

**City Council
Special Meeting
Agenda**

Wednesday, February 4, 2026

9:30 AM

Members of the Litchfield Park City Council will attend either in person, by telephone, or video conference call.
Physical access to the meeting room will be available 30 minutes prior to the meeting.

I. Call to Order

- A. The agenda and packet are available at: www.litchfieldpark.gov
- B. A video recording of the meeting can be seen [here](#) the next business day.

II. Business

A. Sun Health Contract

INFORMATION/ACTION

Presenter: *Matthew Williams, City Manager*

Discussion and possible action to authorize the City to enter into an agreement with Sun Health for the City's half of the design and engineering costs for Camelback Road between Bullard Wash and Litchfield Road.

III. Executive Session

- A. **An Executive Session may be called during the public meeting on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of receiving legal advice.**

IV. Adjournment

Thomas L. Schoaf, Mayor

Affidavit of Posting

I, Terri Roth, MMC, City Clerk. do hereby certify that I caused to be posted a true and correct copy of this agenda for the City Council meeting of Wednesday, February 4, 2026, in the following place in the City of Litchfield Park:

- 1. City Hall, outside bulletin board
- 2. City Website

Terri Roth, MMC, City Clerk

Persons with special accessibility needs should contact City Hall, (623) 935-5033, at least 48 hours prior to the meeting.

To: Mayor Thomas L. Schoaf and Members of the City Council
From: Matthew Williams, City Manager
Meeting Date: 2/4/2026
Presenter: Matthew Williams, City Manager

RECOMMENDED MOTION:

MOVE TO APPROVE THE CITY TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH SUN HEALTH FOR THE CITY'S ½ DESIGN AND ENGINEERING COSTS FOR CAMELBACK ROAD IMPROVEMENTS BETWEEN LITCHFIELD ROAD TO BULLARD WASH WITH A NOT TO EXCEED AMOUNT OF \$325K AND WITH THE FINAL AGREEMENT TO BE APPROVED BY THE CITY ATTORNEY FOLLOWING REVIEW AND ACCEPTANCE BY THE MAYOR AND VICE-MAYOR

BACKGROUND/DISCUSSION:

Per the 2020 development agreement with Sun Health, Sun Health is responsible for the design, engineering and construction of Camelback Road northern half from western city limits to Litchfield Road, while the City is responsible for the southern half.

Staff would request approval to enter into a reimbursement agreement with Sun Health so that Colliers can design & engineer both the northern and southern half of Camelback, concurrently. This would include the Sun Health roundabout and Village Parkway signal.

There will be related documents to come to Council for further approval. However, this item needs to be approved to avoid demobilization as Sundt crews move from Litchfield Road to Camelback Road in the Fall of 2026.

This design would include the Sun Health roundabout, Village Parkway traffic signal, landscaped median, etc.

The City portion of this cost would currently be \$266k with an estimated \$26k for landscaping design. Staff would request an amount not to exceed \$325k as other issues come up.

In the actual contractual agreement, staff would like to include the ability for Colliers to design a sound wall and Camelback underpass (at city expense) if so desired.

STAFF RECOMMENDATION:

Staff recommends approval

FINANCIAL IMPACT:

Not to exceed \$325k.

ATTACHMENTS:

1. La Loma - Full Camelback Road Proposal 013026

January 30, 2026

Ms. Suzy Peel
Vice President of Real Estate and Development
Sun Health Services
14719 W. Grand Avenue, Surprise, AZ 85374

Proposal for Professional Services
Camelback Road Improvements
Litchfield Road and Camelback
Colliers Engineering & Design Proposal No.: 24-290

Dear Suzy,

Colliers Engineering & Design, Inc. is pleased to submit this proposal to provide professional planning and engineering services for Camelback Road improvements in the City of Litchfield Park, Arizona.

This proposal is divided into four sections as follows:

- Section I** – Scope of Services
- Section II** – Business Terms and Conditions
- Section III** – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV** – Client Contract Authorization

The order in which the following scope of services are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Colliers Engineering & Design (CED) to meet project schedules.

Section I – Scope of Services

Project Description

The Project will consist of roadway design of Camelback Road, a major arterial in the City of Litchfield Park (City). This Project will include full roadway re-design, a major roundabout, and drainage improvements. This design will be done as part of the development agreement signed on October 29th of 2020 which specified for Sun Health Services to improve the north half street, however the City of Litchfield Park and Sun Health Services have agreed to add on additional scope to include the improvements of the south half of Camelback Road. Any further modifications to the scope will need to be agreed upon in future contracts. CED will act as the prime consultant and the client interface for the Project, providing direction to the sub-consultants throughout the duration of the Project as well as communications with the city and other agencies.

Based on our conversations and information noted above, we propose to complete the following:

Task 1.0 Survey Services

1. Topographic Survey: CED will complete survey field work for full topographic information and obtain horizontal and vertical data of the Project site to enable construction plan preparation. The data will be compiled into a base map for final design use.
2. Subsurface Utility Engineering: CED will conduct and document an investigation of the project area and the affected adjacent area in order to determine existing public and private utilities within the limits of the project. CED will coordinate a Blue Stake design ticket and collect key utility maps and as-built drawings for all utility stakeholders within the project area, as well as coordination of all potential conflicts with the utility stakeholders. CED will provide base mapping and CAD linework to the Client and the City. Work under this scope item will be completed on a time and materials basis per CED's rate schedule.
3. Right-of-Way Coordination (as-needed): CED will conduct coordination with the necessary stakeholders for the acquisition of right-of-way. Potential right-of-way acquisitions on the south side of Camelback will be documented and CED will work alongside the City of Litchfield Park to designate.
4. Map of Dedication: CED will prepare a map of dedication (MOD) for the proposed Litchfield Road Improvements described in this scope document. The MOD will follow City of Litchfield Park standards and will define public right-of-way and public utility easements to be dedicated.

Task 2.0 Roadway Infrastructure Improvements

1. Roadway Plan and Profiles: CED will prepare roadway improvement plans for the full width of Camelback Road, along the frontage of Sun Health property, which is approximately 3,900 LF. The City has requested a significant curvilinear re-design of the Camelback Road alignment, per discussions with the City and Sun Health. The roadway plans will need to taper into the existing roadway to the west and east and account for the newly designed roundabout. The paving plans will include street improvements depicting horizontal and vertical design (profiles), roadway staking/grading sheets, typical cross-sections, storm drain design and profiles, SWMP plan, construction details, and construction notes. The plans will be submitted to the City for approval.
2. Roundabout Design: CED will complete roundabout design at the intersection of Camelback and 143rd Avenue per Federal Highway Administration (FHWA) and Maricopa County standards. As a major roundabout on an arterial, this task is anticipated to require significant coordination with the City, County, and adjacent stakeholders. Tasks specific to the roundabout design will include special signing and marking, truck movement analysis, pedestrian and multi-modal travel design, right-of-way coordination, center island design, grading and drainage, and access to adjacent properties. The roundabout design will include paving plans, staking/grading detail sheets, and storm drain design and profiles specific to

the roundabout. These sheets will be included in the Roadway Plan and Profile package, which will be submitted to the City for approval.

3. Signing and Striping Plans: CED will prepare a signing and striping plan per Maricopa Association of Governments (MAG) standards. These will be a part of the previously described Paving and Roundabout Plans, providing the proposed roadway lane striping, symbology, transition striping, and signing. These plans will be included in the Roadway Plan submittal packages and submitted to the City for approval.
4. Final Drainage Report: CED will prepare a drainage report comparing pre vs. post drainage patterns with the construction of the Camelback Road and the roundabout. This report will include full analysis of the drainage characteristics, storm water retention requirements, analysis of existing drainage infrastructure, and design of required drainage facilities. This report will also provide recommendations for storm water management of the south half street, conveying flow to the north. This final drainage report will be submitted to the City for approval.
5. Street Lighting Design: CED will prepare street lighting plans and analysis. This scope will include analysis of existing street lighting conditions and coordination with the City on required lighting levels and locations to meet City's requirements. A full street lighting design showing all street lighting for Camelback Road will be prepared in one plan set, including ITS conduit and pull box design. These plans will be submitted to the City for review and approval.
6. Traffic Signal Design: CED will prepare traffic signal design plans at the intersection of Village Parkway and Camelback Road. CED will design in a two-step process with the Traffic Signal Layout Plan developed first, capturing key design factors such as signal head visibility and constructability issues. The plans will include signal head placement, signing and striping, ramp layout and details, areas of vehicle detection (via image traffic detectors) and other various components of the traffic signal. These plans will be submitted to the City for review and approval. If this traffic signal is replaced by an updated signal warrant analysis the work in this task will not be completed.

Task 3.0 Meetings and General Consulting

1. Project Meetings: CED will conduct/attend/participate in Project related meetings and coordinate as necessary with Client representatives, County and agency staff members, utility companies, and development team consultants as design is developed and management meetings with the Client, consultants and City officials as requested by the Client. Work under this scope item will be completed on a time and materials basis per CED's rate schedule.
2. General Consulting: On an as-needed basis, CED will complete professional engineering and surveying services not specifically identified in this proposal. Work under this scope item

shall be completed on a time and materials basis per CED's rate schedule or by a supplemental work order. As this scope item is general in nature, each task shall be authorized by Client prior to commencing the work. Services that are anticipated, but are indeterminate in scope include, but are not limited to legal descriptions and exhibits, filing and obtaining design standard technical appeals, and other services which cannot be established at project outset.

Task 4.0 Supplemental Services

1. Post Design Services: CED will provide post-design services during the construction phase of this project as requested by the Client. Potential tasks to be included are bidding assistance, contractor procurement, pre-construction meetings, materials submittals, request-for-information from the contractor, supplemental drawings, and any potential coordination with agencies. This work shall be completed on a time and materials basis per CED's rate schedule or by a supplemental work order.
2. Project Coordination (included at no additional cost): Included with the processing of the improvement plans and MOD for the project are the following items:
 - a. Utility Coordination: CED will submit the proposed improvement plans to the local utility providers in the project vicinity for existing utility facility conflict review.
 - b. Subconsultant Coordination: CED will act as the prime consultant and Client interface for the project, providing direction to any potential consultants throughout the duration of the Project.

Schedule of Fees

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services. The entirety of the new work in this contract is between CED and Sun Health for a total of \$400,000. The City of Litchfield Park will reimburse Sun Health for the City's portion of the work via a separate agreement.

COLLIERS ENGINEERING & DESIGN		Spent To Date	New Scope Fixed Fee		New Scope T&M	
		SHS	SHS	COLP	SHS	COLP
1.0 Preliminary Design Services						
	1.1 Topographic Survey	\$ 7,030	\$ -	\$ 7,500	\$ -	\$ -
	1.2 Right of Way Coordination	\$ 230	\$ -	\$ 4,500	\$ -	\$ -
	1.3 Subsurface Utility Engineering	\$ 1,167	\$ -	\$ -	\$ 18,000	\$ 18,000
	1.4 Map of Dedication	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ -
	Subtotal	\$ 8,427		\$ 32,000	\$ -	\$ 36,000
2.0 Roadway Infrastructure Improvements						
	2.1 Roadway Plan and Profile	\$ 59,225	\$ 29,100	\$ 67,900	\$ -	\$ -
	2.2 Roundabout Design	\$ 38,190	\$ 14,405	\$ 52,595	\$ -	\$ -
	2.3 Signage and Striping Plans	\$ 8,760	\$ 5,700	\$ 13,300	\$ -	\$ -
	2.4 Drainage Report	\$ 14,453	\$ -	\$ 9,500	\$ -	\$ -
	2.5 Street Lighting	\$ 5,890	\$ -	\$ 6,500	\$ -	\$ -
	2.6 Traffic Signal Litchfield Greens	\$ -	\$ -	\$ 20,000	\$ -	\$ -
	Subtotal	\$ 126,518		\$ 219,000	\$ -	\$ -
3.0 Meetings and General Consulting						
	3.1 Project Meetings	\$ 770	\$ -	\$ -	\$ 29,000	\$ 29,000
	3.2 General Consulting	\$ 5,723	\$ -	\$ -	\$ 10,000	\$ 10,000
	Subtotal	\$ 6,493		\$ -	\$ -	\$ 78,000
4.0 Supplemental Services						
	4.1 Post Design Services	\$ -	\$ -	\$ -	\$ 17,500	\$ 17,500
	4.2 Project Coordination	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -		\$ -	\$ -	\$ 35,000
	TOTAL	\$ 141,438	\$ 59,205	\$ 191,795	\$ 74,500	\$ 74,500
			Fixed Fee	T&M	TOTAL	%
SUBTOTAL SHS SPENT			\$ 141,438.00	\$ -	\$ 141,438	26%
SUBTOTAL SHS NEW			\$ 59,205	\$ 74,500	\$ 133,705	25%
SUBTOTAL COLP			\$ 191,795	\$ 74,500	\$ 266,295	49%
			Total New Work		\$ 400,000	
			Grand Total		\$ 541,438	

This Contract and Fee Schedule are based upon the acceptance of Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract.

Additional Provisions

- The scope of work does not include water and wastewater infrastructure design.

- Traffic Control Plan is specifically excluded from scope of work.
- Delivery, mileage, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.
- Reimbursables will be charged at cost plus 7%.
- CED will provide the services described above on a Fixed Fee and Time and Materials basis. For fees marked as time and materials, the Client will only be charged for actual time and materials spent on the Project according to the CED Standard Fee Schedule in effect at the time services are provided. CED agrees not to exceed the aggregate Total Time and Materials Budget amount without written authorization from the Client.
- **Payment terms are NET30 of receipt of invoice.**

Section II – Business Terms and Conditions

Colliers Engineering & Design agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Colliers Engineering & Design will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Colliers Engineering & Design may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, for a period of greater than 180 days, Colliers Engineering & Design reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards.

Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Colliers Engineering & Design bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses.

Any comments or discrepancies, relative to invoices shall be submitted in writing within forty-five (45) days or the account will be considered correct.

For professional services billed on an hourly basis, Colliers Engineering & Design reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees. Overtime charges will not be passed onto the Client unless overtime was pre-approved by Client and Colliers Engineering & Design actually paid the employee(s) one and half times the hourly rate.

Expenses incurred for services, equipment, and facilities not furnished by Colliers Engineering & Design are charged to the Client at cost. Client agrees to pay directly to vendors those expenses for services and equipment not furnished by Colliers Engineering & Design that have been pre-approved by the Client. To the extent Client requests that Colliers Engineering & Design advance expenses or Client requests Colliers pay a Subconsultant for services not furnished by Colliers Engineering & Design, Colliers Engineering & Design reserves the right to add an up charge, not to exceed 7%, if it advances the payment of expenses on the Client's behalf.

Client shall pay Colliers Engineering & Design for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility. All alleged costs and expenses shall only be reimbursable if they are supported by documentation demonstrating proof of payment and that all such costs and expenses were related directly to this Project and that are eligible for reimbursement under this Section.

4.0 PAYMENT:

Colliers Engineering & Design bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. Colliers Engineering & Design shall notify Client in writing if any payment is not received within 30 days of the Client's receipt of any invoice. In the event payment is not made according to the terms and conditions herein after written notice has been received indicating payment was not timely received, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect monies actually and undisputedly owed. Should the matter proceed to court, the prevailing party shall be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Colliers Engineering & Design reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Colliers Engineering & Design. Colliers Engineering & Design will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Colliers Engineering & Design will withdraw all pending applications for the project.

5.0 INTENTIONALLY OMITTED:

6.0

Client will provide for right of entry for Colliers Engineering & Design personnel and equipment necessary to complete our services. While Colliers Engineering & Design will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Colliers Engineering & Design all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Colliers Engineering & Design for proper performance of its services. Notwithstanding the foregoing, Colliers Engineering & Design shall utilize all reasonable means of obtaining information about underground facilities in the area of the planned excavation. Methods of gathering information may include, but not be limited to, contacting entities such as a one call center, coordinating committees/councils, other designers, engineering societies, and governmental agencies to help identify underground facilities in an excavation area. Gathering information also may include a review of the site for aboveground indications of underground facilities (e.g., permanent signs or markers, manhole covers, vent pipes, pad-mounted devices, riser poles, power and communication pedestals, and valve covers).

Colliers Engineering & Design will not direct, supervise, or control the work of Client's contractors or their subcontractors. Colliers Engineering & Design shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Colliers Engineering & Design's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Colliers Engineering & Design shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Colliers Engineering & Design or its employees or subcontractors on a site shall imply that Colliers Engineering & Design controls the operations of others, nor shall this be construed to be an acceptance by Colliers Engineering & Design of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Colliers Engineering & Design will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Colliers

Engineering & Design at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Colliers Engineering & Design shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Colliers Engineering & Design harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. Either Party may also terminate this Agreement for convenience by providing the other Party 60 days advanced written notice. In the event of termination, Colliers Engineering & Design shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Colliers Engineering & Design may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Colliers Engineering & Design in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Colliers Engineering & Design prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Colliers Engineering & Design does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost.

10.0 AGREED REMEDY:

The Parties shall only be liable to each other for direct damages. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE OTHER PARTY. With regard to services involving hazardous substances, Colliers Engineering & Design has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

It is intended by the parties to this Agreement that Colliers Engineering & Design's services in connection with the project shall not subject Colliers Engineering & Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Colliers Engineering & Design, a New Jersey corporation, and not against any of Colliers Engineering & Design's employees, officers or directors.

11.0 INTENTIONALLY OMITTED.

12.0 INDEMNIFICATION:

Colliers Engineering & Design shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

Colliers Engineering & Design agrees, to the fullest extent permitted by law, to indemnify and hold the Client (including not simply the entity but also its representatives and agents) harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by Colliers Engineering & Design's breach of its duties under this Agreement, negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-consultants or anyone for whom Colliers Engineering & Design is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Colliers Engineering & Design

harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Owner's negligent acts, errors or omissions or those of anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

Colliers Engineering & Design is not obligated to indemnify the Owner in any manner whatsoever for that portion of the damage, liability or cost (including reasonable attorneys' fees and costs of defense) caused by the Client's own negligence.

The Client is not obligated to indemnify Colliers Engineering & Design in any manner whatsoever for that portion of any damage, liability or cost (including reasonable attorneys' fees and costs of defense) caused by Colliers Engineering & Design's own negligence.

The duty to defend is separate and apart from the duty to indemnify and there is no affirmative duty to defend under this Agreement. Reasonable attorneys' and reasonable costs paid remain eligible for indemnification hereunder subject to, and reduced by, the percentage of fault assessed by the trier of fact against the party seeking recovery of such fees and costs in a final non-appealable judgment.

The Party to be Indemnified shall use reasonable efforts to seek to recover any insurance proceeds in connection with making a claim under this Section. Payments by Indemnifying Party under Section are limited to the amount of any liability or damage that remains after deducting therefrom any insurance proceeds and any indemnity, contribution, or other similar payment actually received by the Party to be Indemnified or paid by a carrier to the non-party, less any related costs and expenses, including the aggregate cost of pursuing any related insurance claims and any related increases in insurance premiums or other charge-backs.

Indemnified Party shall give Indemnifying Party prompt written notice (a "Claim Notice") of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification. Indemnified Party's failure to provide a Claim Notice to Indemnifying Party does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party, but in no event shall Indemnifying Party be liable for any Losses that result from a delay in providing a Claim Notice, which delay materially prejudices the defense of the related third-party claim. Each Claim Notice must contain a description of the third-party claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). Indemnified Party shall furnish promptly to Indemnifying Party copies of all papers and official documents received in respect of any Losses.

Indemnifying Party may assume, at its sole option, control of the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim (an "Indemnified Claim") by sending written notice of the assumption to Indemnified Party on or before 14 Business Days after receipt of a Claim Notice to acknowledge responsibility for the defense of such Indemnified Claim and undertake, conduct, and control of the settlement or defense through reputable independent counsel of its own choosing, which selection is conditional upon the Indemnified Party agreeing the choice is reasonably satisfactory. If Indemnifying Party assumes control of the defense, the Indemnified Party shall fully cooperate with Indemnifying Party in connection therewith, and may employ, at any time, separate counsel to represent it; provided, that Indemnified Party is solely responsible for the costs and expenses of any such separate counsel. Payments by Indemnifying Party under this Section with respect to any Losses are limited to the amount of any liability or damage that remains unpaid by any insurance company after deducting therefrom any applicable insurance proceeds.

This Section shall survive the termination of this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Colliers Engineering & Design. Colliers Engineering & Design shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of

Colliers Engineering & Design, increase Colliers Engineering & Design's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Colliers Engineering & Design, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Colliers Engineering & Design. Colliers Engineering & Design's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Colliers Engineering & Design because of this Agreement of Colliers Engineering & Design's performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Colliers Engineering & Design for the Client and paid for by the Client are and remain the property of the Client. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Colliers Engineering & Design will be at the Client's sole risk and without liability to Colliers Engineering & Design or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Colliers Engineering & Design from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Colliers Engineering & Design shall provide Client files subject to the following conditions:

The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Colliers Engineering & Design makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Colliers Engineering & Design and Colliers Engineering & Design's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Colliers Engineering & Design, shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Colliers Engineering & Design shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Colliers Engineering & Design's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Colliers Engineering & Design, could not have been reasonably foreseen and provided for, such delay will entitle Colliers Engineering & Design to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Colliers Engineering & Design will notify Client of particulars, and Client will pay for such increase. When such delays beyond Colliers Engineering & Design's reasonable control occur, the Client agrees that Colliers Engineering & Design shall not be responsible for damages, nor shall Colliers Engineering & Design be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 LITIGATION/ATTORNEYS' FEES:

The Parties agrees that in the event any Party institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the Superior Court of Maricopa County, Arizona, and the Parties waive the right to bring, try or remove such litigation to any other county or judicial district.

If either Party brings action arising out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and reasonable costs as determined by the Court. Such fees shall include all reasonable attorneys' fees and court costs incurred by the prevailing Party after litigation is initiated.

17.0 DISPUTE RESOLUTION:

In an effort to resolve any conflicts that arise during the design or construction of the Subject Project or following completion of the Subject Project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree that good faith efforts to resolve the dispute have occurred outside of mediation. The Parties further agree to propose to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the Subject Project and to request all independent contractors and consultants also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those Agreements. All mediation proceedings will be held in Maricopa County Arizona.

18.0 MISCELLANEOUS:

- a. One or more waivers of any term, condition or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition or covenant.
- b. This Agreement shall be governed by the laws of the State of Arizona and the codes, rules, and regulations in effect at the time this Agreement is executed.
- c. If any provision of this Agreement is invalid or unenforceable, all of the other provisions shall nonetheless remain in full force and effect.
- d. This Agreement may not be amended except by a written addendum signed by the parties hereto.
- e. This Agreement may be signed in counterparts.

19.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Colliers Engineering & Design. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Colliers Engineering & Design.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

Section III – Rate Schedule

Technical Staff Rates 2026	
Billing Titles	Hourly Rates
Executive Principal	310.00
Senior Principal	295.00
Principal	285.00
Senior Technical Director	275.00
Senior Project Manager	260.00
Technical Director	240.00
Project Manager	230.00
Senior Project Specialist	210.00
Project Specialist	195.00
Technical Professional	185.00
Technical Specialist	175.00
Specialist	165.00
Senior Data Technician	155.00
Senior Technical Assistant	145.00
Technical Assistant	130.00
Field Technician	120.00
Data Technician	120.00
Survey Crew - 1 Person w/ Robotic Equipment	155.00
Additional Survey Crew Member	70.00
SUE Crew (designating) 1 Person	160.00
Additional (designating) Member	85.00
SUE Crew (locating) - 2 Person	220.00
Additional (locating) Member	85.00
Expert Witness	425.00

Reimbursable Expenses	
General Expenses	Cost + 7%
Travel (Hotel, Airfare, Meals)	Cost + 7%
Sub- Consultants/Sub-Contactors	Cost + 7%
Plotting	4.70/Each
Computer Mylars / Color Plots	100.00/Each
Photocopies	0.20/Each
Color Photocopies	2.20/Each
Document Binding	4.50/Each
Mileage Reimbursement *	0.70/Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, please sign where indicated above in Section IV, and return one signed copy to this office. **Payment terms are NET30 of receipt of invoice.** This proposal is valid until [March 30, 2026] (60 days per business terms).

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Sincerely,

Colliers Engineering & Design, Inc.



Joon Dokgo, PE
Project Manager

JD



CITY COUNCIL COMMUNICATION

Executive Session Item III.A
An Executive Session may be
called during the public meeting
on any item on this agenda
pursuant to A.R.S. § 38-
431.03(A)(3) for the purpose of
receiving legal advice.

To: Mayor Thomas L. Schoaf and Members of the City Council
From:
Through: Matthew Williams, City Manager
Meeting Date: 2/4/2026
Presenter:

RECOMMENDED MOTION:

BACKGROUND/DISCUSSION:

STAFF RECOMMENDATION:

FINANCIAL IMPACT:

ATTACHMENTS: