consultant shall perform the Services in accordance with generally accepted engineering or industry standards and practices in effect at the time the Services are rendered.

If Consultant's performance of Services hereunder requires Consultant to rely on information provided by Client or other parties with whom Client contracts, Client shall be responsible to Consultant to verify the validity, completeness, or accuracy of such information.

IV. ACTIVITIES REQUIRED OF CLIENT

Client agrees to perform or facilitate the performance of the following, if applicable to the Services:

1. Provide access to the site, including coordination with any tenants.
2. Provide readily available information on the past history and operations at the site.
3. Provide available and known information on the nature of contaminants found on the property, if any,

including any analytical reports on soils or groundwater.

4. Provide information on locations of known underground tanks, pipes, and utilities for the site.

V. INDEMNIFICATION

Client agrees to indemnify and hold harmless Consultant and its partners, directors, officers, employees, agents and members, as applicable, with respect to any and all claims, losses, damages, liabilities, judgments or settlements (including but not limited to reasonable attorneys' fees, costs and other expenses) incurred by Consultant on account of any Professional Services conducted by Consultant pursuant to this contract; provided, however, this indemnification shall not extend to cover any claims, losses, damages, liabilities, judgments or settlements (including attorneys' fees, costs and other expenses) incurred by such indemnified persons on account of the negligence, willful misconduct, or fraud of Consultant (or its partners, directors, officers, employees, agents or members, as applicable).

VI. HAZARDOUS MATERIALS

Client acknowledges that Consultant may perform part of the Services at facilities that may contain pre-existing hazardous materials or pollution conditions ("Preexisting Conditions"), and Client releases Consultant from any liability that results from or is attributable to such Preexisting Conditions. Client further acknowledges that Consultant had no prior role in the generation, treatment, storage, or disposition of such materials or conditions. The indemnification of Article V above shall apply to Preexisting Conditions.

VII. NO BENEFIT FOR THIRD PARTIES

The Services to be performed by Consultant hereunder are intended solely for the benefit of Client, and no right nor benefit is conferred on, nor any contractual relationship intended or established with any other person or entity.

VIII. WORK PRODUCT

Consultant and Client recognize that the Services performed hereunder have been commissioned by Client and that any work product generated by Consultant is intended solely for Client's benefit and use and may not be relied upon or reused by any other third party without Consultant's prior written consent. By this assignment, Consultant's work product will become the sole property of Client when Consultant has been compensated in accordance with this agreement. Consultant may keep copies of all work product for its records.

Client required to complete billing information:

Purchase Order / Job Number:	
Billing To:	
Contact:	
Billing Address:	
Project Name:	
Project Address:	
Phone Number:	
Email:	
<p><i>I have read the above and to the best of my knowledge it is true and correct, and I agree to pay these charges. I agree to notify Nicklaus Engineering, Inc. in writing of any disputes within thirty (30) days of the date the work was performed. Otherwise, such disputes are considered negligible. In the event a suit is instigated to enforce payment, the vendor/contractor/owner agrees to pay reasonable attorney and collection fees together with legal interest and cost of suits. This proposal will be valid for a period of thirty (30) days following the date set forth above. Payment terms are NET 30 day.</i></p>	