

AMENDMENT NO. 1 TO AGREEMENT FOR DESIGN-BUILD SERVICES

This Amendment No. 1 to Design-Build Contract (the “Amendment”) between City of Tolleson, an Arizona municipal corporation (“CITY”) and Haydon Companies, LLC, an Arizona limited liability company (the “Design-Builder”) is hereby entered into and shall be effective on the last signature date set forth below.

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

RECITALS

A. The City entered into a Design-Build Agreement dated July 22, 2024 with Design-Builder (“Agreement”).

B. Pursuant to the Agreement, the purpose of this Amendment is to establish a scope of work and fee schedule for the design phases, which are renamed herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Design-Builder hereby agree as follows:

1. The parties agree to amend Section 1.2.2 of the Contract, as follows:

1.2.2. *Pre-Construction Phase.* The Pre-Construction Phase includes both the Pre-Design Phase and the Design Phase. During the Pre-Design Phase, the Design-Builder shall provide a 15% Cost Model and Design (CMD) as provided in Exhibit B.1. Once the 15% CMD is complete, the Parties may proceed to the Design Phase, which shall consist of: ~~(i) 30% Schematic Design (SD); (ii) 60% Design Development (DD); (iii) 95%–100%~~ **60%, 90% and 100% design and budget for the pedestrian bridge**, Construction Documents and (iv) Final Plans (CD), unless otherwise agreed to by the Parties. Design-Builder shall be compensated on a lump sum basis for each Design Phase. The Design-Builder shall not commence the next sequential design interval without first establishing a scope of work and fee schedule with the CITY.

The CITY is under no obligation, legally or otherwise, to utilize the services of the Design-Builder following the conclusion of each design interval. The CITY does not guarantee any maximum or minimum services to be purchased.

2. The parties agree to the amendments to Exhibit B as set forth in the attachments included herewith and incorporated herein by this reference.

3. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

CITY OF TOLLESON, ARIZONA
a municipal corporation

By: _____
Its: _____

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney

HAYDON COMPANIES, LLC.,
an Arizona limited liability company

By: _____

Its: _____

EXHIBIT B

PRE-CONSTRUCTION PHASE SERVICES

Exhibit B.1 – 15% Cost Model and Design Scope of Services and Fee Proposal

Exhibit B.2 – 60%, 90% and 100% design and budget for the pedestrian bridge

~~**Exhibit B.2** – 30% Schematic Design Scope of Services and Fee Proposal~~

~~**Exhibit B.3** – 60% Design Development Scope of Services and Fee Proposal~~

~~**Exhibit B.4** – 95% – 100% Construction and Final Documents Scope of Services and Fee Proposal~~

EXHIBIT B.2
60%, 90% and 100% design and budget for the pedestrian bridge

The CITY agrees to compensate Design-Builder \$713,561 for 60%, 90% and 100% design and budget for the pedestrian bridge.

April 10, 2025

City of Tolleson
Engineering Department
9055 W. Van Buren Street
Tolleson, AZ 85353



Attn: Chris Hamilton, PE
City Engineer

Subject: Design-Build Pre-Construction Services Agreement
91st Avenue Pedestrian Bridge, Project Number ENG 24-01

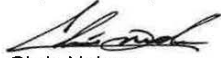
Dear Chris,

Haydon Building Corp is pleased to provide this proposal for the design and estimating services for the 91st Ave Pedestrian Bridge. We are excited at this opportunity of teaming with the City of Tolleson.

For these services we propose a fee of \$713,561 to provide 60%, 90% and 100% design and budget for the pedestrian bridge. We have prepared a schedule of values (exhibit A) for these services and attached it for your information.

If you have any comments, please feel free to contact me. Again, we appreciate the opportunity and look forward to a long and successful relationship with the City of Tolleson.

Sincerely,
Haydon Companies LLC



Chris Nelson
Preconstruction Manager
(480) 356-8085



City of Tolleson
91st Ave Pedestrian Bridge Design-Build
Project Number: ENG 24-01
Contract No.

4/10/2025

Pre-Construction Services Proposal

Allocation Of Pre-construction Services Cost

Preconstruction Services	\$80,091
Total Pre-construction Cost	\$80,091

Project Documentation Control

Previously, Haydon would account for traditional printed paper project plan set reproduction within the pre-construction proposal. As we move forward and streamline our operations we are including a fee for electronic document control (**Procore**) for the field which drastically reduces the need for printed paper

Preconstruction Phase	\$2,500
Total Project Documentation Control	\$2,500

Allowances * Prior to any allowance use, Haydon will submit a proposal to the City for approval.

Subsurface Utility Exploration	\$25,225
Project Layout for Utility Coordination (Survey)	\$2,500
Total Allowances	\$27,725

Design

Design Consulting Services - Kimley-Horn	
Kimley-Horn Labor Fee	\$441,495
Subconsultant - Ethos Engineering	\$23,750
Subconsultant - 4Line Studios Engineering	\$18,000
0	\$0
Design Consulting Services Allowances	
Owner's Allowance	\$75,000
Survey - Additional Topographical Survey	\$5,000
DMS Sign Design	\$30,000
Reimbursable Expenses	\$10,000

Total Design	\$603,245
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Total Design-Build Proposal	\$713,561
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Schedule Of Hourly Rates

Project Director - Michael Corona	\$156
Precon Manager - Chris Nelson	\$135
Estimating Manager - Chance Raser	\$160
Project Manager - Nick Eckert	\$128
Estimator - Carson Miller	\$128
GPS/Drone Crew - Team Member	\$133
Project Superintendent - Brett Haendel	\$120
Project Engineer - TBD	\$107

City of Tolleson
91st Ave Pedestrian Bridge Design-Build
Project Number: ENG 24-01



EXHIBIT A - SCHEDULE OF PRE-CONSTRUCTION SERVICES/DESIGN MANPOWER LOADING 4/10/2025

Unit Rate	Hours			Costs	
	Precon/Design Phase			Precon/Design Phase	
	60%	90%	100%	Hours	Total
Project Kickoff Meeting					
Project Director	\$ 156	2		2	\$311
Precon Manager	\$ 135	2		2	\$270
Estimating Manager	\$ 160	2		2	\$320
Project Manager	\$ 128	2		2	\$255
GPS/Drone Cew	\$ 133	2		2	\$266
Project Superintendent	\$ 120	2		2	\$240
Project Engineer	\$ 107	2		2	\$214
Preparation of the Master Schedule					
Project Director	\$ 156	1	1	2	\$311
Project Manager	\$ 128	2	6	8	\$1,020
Project Superintendent	\$ 120	2	2	4	\$480
Project Engineer	\$ 107	2	2	4	\$428
Update Schedule					
Project Director	\$ 156		1	2	\$311
Project Manager	\$ 128		6	8	\$1,020
Project Superintendent	\$ 120		2	4	\$480
Project Engineer	\$ 107		2	4	\$428
Preparation of the Construction Management/Phasing Plan					
Project Director	\$ 156		2	3	\$467
Precon Manager	\$ 135		4	6	\$810
Project Manager	\$ 128		4	6	\$765
Project Superintendent	\$ 120		4	6	\$720
Regular Project Meetings - 2/month, 12 Months					
Project Director	\$ 156	2	2	6	\$934
Precon Manager	\$ 135	4	4	12	\$1,620
Estimating Manager	\$ 160	4	4	12	\$1,920
Project Manager	\$ 128	2	2	6	\$765
Project Superintendent	\$ 120	2	2	6	\$720
Project Engineer	\$ 107	4	4	12	\$1,283
Special Project/Utility/Design and Cost Review Mtgs					
Project Director	\$ 156	2	2	6	\$934
Precon Manager	\$ 135	3	3	8	\$1,080
Estimating Manager	\$ 160	3	3	8	\$1,280
Project Manager	\$ 128	3	3	8	\$1,020
Project Superintendent	\$ 120	2	2	6	\$720
Project Engineer	\$ 107	2	2	6	\$641

EXHIBIT A - SCHEDULE OF PRE-CONSTRUCTION SERVICES/DESIGN MANPOWER LOADING

4/10/2025

Unit Rate		Hours			Costs	
		Precon/Design Phase			Precon/Design Phase	
		60%	90%	100%	Hours	Total
Public Town Meetings						
Project Director	\$ 156	2			2	\$311
Precon Manager	\$ 135	2			2	\$270
Estimating Manager	\$ 160				0	\$0
Project Manager	\$ 128	2			2	\$255
Project Superintendent	\$ 120	2			2	\$240
Project Engineer	\$ 107	2			2	\$214
Site Investigation & Field Coordination Meetings						
Project Director	\$ 156	2	2	2	6	\$934
Precon Manager	\$ 135	8	8	2	18	\$2,430
Estimating Manager	\$ 160	2	2		4	\$640
Project Manager	\$ 128	8	8	2	18	\$2,295
GPS/Drone Cew	\$ 133	2	2		4	\$533
Project Superintendent	\$ 120	8	8	2	18	\$2,160
Project Engineer	\$ 107	2	2	2	6	\$641
Periodic Plan Reviews						
Project Director	\$ 156	2	2	2	6	\$934
Precon Manager	\$ 135	8	8	4	20	\$2,700
Estimating Manager	\$ 160	4	4	4	12	\$1,920
Project Manager	\$ 128	4	4	4	12	\$1,530
Estimator	\$ 128	4	4	2	10	\$1,275
Project Superintendent	\$ 120	4	4	2	10	\$1,200
Project Engineer	\$ 107	4	4	2	10	\$1,069
Prepare Project Estimates / GMP						
Project Director	\$ 156	1	1	1	3	\$467
Precon Manager	\$ 135	8	8	8	24	\$3,240
Estimating Manager	\$ 160	16	16	8	40	\$6,400
Project Manager	\$ 128	4	4	4	12	\$1,530
Estimator	\$ 128	16	16	8	40	\$5,100
GPS/Drone Cew	\$ 133	4	4		8	\$1,065
Design Development Coordination & Constructability/VE Review Evaluations						
Project Director	\$ 156	1	1	1	3	\$467
Precon Manager	\$ 135	8	4	2	14	\$1,890
Estimating Manager	\$ 160	4	4	2	10	\$1,600
Project Manager	\$ 128	8	4	2	14	\$1,785
Estimator	\$ 128	4	4	2	10	\$1,275
Project Engineer	\$ 107	2	2	2	6	\$641
Qualify, Bid and Award Sub-Contracts & Suppliers						
Project Director	\$ 156	1	1	1	3	\$467
Precon Manager	\$ 135	4	8	2	14	\$1,890
Estimating Manager	\$ 160	8	8	8	24	\$3,840
Project Manager	\$ 128	2	2		4	\$510
Estimator	\$ 128	8	8	8	24	\$3,060

EXHIBIT A - SCHEDULE OF PRE-CONSTRUCTION SERVICES/DESIGN MANPOWER LOADING 4/10/2025

	Unit Rate	Hours			Costs	
		Precon/Design Phase			Precon/Design Phase	
		60%	90%	100%	Hours	Total
Project Engineer	\$ 107	4	4	4	12	\$1,283
TOTAL PRE-CONSTRUCTION SERVICES					596	\$80,091

	Unit Rate	Hours			Costs	
		Preconstruction Phase			Precon/Design Phase	
		60%	90%	100%	Hours	Total
Estimating, Bidding, and GMP documents						
Electronic Project Documentation & Control	\$ 2,500	0.33	0.34	0.33	1	\$2,500
TOTAL PROJECT DOCUMENTATION CONTROL COST					1	\$2,500

		Preconstruction Phase			Precon/Design Phase	
		60%	90%	100%	Hours	Total
Subsurface Utility Exploration	\$ 1,009	20	5		25	\$25,225
Project Layout for Utility Coordination (Survey)	\$ 2,500	0.5	0.25	0.25	1	\$2,500
TOTAL ESTIMATED INVESTIGATION COST						\$27,725

		Preconstruction Phase			Precon/Design Phase	
Design Consulting Services - Kimley-Horn	\$ 603,245					
Kimley-Horn Labor Fee	\$ 441,495				1	\$441,495
Subconsultant - Ethos Engineering	\$ 23,750				1	\$23,750
Subconsultant - 4Line Studios Engineering	\$ 18,000				1	\$18,000
Design Consulting Services Allowances						
Owner's Allowance	\$ 75,000				1	\$75,000
Survey - Additional Topographical Survey	\$ 5,000				1	\$5,000
DMS Sign Design	\$ 30,000				1	\$30,000
Reimbursable Expenses	\$ 10,000				1	\$10,000
TOTAL ESTIMATED DESIGN/ENGINEERING COST						\$603,245

Summary					Precon/Design Phase	
					Hours	Total
TOTAL PRE-CONSTRUCTION SERVICES						\$80,091
TOTAL ESTIMATED PRECON PLAN COST						\$2,500
TOTAL ESTIMATED ALLOWANCES						\$27,725
TOTAL ESTIMATED DESIGN/ENG COST						\$603,245
TOTALS						\$713,561

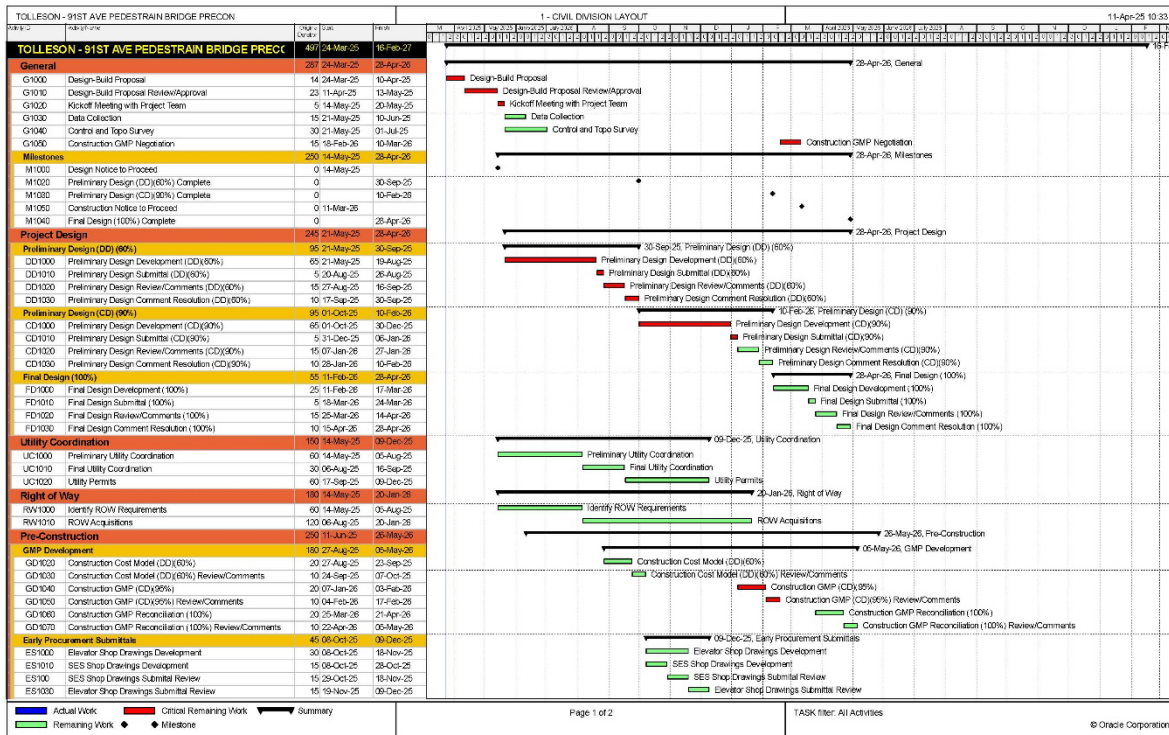


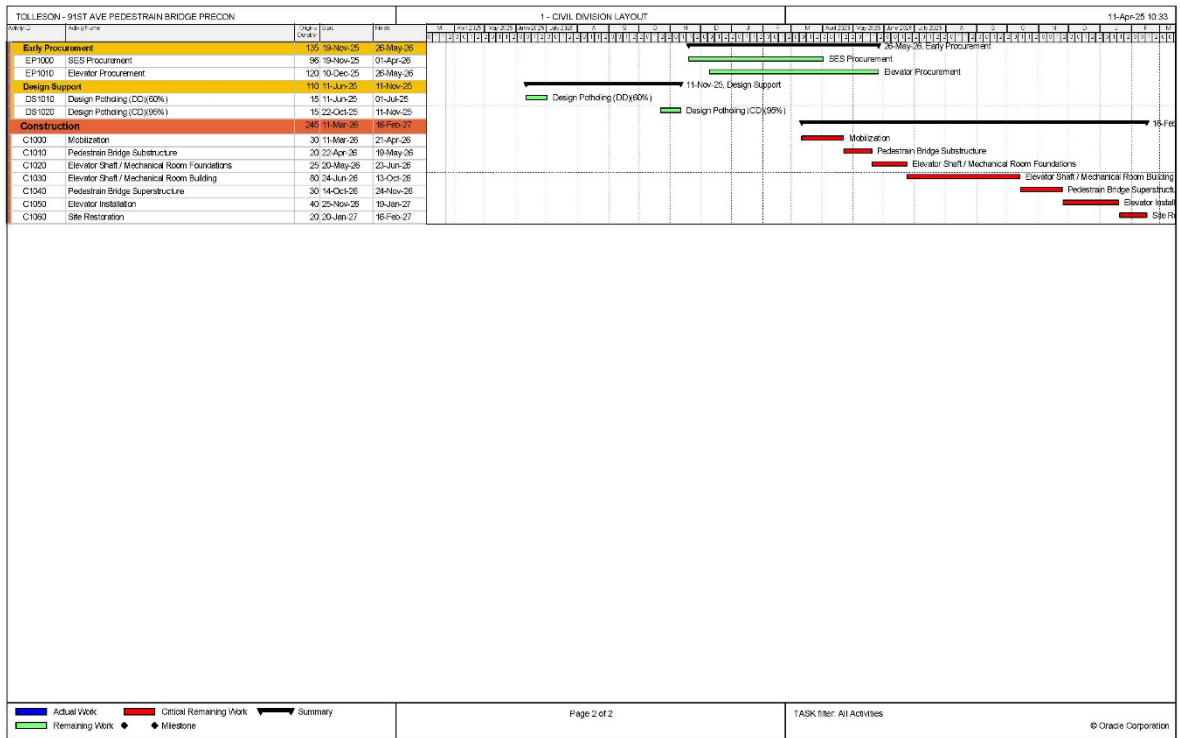
EXHIBIT G

City of Tolleson
91st Ave Pedestrian Bridge Design-Build

Project Team

Project Director	Michael Corona
Precon Manager	Christopher Nelson
Estimating Manager	Chance Raser
Project Manager	Nick Eckert
Estimator	Carson Miller
GPS/Drone Cew	Team member
Project Superintendent	Brett Haendel
Project Engineer	TBD
Utility Coordinator	TBD
Agtek Takeoff Department	Team member







CITY OF TOLLESON
91st AVENUE – PEDESTRIAN BRIDGE
TOLLESON PROJECT NO. ENG 24-01

CONTRACT MODIFICATION NO. 1 – FINAL DESIGN

SCOPE OF SERVICES

Prepared April 9, 2025

PROJECT UNDERSTANDING

The City of Tolleson would like to amend the current contract of the 91st Avenue Pedestrian bridge to include final design.

The additional scope of work is described as follows:

This project consists of improvements south of 91st Avenue and Van Buren Street for the City of Tolleson (City). Specific proposed improvements include:

- A pedestrian bridge crossing 91st Avenue, south of Van Buren Street.
- ADA compliant landing, stairs, and an elevator tower at each end of the bridge crossing.
- Mechanical improvements associated with the elevator towers.
- Electrical improvements associated with the elevator towers and lighting on the landings and bridge crossing.
- Minor civil improvements.
- Minor landscape improvements.

SCOPE OF WORK TASKS**Task 1 – Geotechnical Investigations**

- a. Ethos Engineering shall perform geotechnical investigations, which shall include test borings, infiltration tests, laboratory analysis, and the preparation of an Engineer's Geotechnical Report. **See Attachment A for Ethos Engineering's detailed scope of services for geotechnical services.**
- b. Kimley-Horn will coordinate with Ethos Engineering to develop a proposed geotechnical plan that includes the location of field investigations including access routes and test boring locations.
- c. Kimley-Horn will review Ethos Engineering's Geotechnical Report and coordinate design related recommendations with the proposed bridge and other miscellaneous item designs.

Task 2 – Utility Coordination

- a. Kimley-Horn will assist the City with communication and coordination with the utility companies, obtain as-built information, and indicate existing utilities and planned relocations on the construction documents. Any relevant utility information shall be shown on the plans prior to submittal to utility companies for review.
- b. Kimley-Horn will attend utility coordination meetings led by the City as required. It is assumed that there will be two (2) overall utility coordination meetings and four (4) individual utility coordination meetings.
- c. Kimley-Horn will contact Blue Stake to obtain the most current information about utilities having facilities within the project area. Kimley-Horn will use this information to obtain utility as-built information from all the utility companies serving the project area, including from the City. Some utilities may not be shown on Blue Stake records and may require a set of plans to determine the potential conflicts.
- d. Kimley-Horn will assist the City in determining any utility conflicts that may require the utility to be relocated or adjusted and will advise the City.
- e. Kimley-Horn will advise the City of relocations, replacements, or new facilities requested by the utility companies.
- f. Kimley-Horn, with assistance from the City, will be responsible for reviewing relocation plans produced by utility companies to assure the utility conflicts are mitigated or eliminated and that proposed utility installations conform to the City's requirements.

- g. At the request of the City, Kimley-Horn will verify that prior rights documentation submitted by the utility companies represent the correct relocation area.
- h. Only the City will authorize utility companies to start design on relocation of their facilities where they have prior rights and want reimbursement for their design.
- i. Kimley-Horn will, in coordination with the City, prepare Utility Special Provisions. The utility special provisions will include the following:
 - i. List of utility companies in the area, and contact person's name and telephone number.
 - ii. A statement that there are no utility conflicts (if applicable).
 - iii. Work to be performed by utility companies during project construction.
 - iv. Completion date or schedule for each utility conflict to be removed by utility company.
 - v. Work to be performed for the utility company by Haydon.
 - vi. Utility license, permit, insurance, or right of entry requirements.
 - vii. Utility company requirements related to protection of or construction adjacent to their facilities.
- j. Kimley-Horn will assist the City in working with the utility companies to facilitate clearing of utilities. The City shall be responsible for preparing and obtaining actual clearance/conflict letters.

Task 3 – Architectural Design

- a. 4Line Studios shall perform architectural design, which shall include architectural design of the elevator tower. **See Attachment B for 4Line Studios' detailed scope of services for architectural design services.**
- b. Kimley-Horn will coordinate with 4Line Studios to incorporate architectural drawings into the overall construction set.

Task 4 – Structural – 91st Avenue Bridge

- a. Kimley-Horn will provide structural design and details for the proposed 91st Avenue bridge crossing south of Van Buren Street.

Kimley-Horn will prepare final bridge design and construction documents for the proposed superstructure and substructure elements. The bridge superstructure is anticipated to be a prefabricated truss bridge designed and detailed by the fabricator. It is assumed that the bridge will be supported on single column pier caps supported by drilled shafts. A spread footing option may be evaluated depending on the final layout of the bridge. Design will be based on current AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and the AASHTO LRFD Bridge Design Specifications – 8th Edition. Final design live loading will include pedestrian loads described in the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.

- b. Kimley-Horn will provide structural design and details for the two (2) stair and elevator towers at each end of the pedestrian bridge. The stair and elevator towers are assumed to be constructed of metal deck with concrete infill supported on a structural steel moment frame or braced frame. The foundation system is assumed to be shallow spread footings.
- c. The structural plans will include the following:
 - i. General Plan, Elevation, and Bridge Typical Section (1 Sheet)
 - ii. General Notes & Quantities (2 Sheets)
 - iii. Foundation Plan (1 Sheet)
 - iv. Foundation Details (1 Sheet)
 - v. Pier 1 Plan & Elevation (1 Sheet)
 - vi. Pier 2 Plan & Elevation (1 Sheet)
 - vii. Pier Details (1 Sheet)
 - viii. Landing Plan & Details (2 Sheets)
 - ix. Elevator Details (2 Sheets)
 - x. Bearing & Joint Details (1 Sheet)
 - xi. Bridge Main Span Details (1 Sheet)
 - xii. Fence Details (2 Sheets)
 - xiii. Miscellaneous Details (1 Sheet)

Task 5 – Electrical Design

- a. Kimley-Horn will participate in one (1) working session with the design team and the Owner to determine the electrical requirements for the pedestrian bridge, including:

- i. Lighting requirements
- ii. Elevator requirements (e.g. will emergency power be required?)
- b. Kimley-Horn will provide power and lighting design for elevator, stair, and stair landings in accordance with the lighting layout decided by Kimley-Horn. Photometrics analysis and plan sheets will be performed for the elevator control room, elevator pit and top of shaft. Photometric values will adhere to guidelines set forth by the Owner and IESNA Recommended Practices.
- c. The Construction Drawings will show light locations, site conduit and conductors, light fixture schedule, and typical elevation detail for equipment mounting for the stair landing.
- d. The electrical plans will include the following:
 - i. General Electrical Notes & Legend (1 Sheet)
 - ii. Site Plans (1 Sheet) (1"=20' scale)
 - iii. Electrical Elevator Pit/Top of Shaft Plans (2 Sheets)
 - iv. Electrical Elevator Control Room Plans (2 Sheets)
 - v. Electrical Details (single line diagram, load summary, SES elevation/foundation, light pole/foundation and light fixture installation) (2 Sheets)
 - vi. Electrical Schedules (fixture, conduit/conductor, panel) (2 Sheets)
- e. Electrical Plans, cost estimate, and specifications will be provided at each submittal stage beginning with the 60% submittal.
- f. It is understood that the electrical service will be designed to serve the elevators, stairs, and bridge lighting.

Task 6 – Mechanical and Plumbing Design

- a. Kimley-Horn to perform heat load calculations for the elevator hoist ways. It is assumed that packaged direct expansion (DX) rooftop units to serve cooling/heating loads. DX split systems may be reviewed as an alternate HVAC system.
- b. Kimley-Horn to design a sump pump for each elevator to be discharged to grade as required by the Elevator code ASME-A17.1.
- c. The Mechanical and Plumbing plans will include the following:
 - vii. General Mechanical and Plumbing Notes, Symbols & Abbreviations (1 Sheet)
 - viii. Mechanical Floor Plan (2 Sheets)

- ix. Plumbing Floor Plan (2 Sheets)
- x. Mechanical and Plumbing Details (1 Sheet)
- xi. Mechanical and Plumbing Schedule (1 Sheet)

Task 7 – Landscape Architecture

- a. Kimley-Horn will prepare a Landscape Plan for the disturbed landscape area adjacent to the pedestrian bridge entry plaza located on the Tolleson City Hall property. The landscape design approach will be to restore disturbed area to match the existing landscape scheme. The Landscape Plans will show a detailed layout of proposed plantings and inert material, with a plant list identifying species, quantities, sizes, details and applicable notes.
- b. Kimley-Horn will prepare an Irrigation Plan showing the layout of a landscape irrigation system for the landscape area described above. Kimley-Horn assumes the irrigation design will be a modification of the existing irrigation system serving the Tolleson City Hall landscape. Information shown will be based on available information provided by the City. The Irrigation Plan will show the location, size, and type of irrigation pipe, sleeves, valves, emitters, and any visible or available existing components with accompanying details and notes.
- c. Kimley-Horn will coordinate with the city on preferred Aesthetic Details for bridge and stair railing. Kimley-Horn will provide up to two (2) concept alternatives. Based on the preferred alternative, Kimley-Horn will prepare Aesthetic Details.
- d. Landscape, and Irrigation Plans, cost estimate, and specifications will be provided at each submittal stage beginning with the 60% submittal.
- e. Landscape, and Irrigation Plans will include the following:
 - i. General Landscape and Irrigation Notes (1 Sheet)
 - ii. Materials Schedule (1 Sheet)
 - iii. Landscape Plan (1 Sheet)
 - iv. Landscape Details (1 Sheet)
 - v. Irrigation Plan (1 Sheet)
 - vi. Irrigation Details (1 Sheet)
 - vii. Aesthetic Details (2 Sheets)

Task 8 – Class I Cultural Resources Records Review

- a. The project is located on City of Tolleson owned property and within City of Tolleson right-of-way (ROW); therefore, compliance with the Arizona Antiquities Act (AAA) (ARS § 15-163 and § 41-841 et. Seq.) and ARS § 41-865 is required.

- b. Kimley-Horn will conduct a Class I cultural resource records review. This review will identify the type, location, and distribution of previously recorded cultural resources and gather information on past cultural resource projects in the vicinity. Per State Historic Preservation Office (SHPO) requirements, the records review will include a 1/2-mile buffer around the project area. Kimley-Horn archaeologists will consult records from AZSITE, Arizona's online cultural resources database, the Archaeological Records Office at the Arizona State Museum (ASM), the Digital Archaeological Record (tDAR), General Land Office historic plats filed with the Bureau of Land Management, historic U.S. Geological Survey topographic maps, historic aerial photographs, the National Register of Historic Places, and the Arizona Register of Historic Places.

Task 9 – Civil

- a. Kimley-Horn will prepare a Grading Plan for the entry plazas to the pedestrian bridge and ensuring the areas are ADA compliant.

Task 10 – Drainage Design

- a. Kimley-Horn will review adjacent as-builts and drainage reports to understand relevant drainage infrastructure. The pedestrian bridge is not anticipated to impact any public or private drainage infrastructure. Kimley-Horn will prepare a drainage memorandum documenting that the project will have no negative impacts on the surrounding drainage infrastructure. The memorandum will include exhibits showing the existing infrastructure with the new pedestrian bridge.

Task 11 – Public Involvement

- a. Kimley-Horn will attend up to two in-person public meetings for the project and assist with creating meeting materials as defined below:
 - i. Kimley-Horn will assist the City in preparation of presentation boards and roll plots for the public meetings. Kimley-Horn will print the materials once finalized.
 - ii. Kimley-Horn will meet with the City in advance of each public meeting to prepare for each meeting.
 - iii. Four (4) members of the design team will be present at each public meeting.
 - iv. City will be responsible for stakeholder research of the project area and notification efforts/advertisement for each public meeting, including any flyers or mailers.
 - v. City will be responsible for maintenance of any project hotline or website.

- vi. Kimley-Horn will provide a summary report for each public meeting detailing the meeting location and comments received.

Task 12 – Schedule of Values/Quantities

- a. Kimley-Horn shall prepare schedule of values/quantities for each design submittal (60%, 90%, and 100%). Quantities will be presented on the plan sheets and in a separate schedule of values/quantity spreadsheet. The schedule of values will be based on MAG standard bid item descriptions and numbers, unless otherwise directed by the City.
- b. Kimley-Horn shall provide an engineer's opinion of probable cost at the Conceptual Bridge Design Development phase.

Task 13 – Technical Specifications

- a. Technical specifications will be prepared for the 60%, 95% and 100% design submittals. The technical specifications will be prepared based on the MAG Standard Specifications and any City supplemental special provisions.

Task 14 – Project Management

- a. Kimley-Horn shall establish a project management system to provide adequate scope, schedule, and budget control, and be responsive to input from the City.
- b. Kimley-Horn will perform contract management services such as preparing the design services contract, subconsultant agreements, monthly invoicing, and monthly summary of costs.
- c. Kimley-Horn will provide document control consisting of scanning and/or saving project related documentation and correspondence throughout the design schedule. This documentation would be available for the City upon request.
- d. Kimley-Horn will monitor all subconsultants schedule and work products to ensure that their activities are coordinated.
- e. Kimley-Horn will maintain an action item log throughout the design schedule of major items that require resolution including the responsible party and due date.
- f. Kimley-Horn will develop, comply, monitor, and audit their design quality control plan for this project.

Task 15 – Meetings

- a. Kimley-Horn will attend a Final Design Kick-Off Meeting. This meeting shall serve to clarify the line of communication, discuss design related items, and other administrative, technical or stakeholder details.

- b. Kimley-Horn will attend twelve (12) meetings during the design phase of the project, which is assumed to be twelve (12) months in duration. These meetings are assumed to occur monthly. Meetings are anticipated to be virtual and combine major meeting subjects such as progress meetings, resolution of design submittal comments, and specific discipline focused meetings such as traffic, irrigation or drainage.
- c. Kimley-Horn will produce meeting notes for meetings they attend during the pre-design and design phases to be distributed to all attendees.
- d. Kimley-Horn will meet internally to coordinate design between disciplines and track progress.
- e. Any meetings beyond those listed above shall be considered additional services.

Task 16 – Submittals

- a. Kimley-Horn will develop construction documents and submit to the City for review and approval at the following completion stages:
 - i. 60% Construction Documents (Construction Plans, Schedule of Values/Quantities, and Technical Specifications)
 - ii. 90% Construction Documents (Construction Plans, Schedule of Values/Quantities, and Technical Specifications)
 - iii. 100% Final Sealed Construction Documents (Construction Plans, Schedule of Values/Quantities, and Technical Specifications)
- b. Kimley-Horn shall incorporate the review comments into the subsequent submittal. Kimley-Horn shall prepare a tabulation of the review comments and the proposed resolution for each comment. Kimley-Horn will provide a brief explanation for each comment that it proposes to not incorporate.
- c. The following is a list of specific information to be provided at each design submittal:

	30%	60%	95%	100%
Front Sheets	X	X	X	X
Grading Plan		X	X	X
Bridge Layout Sheets	X	X	X	X
Bridge Detail Sheets		X	X	X
Elevator/Landing Layout Sheets	X	X	X	X
Elevator/Landing Detail Sheets		X	X	X
Lighting/Electrical Sheets		X	X	X
Mechanical Sheets		X	X	X
Architectural Sheets		X	X	X
Landscape Plan Sheets		X	X	X
Landscape Irrigation Plan Sheets		X	X	X

	30%	60%	95%	100%
Schedule of Values/Quantities	X	X	X	X
Technical Special Provisions		X	X	X

SUBCONSULTANT SERVICES

Ethos Engineering (Geotechnical Investigations)

- a. Ethos Engineering will provide geotechnical investigations. See Attachment A for Ethos' detailed scope of services.

4Line Studios (Architectural Design)

- a. 4Line Studios will provide architectural design. See Attachment B for 4Line Studios' detailed scope of services.

ALLOWANCES

All allowances are at the discretion of the City and require approval by the City Project Manager prior to work being performed or billed.

Allowance 1 – Owner’s Allowance

- a. This allowance is provided for final design and construction detailing of the chosen aesthetic treatments. Final design and details will include construction details and specifications required for construction of the aesthetic treatments. The scope of this task will depend on the chosen aesthetic treatments. Kimley-Horn will prepare a separate scope and fee allowance proposal for approval for a portion of this allowance.

Allowance 2 - Additional Topographic Survey/Right-of-Way Staking

- a. This allowance is for any additional topographic survey required beyond the established project limits or any required right-of-way staking that may be requested by the property owner through the City.

Allowance 3 – DMS Sign Design

- b. This allowance is for design related to the proposed DMS sign on the bridge structure. This scope will be finalized once more information about the City’s desired DMS sign is known.

Allowance 4 - Expenses

- a. This allowance is for expenses anticipated for this project including potential postage for public information fliers, vehicular mileage, deliveries, supplies, and website fees.

FEE

Kimley-Horn will perform the services in Tasks 1 – 19 for the total lump sum fee below.

Kimley-Horn Labor Fee

• Task 1 – Geotechnical Investigations.....	\$4,125
• Task 2 – Utility Coordination.....	\$13,560
• Task 3 – Architectural Design.....	\$3,480
• Task 4 – Structural – 91st Avenue Bridge.....	\$174,645
• Task 5 – Electrical Design.....	\$57,045
• Task 6 – Mechanical and Plumbing Design.....	\$23,700
• Task 7 – Landscape Architecture.....	\$35,880
• Task 8 – Class I Cultural Resources Records Review.....	\$6,720
• Task 9 – Civil.....	\$7,680
• Task 10 – Drainage.....	\$8,520
• Task 11 - Public Involvement.....	\$17,160
• Task 12 – Schedule of Values/Quantities.....	\$10,020
• Task 13 – Technical Specifications.....	\$14,280
• Task 14 – Project Management.....	\$21,490
• Task 15 – Meetings.....	\$24,000
• Task 16 – Submittals.....	\$19,190

Subconsultant Labor Fee

• Geotech - Ethos Engineering.....	\$23,750
• Architectural – 4Line Studios.....	\$18,000
• Total Lump Sum Labor Fee (without allowances)	\$483,245

Allowances

• Owner's Allowance	\$75,000
• Survey – Additional Topographic Survey	\$5,000
• DMS Sign Design	\$30,000
• Expenses.....	\$10,000
• Total Allowance Fee	\$120,000
 • Total Lump Sum Labor Fee (with allowances).....	\$603,245

EXCLUSIONS

- a. Private utility relocations
- b. Right-of-way and easement acquisition
- c. Development of legal descriptions and exhibits
- d. Public involvement tasks beyond those outlined above, including flyers/notification, venue procurement, and planning.
- e. Environmental technical documents for geotech/potholing for Section 404, biology, and hazmat are not included.
- f. Environmental technical documents and coordination for cultural resources beyond those stated in the above scope.
- g. Consultation for biological resources is not included.
- h. Species specific surveys are not included
- i. Land acquisition services such as appraisals, developing offers, etc. are not included
- j. Attending more meetings than specifically listed in this scope of services is not included
- k. Additional submittals beyond those specifically listed in this scope of services are not included
- l. No domestic water to be provided at the stair landings
- m. Off-site lighting design is not included

**ATTACHMENT A
ETHOS ENGINEERING
SCOPE OF SERVICES FOR
GEOTECHNICAL INVESTIGATIONS**

March 31, 2025

Charlie Golek, PE
Kimley-Horn & Associates, Inc.
1661 East Camelback Road, Suite 400
Phoenix, Arizona 85016

RE: Proposal for Geotechnical Investigation (Revision 2)
91st Avenue Pedestrian Bridge
City of Tolleson Design Build Project
Project Number ENG 24-01
Tolleson, Arizona

Dear Charlie:

As requested, Ethos Engineering, LLC (Ethos) is pleased to present this proposal for geotechnical engineering services for the referenced project. Included is our project understanding and planned scope of work and fee estimate to address the geotechnical elements of the project. This revision to our previous submittal, Revision 1 dated October 27, 2023, was to update our billing rates.

1.0 Project Understanding

The City of Tolleson (City) has selected Haydon Building Corporation (Haydon) to design and build a new pedestrian bridge over 91st Avenue connecting pedestrians on the west side of 91st Avenue to the new City Hall building located at the southeast corner of 91st Avenue and West Van Buren Street. A single-span bridge with a length of approximately 115-feet is planned. Access to the elevated structure will be via elevators positioned at each end. We assume that the bridge will be supported on deep foundations. The elevator and Americans with Disabilities Act (ADA) ramp will be supported on either shallow or deep foundations depending on the materials encountered as part of this geotechnical investigation.

Minor surface grading beyond the limits of the proposed improvements will be included. Additionally, there is also a plan to construct a temporary surface parking lot (not addressed herein) on the northwest corner of 91st Avenue and Monroe Street, which in the future would be the location of a 2-story parking structure.

Haydon added Kimley Horn & Associates, Inc. (KHA) to prepare the design and KHA has retained Ethos to provide geotechnical engineering services.

2.0 Work Scope

2.1 Test Drilling

We propose to drill two test borings to a depth of 80 feet, each. We believe the two borings will be sufficient for design to address both the bridge abutments and the elevator structures. Ethos will subcontract Geomechanics Southwest, Inc. to perform the test drilling using a truck-mounted CME-75 drill. Soil samples will be obtained from the test borings in order to conduct laboratory testing. Relatively undisturbed ring samples,



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Tempe, AZ 85284

standard penetration test (SPT) samples, and bulk samples at sampling intervals of 5 feet or less will be obtained from the test borings to conduct laboratory testing.

An Ethos field engineer will oversee the drilling operations and log the test borings. Our field engineer will also transport the samples to the test laboratory. The test locations should be at least 15 feet from City street pavement. We do not anticipate the need for a permit and/or traffic control to perform this work. We do assume that permission to drill on privately owned properties will be obtained for us by others.

2.2 Laboratory Testing

Laboratory testing of samples collected from the proposed borings will be completed by ACS Services as assigned by Ethos. We estimate the laboratory testing in Table 1 will be performed for this added work.

Table 1 – Proposed Lab Testing Program

Item/Description	Estimated No. of Tests
Grain Size Analysis (Total - Coarse and Fine) – ASTM C136 & C117	6
Atterberg Limits (Plasticity Index) - ASTM D4318	6
Moisture/Density of Undisturbed Ring Sample - ASTM D2937	4
Moisture Content - ASTM D2216	4
Direct Shear Test (saturated or remolded, three points) – ASTM D3080	2
pH & Resistivity - AZ 236 (suite)	2
Total Soluble Sulfates & Chlorides - AZ 733/AZ 736	2

2.3 Engineering Analysis & Geotechnical Reports

Ethos will perform engineering analyses of the data obtained from the explorations and laboratory testing to develop geotechnical recommendations and prepare a geotechnical investigation report for the project. The report will be prepared under the supervision of a Professional Civil Engineer registered in the State of Arizona. The geotechnical report will include the following at a minimum:

- Description of the area covered by the report and existing site conditions, including vicinity map.
- Description of the geology and topography of the area, including soil and rock types, and drainage characteristics and estimated depth to groundwater.
- A site plan showing boring locations and a description of procedures and equipment used in the subsurface investigation program. Field investigations will include descriptions of the soil types, penetration test results and in situ test results.
- Results of laboratory tests and a description of test methods. Laboratory test results will include classification and engineering properties for all major soil strata in the study area.



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Tempe, AZ 85284

- A discussion of geological and geotechnical conditions and results with reference to specific locations on the project.
- Discussion of potential geologic hazards.
- Recommended site seismic criteria.
- Recommendations for:
 - Structures, including foundation types, capacities, lateral earth pressures, and related design parameters for bridges and elevator tower structure(s).
 - Temporary and permanent cut and fill slopes, including as-needed slope stability analyses for embankment fill slopes and cut slopes, and slope stabilization designs.
 - Impacts of compressible, hydro-collapsible, and/or expansive soils, if present, and proposed mitigations.
 - Corrosion potential of soils on construction materials.
 - Construction considerations.
 - Suitability of materials (borrow, aggregates, riprap, etc.) that can be obtained from project excavations.
- Report will also include the following items in the appendix:
 - Plan view locations of field sampling/testing
 - Copies of the boring logs and field/laboratory test data used for the analysis and design.
 - Summary of laboratory testing methods and tabulated results.

3.0 Meetings

We assume for the purpose of costing that meetings will be held to a minimum. We will plan to attend two one-hour virtual meetings.

4.0 Project Fees

The following table provides a summary of the costs estimated to develop our fee. The proposed cost for this geotechnical investigation is **\$23,750.00**. We will invoice KHA monthly on a percent complete basis.

Table 2 – Estimate of Fees

Item	Estimated Fee
Layout and Utility Clearance	\$ 750
Test Drilling	\$ 7,800
Laboratory Testing	\$ 3,600
Engineering Analysis	\$ 2,800
Draft and Final Report Preparation	\$ 8,300
Meetings	\$ 500
TOTAL	\$23,750



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As an allowance, we could prepare a letter (draft and final) which would address pavement design of the parking lot planned on the west side of 91st Avenue. This work could be performed for a lump sum fee of \$4,500. This would include the drilling of one additional boring to a dept of 5 feet, minor lab testing and the preparation of a draft and final letter report.

If you have any questions or require additional information pertaining to this proposal, we would be pleased to discuss them with you.

Sincerely,
ETHOS ENGINEERING LLC



Keith Dahlen, PE
Principal/Senior Geotechnical Engineer

Reviewed By:



Francisco J. Garza, PE
Principal/Senior Geotechnical Engineer

t:\2025xxx - kha - 91st avenue ped bridge\91st avenue ped bridge_geotech proposal_ethos r0_033125.docx



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**ATTACHMENT B
4LINE STUDIOS
SCOPE OF SERVICES FOR
ARCHITECTURAL DESIGN**



4Line Studio LLC
3134 E. McKellips Road Unit 85
Mesa, Arizona 85213
www.4linestudio.com

Charlie Golek
Kimley Horn
1661 E Camelback Rd # 400
Phoenix, AZ 85016

Charlie,

We are pleased to provide our proposal of services for the 91st Ave Pedestrian Bridge project in Tolleson, Arizona

This proposal is valid for 45 days from its date of issuance.

If you have any questions or concerns, please do not hesitate to reach out!

Sincerely,

Chris Ford

Chris Ford
4Line Studio LLC
3134 E. McKellips Road Unit 85
Mesa, Arizona 85213
480-251-2048
cford@4linestudio.com



4Line Studio LLC
3134 E. McKellips Road Unit 85
Mesa, Arizona 85213
www.4linestudio.com

Exhibit A – Scope of Work

Project Scope

Our understanding of the project scope is as follows:

Kimley Horn is providing full service design and documentation services for a new pedestrian bridge spanning 91st Avenue located in Tolleson, Arizona. The project is being done through a design-build contract with Haydon Construction leading as the Design-Builder

4Line Studio will provide architectural services for two (2) elevators as part of the overall bridge connection project. 4Line Studio will be responsible for the design, layout, and specification of the elevator and corresponding shaft and the required coordination with the MEP, Structural, Civil, and Landscape teams as required to deliver a buildable and permittable architectural construction document set.





4Line Studio LLC
3134 E. McKellips Road Unit 85
Mesa, Arizona 85213
www.4linestudio.com

Task 1.0 - Schematic Design

Task 1.1 - Architectural Services – As part of this phase 4Line Studio will work with Kimley Horn, the City of Tolleson, and the chosen elevator vendor to make the required elevator selection and coordinate the overall elevator shaft size and location within the overall project scope. **As part of this phase 4Line Studio will attend up to one (1) in person meetings and two (2) virtual meetings with the client.**

Task 2.0 - Design Development

Task 2.1 - Architectural Services – Based on the approved SD package, 4Line Studio will develop the design in further detail as needed, including the development of the exterior design of the elevator shaft enclosure. Further coordination Kimley Horn, the City of Tolleson, and the chosen elevator will be provided as required to assist the overall project team in developing the corresponding design development documentation. Finally, outline specifications based on anticipated 100% specification deliverables will be provided as part of this phase's deliverables. **As part of this phase 4Line Studio will attend up to one (1) in person meetings and two (2) virtual meetings with the client.**

Task 3.0 - Construction Documents

Task 3.1 - Architectural Services –Based on the approved DD package, 4Line Studio will continue to develop the design and drawings to furnish a complete set of documents suitable for plan review, Contractor bidding, and construction. As part of this phase 4Line Studio will coordinate the drawings and specifications and incorporate into the final CD package/Contract Documents. Progress deliverables during this phase will be provided at a 90% milestone prior to the 100% signed and sealed construction document set. **As part of this phase 4Line Studio will attend up to one (1) in person meetings and two (2) virtual meetings with the client**

4Line Studio LLC will develop architectural drawings for the use in permitting and construction. The following drawings are anticipated as part of this phase.

A100: General Notes And Reference Site Plan / Egress PPlan
A200 + A201: Architectural Slab Plan, Floor Plan, RCP, and Roof Plan
A300: Exterior Elevations
A400: Sections
A600: Details

Architectural Specifications (to be formatted per Kimley Horn). Specifications to be prepared for architectural scope related to the elevator only



4Line Studio LLC
3134 E. McKellips Road Unit 85
Mesa, Arizona 85213
www.4linestudio.com

Task 4.0 - Construction Administration

Task 4.1 - Architectural Services – As part of this phase 4Line Studio LLC will provide the following construction administration services as part of this basic service agreement.

Site Visits – 4Line Studio LLC shall visit the site at intervals appropriate to the stage of construction up to two (2) times in order to observe the progress and quality of the Work completed. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's Work but rather are to allow the Consultant to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the progress of the Work and shall advise the Client about observed deficiencies in the Work. The Consultant shall not supervise, direct or have control over the Contractor's Work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Request For Information (RFI) Review - The Contractor may, after exercising due diligence to locate required information, request from the Consultant clarification or interpretation of the requirements of the Contract Documents. The Consultant shall, with reasonable promptness, respond to such Contractor's requests for clarification or interpretation.

Shop Drawing Review - The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the Work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a



4Line Studio LLC
3134 E. McKellips Road Unit 85
Mesa, Arizona 85213
www.4linestudio.com

component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received. Any Contractor field changes, resulting from value engineering, differences from design specifications or Client revisions that require revision to the drawings will be considered additional scope.

Project Assumptions

- Construction will be not be phased and drawing packages will not be phased.
- All deliverables will be digital. Any physical printing/shipping will be billed as a reimbursable expense at the Client's expense with a 10% markup
- All travel expenses are included in the fees above for the number of in person meetings listed in Exhibit A.



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Project Exclusions:

- Civil, Structural, Mechanical, Electrical, or Plumbing Engineering Services
- Landscape Design Services
- Permit, Application, Design Review Fees
- Review and Evaluation of Value Engineering Proposed By Others
- Energy Modeling
- Estimation Of Construction Schedule
- Material Inspection, Sampling and Testing Services
- Geotechnical Testing and Inspections
- Topographic/Boundary/Utility Survey
- Environmental Assessments
- Asbestos, Lead, and Hazardous Material Abatement and Removal
- Delegated Design Items (Structural or Otherwise)
- Building Signage + Other Non-Code Required Signage
- Rezoning Submittals/Presentations
- Special City Inspections
- Specifications and Analysis for Pre-Purchase of Equipment
- Multiple Permit Packages Or Bid Package
- Review of, and Response to, Design Review by Outside Consultants
- LEED/SITES/WELL Building Design
- Bidding Negotiation
- 3rd Party Utility Coordination (Except as Noted)
- Fire Alarm/Fire Sprinkler Design
- Lightning Protection Design
- Furniture Procurement
- Traffic Engineering or Studies
- Fire Flow Tests
- IT/AV or Security Design
- Acoustical Analysis/Design
- Construction Management Services/Cost Estimation
- Low Voltage Landscape Lighting Design
- Construction Staking
- NOI (Notice of Intent) Application By Contractor
- Sub-Surface Exploration
- Vibration Analysis
- Meetings Beyond Those Specified In This Document



4Line Studio LLC
3134 E. McKellips Road Unit 85
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Exhibit B -Fees

The scope of Work outlined in Exhibit A shall be completed for the fees outlined below

Task 1.0 – Schematic Design	\$5,000.00
Task 1.1 – Architectural Services	\$5,000.00
Task 2.0 – Design Development	\$5,000.00
Task 2.1 – Architectural Services	\$5,000.00
Task 3.0 – Construction Documents	\$5,000.00
Task 3.1 – Architectural Services	\$5,000.00
Task 4.0 – Construction Administration	\$3,000.00
Task 4.1 – Architectural Services	\$3,000.00
 Basic Services Total	 \$18,000.00
 4Line Studio LLC Hourly Rates	
Architect/Landscape Architect	\$185.00/hr

4Line Studio reserves the right to markup all Consultant's fees hired directly by 4Line Studio LLC by 10%. This markup (if applicable) is reflected in the numbers above. This markup will be applied to any additional services required by outside Consultants hired by 4Line Studio LLC



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Mesa, Arizona 85213
www.4linestudio.com

If this proposal meets with your approval, please indicate by signing and returning one copy for our file. Work shall not proceed without signed authorization. Please prepare and transmit to us an agreement accordingly, or prepare a supplemental letter accordingly, and issue a Purchase Order accordingly. We look forward to working with you on this project.

AGREED TO AND ACCEPTED:

Client

Signature

Printed Name

Date

Company

Consultant (4Line Studio LLC)

Chris Ford

Signature

Chris Ford

Printed Name

03.28.2025

Date

4Line Studio LLC

Company