



**TOWN OF PARADISE VALLEY**

**ARCHITECTURAL/ENGINEERING DESIGN SERVICES CONTRACT  
FOR  
REMODEL OF PUBLIC WORKS FACILITIES**

RFQ 18-002-ENG  
PROJECT NO. 2018-01

This Architectural/Engineering Design Services Contract (“**Contract**”) is made and entered into this \_\_\_\_ day of June, 2019, by and between the Town of Paradise Valley, an Arizona municipal corporation, hereinafter referred to as “**Town,**” and DWL Architects + Planners, Inc, a(n) Arizona corporation, hereinafter referred to as “**A/E**”, whose principal place of business is located at: 2333 North Central Avenue; Phoenix, AZ 85004, (each a “**Party;**” collectively “**Parties**”).

**RECITALS**

- A. The Town desires to contract for architectural/engineering services with A/E for the Architectural Services required for the remodel and expansion of the Public Works facilities for the Town of Paradise Valley, as more fully described in **Exhibit A** and the Request for Qualifications 18-002-ENG (“**Project**”); and
- B. The A/E is qualified to render the architectural/engineering design services desired by the Town.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the Town and A/E agree as follows:

**1.0 Description, Acceptance, Documentation**

**1.1 Scope of Services**

The A/E will cooperate with the Town’s Project Manager; and

The A/E is assigned the tasks specified in the Project Scope of Work (Letter dated May 29, 2019 to Jason Harris), attached as **Exhibit A**, which is incorporated by reference and made a part of this Contract; and

The A/E agrees that the specifications and design documents prepared by A/E will fulfill the purposes of the Project, shall meet all local standards, including building codes and ordinances, and shall comply with applicable laws and regulations; and

During design, A/E shall maintain cost controls to deliver the Project within the design and

construction budget. A/E shall complete the design and construction documents such that the design and construction costs of the Project will not exceed the design and construction budget and shall not proceed from one phase to another unless the budget for the phase is in compliance with the design and construction budget. If at any time during the design of the Project it appears the cost of design and construction may exceed the design and construction budget, A/E shall immediately notify the Town in writing. If the construction budget is exceeded, A/E shall value engineer the Project at no additional cost to the Town. As used herein, "cost of construction" means the total cost or estimated cost to the Town of all elements of the Project designed or specified by A/E, but does not include the compensation of the project/construction manager.; and

A/E acknowledges that the Project will be constructed under a Job Order Contract (JOC) method of project delivery. The Town will enter into a contract with a JOC to provide pre-construction and construction phase services. A/E shall cooperate with the Town, including assistance in selection of the JOC and consideration of the JOC's recommendations regarding design and equipment, provided however that A/E shall maintain sole responsibility for the design of the Project; and

The A/E must obtain all necessary information to complete the tasks specified in **Exhibit A**, Project Scope of Work; and.

The A/E shall provide all architectural and engineering services, including but not limited to specifications and design documents, under this Contract in accordance with professional architectural and engineering standards. Any review or approval by the Town or others does not diminish these requirements.

## **1.2 Acceptance and Documentation**

- A. Each task will be reviewed and approved by the Project Manager to determine acceptable completion.
- B. The Town will cooperate to provide available necessary information to the A/E for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, tracings, plans, specifications, maps, sketches, charts, computations, data compilations, studies, and reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Project Manager before final payment is made to the A/E. The Town may use such documents for other purposes without further compensation to the A/E; however, any reuse without written verification or adaptation by A/E for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to A/E. Any verification or adaptation of the documents by A/E for other purposes than contemplated by this Contract will entitle A/E to further compensation as agreed upon between the Parties.

## **2.0 Fees and Payments**

### **2.1 Fee Schedule**

The amount paid to the A/E will not exceed Eighty-eight Thousand, Nine Hundred Thirty Three dollars (**\$88,933.00**). The A/E will be compensated in accordance with the compensation schedule, including hourly rates, shown in **Exhibit A**.

### **2.2 Payment Approval**

The time spent for each task must be recorded and submitted to the Project Manager. The A/E must maintain all necessary documents and accounting records pertaining to time

billed and to costs incurred and make these materials available at all reasonable times during the Contract period and for three years after final payment under this Contract.

Monthly payments will be made to the A/E on the basis of a progress report submitted by the A/E for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Project Manager to determine acceptable completion.

The Project Manager or designee will process a partial payment request. However, not more than 90% of the total Contract price will be paid before Town's final acceptance of all completed work.

The Project Manager reserves the exclusive right to determine the amount of work performed and payment due the A/E on a monthly basis. The Project Manager or designee will notify A/E if the determination of completed work is different from A/E's progress report.

All charges must be approved by the Project Manager before payment.

### **2.2.1 Payment Terms**

The Town of Paradise Valley's payment terms for architectural/engineering work under State of Arizona A.R.S. Title 34 requirements is 14 days after invoice submittal by the A/E and the work is certified and approved by the Town Project Manager.

The Town has seven (7) days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the Town Project Manager. Until such time as such issues are resolved and certified by the Town the 14-day payment term will not have commenced.

### **2.3 Changes to Scope of Services**

The total scope of the architectural/engineering services to be performed is stated in this Contract. Any services requested outside the Project Scope of Work are additional services. The A/E will not perform these additional services without a written Change Order approved by the Town. It is understood and agreed by the parties that if the A/E performs additional services without a written Change Order, the A/E will not receive any additional compensation.

## **3.0 General Terms and Conditions**

### **3.1 Project Manager**

The Project Manager for the Town will be Jason Harris. The Project Manager will oversee the performance of this Contract, assist the A/E in accessing the organization, audit billings, and approve payments. The A/E must submit all reports and special requests through the Project Manager.

### **3.2 Term of Contract**

This Contract is effective as of the date the last Party executes the Contract. The term of the Contract is for twelve (12) months after the effective date or until completion of the Project Scope of Work, whichever is earlier.

If any tasks remain incomplete after the completion time period, the Project Manager must give written approval to continue the Contract.

### **3.3 Termination or Cancellation of Contract**

The Contract is for the convenience of the Town. As such, the Town may, without cause, terminate this Contract or abandon any portion of the project that has not been performed by the A/E.

***Termination for Convenience:*** The Town has the right to terminate this Contract or any part of it for its sole convenience upon written notice to A/E. If terminated, the A/E must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the A/E will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the A/E and the Town, based on the Scope of Work. If there is no mutual agreement, the Project Manager will determine the percentage of completion of each task detailed in the Scope of Work and the A/E's compensation will be based on this determination. The Town will make this final payment within 60 days after the A/E has delivered the last of the partially completed items. The A/E will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the A/E's suppliers or Subcontractors, which the A/E could reasonably have avoided.

***Cancellation for Cause:*** The Town may also cancel this Contract or any part of it for cause with seven (7) days' notice if the A/E defaults, or if the A/E fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Project Manager and failure to provide the Town, upon request, with adequate assurances of future performance are all causes allowing the Town to terminate this Contract for cause. Upon cancellation for cause, the Town will not be liable to the A/E for any amount, and the A/E will be liable to the Town for all damages sustained by the default which caused the cancellation.

If the A/E is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately after giving notice to the A/E:

If the Town cancels this Contract or any part of the Contract services, the Town will notify the A/E in writing, and upon receiving notice, the A/E must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the A/E must deliver to the Town all documents, including but not limited to drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the Town. Use of incomplete data will be the Town's sole responsibility.

The A/E must appraise the work it has completed and submit its appraisal to the Town for evaluation.

If the A/E fails to fulfill in a timely and proper manner its obligations, or if the A/E violates any of the terms of this Contract, the Town may withhold any payments to the A/E for the purpose of setoff until the exact amount of damages due the Town from the A/E is determined by a court of competent jurisdiction.

If the Town improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

### **3.4 Funds Appropriation**

If the Town Council does not appropriate funds to continue this Contract, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice of termination to the A/E before the end of its current fiscal period and will pay to the A/E all approved charges incurred through the end of that period.

### **3.5 Audit**

The Town may audit all of the A/E's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The A/E's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the Town's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the A/E or any of his payees. The Town's authorized representative must be afforded access, at reasonable times and places, to all of the A/E's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The A/E must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written Contract between the A/E and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the A/E to the Town in excess of 1% of the total Contract billings, the actual cost of the Town's audit must be reimbursed to the Town by the A/E. Any adjustments and payments made as a result of the audit or inspection of the A/E's invoices and records will be made within a period of time not to exceed 90 days from presentation of the Town's findings to the A/E.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

### **3.6 Ownership of Project Documents**

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the Town and must be delivered to the Project Manager before final payment is made to the A/E.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the Town concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. In that event, the Town will release the A/E from any liability for the preparation of final construction plans by others.

### **3.7 Completeness and Accuracy**

The A/E will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the A/E and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the A/E. Additional construction added to the project will not be the responsibility of the A/E unless the need for additional construction was created by any error, omission, or negligent act of the A/E. The Town's acceptance of the A/E's work will not relieve the A/E of any of its responsibilities.

### **3.8 Attorneys' Fees**

Should either Party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other Party all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees, as determined by the court sitting without a jury. All these fees, costs, and expenses will be

considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

### **3.9 Successors and Assigns**

This Contract will be binding upon the A/E, its successors and assigns, including any individual, or other entity with or into which the A/E may merge, consolidate, or be liquidated, or any individual or other entity to which the A/E may sell or assign its assets.

### **3.10 Assignment**

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Project Manager.

### **3.11 Subcontractors**

The A/E may engage any additional Subcontractors as required for the timely completion of this Contract. If the A/E subcontracts any of the work required by the Contract, the A/E remains solely responsible for fulfillment of all the terms of this Contract.

The A/E will pay its Subcontractors within seven (7) calendar days of receipt of each progress payment from the Town. The A/E will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the Town with each progress payment. In addition, any reduction of retention, if any, by the Town will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The A/E will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the A/E. No Contract between the A/E and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the A/E fails to make payments in accordance with these provisions, the Town may take any of one or more of the following actions and the A/E agrees that the Town may take these actions:

- A. To hold the A/E in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the Town from the A/E for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

### **3.12 Israel Boycott**

A/E acknowledges this Agreement is subject to A.R.S. § 35-393.01, which prohibits the Town from contracting with any person who is currently, or during the Term or any renewal or extension Term, participating in a boycott of Israel. A/E warrants that it is not and will not participate in such prohibited activity in contravention of A.R.S. § 35-393.01 and has executed and submitted the Affidavit of Israel Boycott as part of its response to the Request for Qualifications 18-002-ENG.

### **3.13 Modifications**

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

### **3.14 Conflict of Interest**

The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the A/E any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Town will have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

Under A.R.S. § 38-511, as amended, the Town may cancel any contract it is a party to within three years after its execution and without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Town or its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event the Town elects to exercise its rights under A.R.S. § 38-511, as amended, the Town agrees to give notice to A/E.

The A/E will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the Town's publication of documents for bidding.

### **3.15 Force Majeure**

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

### **3.16 Taxes**

The fee listed in this Contract includes all taxes applicable to the services authorized. The Town will have no obligation to pay additional amounts for taxes of any type.

### **3.17 Advertising**

No advertising or publicity concerning the Town's use of the A/E's services will be undertaken without first obtaining written approval of the Project Manager.

### **3.18 Counterparts**

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

### **3.19 Entire Agreement**

This Contract contains the entire understanding of the parties and no representations, or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

### **3.20 Arizona Law; Venue**

This Contract must be governed and interpreted according to the laws of the

State of Arizona and any suit pertaining to this Contract may be brought only in courts in the State of Arizona.

### **3.21 Equal Employment Opportunity**

During the performance of this Contract, the A/E will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

### **3.22 No Preferential Treatment or Discrimination:**

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the Town will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

### **3.23 Compliance with Federal and State Laws**

The A/E accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the A/E accepts the applicability to it of A.R.S. §34-301 and 34-302. The A/E will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

**Under the provisions of A.R.S. §41-4401, the A/E warrants to the Town that the A/E and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the A/E and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).**

A breach of this warranty by the A/E or any of its subcontractors will be considered a material breach of this Contract and may subject the A/E or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The Town retains the legal right to inspect the papers of any employee of the A/E or any subcontractor who works on this Contract to ensure that the A/E or any subcontractor is complying with the warranty given above.

The Town may conduct random verification of the employment records of the A/E and any of its subcontractors to ensure compliance with this warranty. The A/E agrees to indemnify, defend and hold the Town harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The Town will not consider the A/E or any of its subcontractors in material breach of this Contract if the A/E and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USC §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the A/E enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The A/E will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The A/E's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the Town.



### **3.24 Compliance with Americans with Disabilities Act**

A/E acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. A/E will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. A/E agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of A/E, its employees, agents or assigns will constitute a material breach of this Contract.

### **3.25 Evaluation of A/E's Performance**

The A/E may be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (line work, lettering, etc.)
- Working relationship with Town staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

### **3.26 Notices**

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

#### **On behalf of the A/E:**

Michael Braun, AIA  
Executive Vice President  
2333 North Central Avenue  
Phoenix, AZ 85004  
Ph: (602) 264-9731

#### **On behalf of the Town:**

Town of Paradise Valley  
Engineering / Public Works Department  
6401 East Lincoln Road  
Paradise Valley, AZ 85253  
ATTN: Paul Mood  
Ph: (480)348-3573 Fax: (480) 348-3689

**With required copy to:**

Town Manager  
Town of Paradise Valley  
6401 East Lincoln Drive  
Paradise Valley, Arizona 85253

Town Attorney  
Town of Paradise Valley  
6401 East Lincoln Drive  
Paradise Valley, AZ 85253

If hand delivered or delivered by an overnight delivery service, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. **Notice by facsimile or electronic mail is not adequate notice.**

**3.27 Independent Contractor**

The services the A/E provides to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

Town will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

**3.2 Ineligible Bidder**

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

**3.29 Indemnification**

To the fullest extent permitted by law, A/E, its successors, assigns and guarantors, must indemnify and hold harmless Town of Paradise Valley, each member of the Town's Council, boards or commissions, its agents, representatives, officers, directors, officials, employees and volunteers (the Town and any such person collectively "Indemnified Party") from and against all allegations, demands, proceedings, suits, actions, claims, damages, liabilities, losses, expenses, including but not limited to, claims processing, investigation, reasonable attorney fees, court costs, and the cost of appellate proceedings, to which any Indemnified party may become subject, under any theory of liability whatsoever ("Claims"), related to, arising from or out of, or alleged to have resulted from any negligence, recklessness, or intentional wrongful conduct of, or other persons employed or used by, A/E relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of A/E's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

**4.0 Insurance**

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution or termination of Contract. Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

#### 4.1 Insurance Representations and Requirements

- A. General: The A/E agrees to comply with all applicable Town ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the A/E, the A/E must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to Town. Failure to maintain insurance as required may result in cancellation of this Contract at the Town's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, Town does not represent that coverage and limits will be adequate to protect the A/E. The Town reserves the right to review any and all of the insurance policies and endorsements cited in this Contract, but it has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the A/E from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The A/E must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the Town of Paradise Valley, unless specified otherwise in this Contract.

- D. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The A/E is solely responsible for any deductible or self-insured retention amount and the Town, at its option, may require the A/E to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

- F. Use of Subcontractors: If any work is subcontracted in any way, the A/E must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the Town requires of the A/E in this Contract. The A/E is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements, waiver of subrogation, and naming the Town and as an additional insured.

- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the A/E must furnish the Project Manager with Certificate(s) of Insurance, or formal endorsements issued by the A/E's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of

coverage, the Town will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the A/E must forward renewal Certificates to the Town within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates for A/E and subcontractors shall specifically cite the following provisions endorsed to the A/E's policy:

1. The Town of Paradise Valley, each member of the Town's Council, boards or commissions, its agents, representatives, officers, directors, officials, employees and volunteers are named as an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
  - c) Excess Liability - Follow Form to underlying insurance as required.
2. The A/E's and subcontractor's insurance must be primary insurance for all performance of work under this Contract.
3. All policies, except Professional Liability insurance and Workers' Compensation if applicable, waive rights of recovery (subrogation) against the Town, each member of the Town's Council, boards or commissions, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the A/E or subcontractor under this Contract.
4. If the A/E or subcontractor receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be A/E's responsibility to provide prompt notice of same to the Town, unless such coverage is immediately replaced with similar policies.

#### **4.2 Required Coverage**

- A. Commercial General Liability: The A/E must maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

The policies must be endorsed to include the following additional insured language:

**The Town of Paradise Valley, its departments, agencies, boards, commissions, Town Council, officers, officials, agents, employees and volunteers will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the A/E.**

- B. Professional Liability: The A/E must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the A/E, or anyone employed by the A/E, or anyone for whose acts, mistakes, errors and omissions the A/E is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. Professional Liability

coverage specifically for Architects, A/Es and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Contract. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the A/E must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

- C. Vehicle Liability: The A/E must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the A/E's owned, hired, and non-owned vehicles assigned to or used in the performance of the A/E's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

The policy must be endorsed to include the following additional insured language:

**The Town of Paradise Valley, its departments, agencies, boards, commissions, Town Council, officers, officials, agents, employees and volunteers will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the A/E, involving automobiles owned, lease, hired or borrowed by A/E.**

- D. Workers Compensation Insurance: The A/E must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the A/E's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

## 5.0 Software Licenses

If the A/E provides to the Town any software licenses, the following provisions apply:

### 5.1 Source Code Availability

- A. The A/E must furnish the Town, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
1. The A/E becomes insolvent; or
  2. The A/E ceases to conduct business; or
  3. The A/E makes a general assignment for the benefit of creditors;
- or
4. A petition is filed in Bankruptcy by or against the A/E.
- B. Use of the Source Code must be subject to the same restrictions as the Software itself.
- C. The Town must have the right to modify the Source Code in any manner the Town believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

### 5.2 Proprietary Protection

- A. The Town agrees that if the A/E informs the Town that the Software is confidential information or is a trade secret property of the A/E; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.

- B. The A/E must not use or disclose any knowledge, data or proprietary information relating to the Town obtained in any manner.
- C. As permitted by Arizona Law, the Parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of seven (7) years after termination of this Contract and of all licenses granted by this Contract, to hold each other's confidential information in confidence. The Parties agree, unless required by government regulations or order of Court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the A/E's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the A/E must reimburse the Town for the full cost of the Town's refusal to release the information, including the costs of litigation, the Town's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Town and A/E agree to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

### **5.3 Non-Infringement**

The A/E warrants that the Software provided to the Town does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the Town asserting or involving such an allegation, the A/E will defend, at the A/E's sole expense, and will indemnify and hold harmless the Town, each member of the Town's Council, boards or commissions, and its agents, representatives, officers, directors, officials and employees against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the A/E's opinion the Software is likely to become the subject of a claim of infringement, the A/E will, at its option and its expense:

1. Procure for the Town the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2, above, is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5-year period, commencing on the date of acceptance.

### **5.4 Third Party License**

The A/E must sublicense to the Town any and all third party Software required in this Contract. The Town reserves the right to accept or reject third party license terms. If the Town rejects the terms of a third party license, it will be the A/E's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the Town. The Town's acceptance of the third party license terms will not be unreasonably withheld.

## **6.0 Severability and Authority**

### **6.1 Severability**

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

**6.2 Authority**

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

**7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form**

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at [www.irs.gov](http://www.irs.gov) under their forms section.

The Parties enter into this Agreement effective as of the date shown above.

Town of Paradise Valley,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Jill B. Keimach  
Its: Town Manager

ATTEST:

\_\_\_\_\_  
Duncan, Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Miller, Town Attorney

DWL Architects + Planners,  
an Arizona Corporation

\_\_\_\_\_  
By: Michael Braun  
Its: Executive Vice President

**EXHIBIT A**  
**PROJECT SCOPE OF WORK**  
**AND**  
**COMPENSATION**



May 29, 2019

Jason Harris  
Capital Projects Administrator  
Town of Paradise Valley  
6401 East Lincoln Drive  
Paradise Valley, AZ 85253

RE: Town of Paradise Valley  
Architectural / Engineering Design Services for Public Works Remodel and Expansion  
Fee Proposal for Design Services

Dear Jason,

We are very pleased for this opportunity to submit an Architectural and Engineering Services scope and fee proposal for the Paradise Valley Public Works Remodel and Expansion. This scope includes services for 30% - Schematic Design (SD), 60% - Design Development (DD), 90% Construction Documents (CD), 100% Final Construction Documents (CD). Construction Administration (Pre-construction activities, Construction, and Close-out) are not included in this proposal and we assume a supplemental agreement at a future date. Exhibits referenced within this proposal are listed at the end of this document.

As requested, this proposal has been prepared in accordance with our understanding of the project based on the Request for Qualifications dated 9/28/17, our scoping meeting on 5/16/2019, and recent discussions regarding the proposed improvements. For purposes of fee development, we assume the following overall duration and budget.

Design (anticipated start of Design is July 2019)	26 weeks
Budget (anticipated Construction costs \$700,000 to \$950,000)	TBD

### **Scope of Work – Basic Services (Lump Sum)**

#### **General:**

The scope of this project is to provide Basic Architectural and Engineering Design Services (Structural, Electrical, Mechanical and Plumbing) for the Town Complex Remodel, which includes the following components:

#### **Engineering / Public Works Buildings**

This project includes the remodel & relocation of internal department areas limited to those shown in the provided Space Needs Assessment (see attached Exhibit A.3), and as clarified below. This proposal excludes work in the non-shaded areas on the attached exhibits which are to remain as existing.

- Building A (Offices)
  - Up to 1,250 sf addition to include:
    - Main entry addition, conference room addition, 2 added offices or storage areas
  - Approximately 1,050 sf remodel including:
    - Consolidation of the open work area
  - Review for general code ADA conformance
- Building B (Garage Bays)

- Approximately 330 sf remodel including:
  - Expanding Parts Storage
- Building C (Storage)
  - Approximately 700 sf addition to include:
    - Relocated/expanded sign shop and related office
    - Material Storage Bays

**Demolition:**

We will provide one set of demolition documents for existing known underground utilities, pavement removal, security fencing, gates and all structures located within the proposed building site expansion areas only. Demolition drawings will be provided for Architectural and Building systems as necessary.

**Enhanced 3D Views:**

Provide up to 5 enhanced 3D views (semi-photorealistic) to be used in review and communicating the design concepts to stakeholder groups. Additional basic, monochromatic 3D views exported from the design model are included and produced as needed to study given areas.

**SCOPE OF WORK – SPECIALTY / ENHANCED SERVICES AND ALLOWANCES:****Signage:**

Provide construction documents for interior way-finding signage (non-illuminated) and new exterior building signage and monument sign at parking lot edge.

**Civil Site Survey:**

An allowance to provide a partial Civil Site Survey for those areas directly affected by the areas of expansion and those listed in the RFQ, specifically as shown in attached Exhibit A.3.

**Site Design & Landscaping:**

Site design is limited to only those areas directly affected by the areas of expansion and those listed in the RFQ, specifically as shown in attached Exhibits A.3 as clarified below.

- Site work and Landscape as related to the Lobby and Conference room addition is included.
- Site work as related to the Sign Shop addition is included.

Landscape is limited to replacement in disturbed areas with like species and connection to existing irrigation systems. Reference attached proposal from LSD for more detailed scope.

**Cost Estimating:**

A probable construction cost estimate to be performed by the design team at 30% / Schematic Design Phase. 60% and 100% cost estimates are not included as part of this proposal but can be added as needed.

**DESIGN SERVICES / TASKS:**

This project shall be designed and documented as a single construction document package. One package for all three buildings, organized by building. Drawings will show the complete project with no separate phasing.

Estimated meetings are as follows: Design Phase meetings are estimated to be an average of every other week with periods of weekly meetings and monthly meetings. Key meetings are identified in each task below. Meeting Minutes to be provided for meetings scheduled by the Design team.

The following complete tasks are included:

1. **Project Initiation / Review / Data Gathering / Coordination:** Kick-off meeting, develop vision and goals, identify key stakeholders, review needs and budget. Review current space needs assessment, validate the current/future operational space needs, and create baseline 3D as-built models.
2. **Schematic Design (30%):** Finalize program, develop Schematic Design and Council presentation. Participate and support the Town during the procurement and selection of a Contractor.
3. **Design Development (60%):** Incorporate Stake Holder Comments, Refine Design, Town review.
4. **Construction Documents (90%):** Quality Control Review, document Submittal for Town and agency approval.
5. **Final Construction Documents (100%):** Incorporate agency approval related revisions, GMP Finalization.

### **Description of Tasks:**

#### **Task 1.0: Project Initiation / Data Gathering / Team Coordination / Review (Lump Sum)**

- A. Proposed Meetings:
  1. Bi-Weekly Project Meetings (2 meetings)
  2. Project kick-off meeting, site walk; develop vision and goals, identify key stakeholders, review needs and budget (1 meeting)
- B. Review and Validate the Current/Future Operational Space needs to be provided by Owner, finalize the program.
- C. As-built verification of Owner provided record drawings, document existing conditions, site walk with Town staff.
- D. Initiate survey for areas of expansion.
- E. Identify all applicable Town Standards and Preliminary Building Code review.
- F. Develop Preliminary Design Schedule.

#### **Task 2.0: 30% / Schematic Design (Lump Sum)**

- A. Proposed Meetings:
  1. Bi-weekly Project Meetings (4 meetings)
  2. Town Council Study Session (1 meeting)
  3. Town Council Final Presentation/ Community Conversation (1 meeting)
- B. Based upon the mutually agreed upon program, schedule and construction budget requirements, Design Team shall prepare, for approval by TPV, Schematic Design documents. The Schematic Design will include architectural plans, elevations, sections and select 3D views as required to illustrate the scale and relationship of project components. Narratives and plans for the basis of design shall be provided for civil, structural, mechanical, electrical, plumbing and special systems.
- C. The Schematic Design (30%) will be submitted to the TPV project team and stakeholder group for review, comment and approval.
- D. A cost estimate shall be provided after the completion of the Schematic Design package.

**Task 3.0: 60% / Design Development (Lump Sum)**

- A. Proposed Meetings:
  - 1. Bi-weekly Project Meetings (4 meetings)
  - 2. Comment resolution Meeting (1 meeting)
  - 3. Town Council Study Session (1 meeting)
- B. Based upon the approved Schematic Design documents and any adjustments authorized by TPV in the program, schedule or cost estimate, the Design Team shall prepare Design Development Documents (60%) for approval by TPV.
- C. The Design Development documents shall consist of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical, and special systems, materials and other applicable elements such as Fire Protection systems identification for shop drawing development and demo drawings.
- D. Draft Specifications that identify major materials and systems and establish a general quality level shall be included (civil, landscape, structural, mechanical, electrical, plumbing and special systems).
- E. Finish types and grades of finish materials shall be established. DWL assumes that a finish palette will be accepted by TPV in the DD phase review period. This information is to be used for pricing purposes during the CD phase. The selected colors will be provided in a 3-ring binder with finish samples. Elements such as wall, floor & ceiling finishes and lighting are included.
- F. Preliminary Signage to be included at this phase for TPV to review and provide finalized scope for CDs.
- G. Submit Design Development drawings to TPV project team and stakeholder for review/comment.

**Task 4.0: 90% / Construction Documents (Lump Sum)**

- A. Proposed Meetings:
  - 1. Project Meetings every 3 weeks (3 meetings)
  - 2. Comment resolution Meeting (1 meeting)
- B. Based upon the approved Design Development Documents and any further adjustments in the scope or budget authorized by TPV, the Design Team shall prepare Construction Documents which include a Building Safety Submittal. (See deliverables section for more information.) The documents include drawings and specifications with sufficient detail to obtain a permit and approval by the Town of Paradise Valley Building Safety Department.
- C. Submit 90% Construction Documents for final review by TPV project team and stakeholders, Building Permit Review.

**Task 5.0: 100% - Final Construction Documents (Lump Sum)**

- A. Proposed Meetings:
  - 1. Project Meetings (1 meetings)
  - 2. Comment resolution Meeting (1 meeting)
- B. Based upon the approved 90% Construction Documents and any further adjustments in the scope or budget authorized by TPV, the Design Team shall prepare 100% Construction Documents which include response to Permit Review comments and GMP RFIs.
- C. Shall incorporate all final comments and adjustments prior to commencement of work.

**EXCLUSIONS:**

In order to provide clarity and to prevent any misunderstandings, we want to identify items that are excluded from this proposal. If for any reason the Town requires these services, we can provide them for additional compensation.

- Plan review fees, permit or code modification fees.
- Multiple bid packages, phased drawings.
- Services from engineers or consultants not identified in this proposal and beyond this project's scope will not be provided.
- Tests or investigations requiring demolition of existing construction or other types of Forensic investigation are not included in this proposal, except as described under Additional Services.
- The design or selection of furniture (FFE) is not included in this proposal.
- Signage master planning is not included.
- Construction phasing plans are not included.
- Deliverables beyond those described below.
- LEED assessment and services.
- 3rd party commissioning services.
- Acoustic Design & Engineering unless otherwise noted for specific design elements.
- All Hazardous Material related work such as testing or abatement.
- Utility location services, Potholing, Field investigations.
- Major scope changes or revisions and deliverables beyond those listed below.
- Photorealistic 3D renderings.
- Complete Facility Assessment, as-built Model or drawings.
- 3D scanning of existing conditions. Native Plant Salvage Plan.
- Geotechnical Investigations and Report.
- Special Structural Inspections or Materials Testing.
- Work related to existing or new Emergency Generator.

**ASSUMPTIONS & SCOPE CLARIFICATIONS:**

- As-built Record Drawings for existing buildings will be provided by TPV, including all utility drawings.
- Owner will perform necessary utility location prior to start of 60% Construction Documents.
- The attached Exhibit A.3 will serve as the basis for the Schematic design program and functionality. Complete Re-design or Re-programming is not included in this contract. Minor improvements to and study of these concept drawings are included in the Schematic Design Phase Only.
- Reimbursables include project related expenses such as code modification fees, mileage, long-distance telephone, courier, printing, copying (in or out of office).
- Subconsultants included in this proposal. Please review their attached proposals for further scope details.
  - LSW Engineers (Mechanical, Plumbing, Electrical & Special Systems)
  - CTS Engineers (Structural)
  - EPS (Civil Engineering)
  - Logan Simpson Design (Landscape)
  - CCMC (Cost Estimating)
- No scope is included for the exterior of the buildings for areas not being modified as part of this scope.

- The construction delivery method is Job Order Contract (JOC). JOC is to provide a Cost Estimate based on the final 100% deliverable. A Cost Estimator will be part of the design team to provide a Cost Estimate at SD. Value Engineering (VE) effort beyond an acceptable industry standard (effort by the team to revise design within 10% of the established budget) will require additional services.
- In order to minimize rework of the documents, the DD scope will commence once TPV provides feedback on the Cost estimate
- Contract to be Lump Sum. Hours identified for tasks under the HNTE are estimates and may not reflect actual time taken to complete each task. Tasks not identified in this proposal and its supporting documents shall be considered additional services and is not included in the fees.
- DWL shall utilize the latest version of Revit and assume the same will be utilized by Mechanical, Plumbing, Electrical and Structural. An equivalent and compatible software will be used for coordinating with Civil. Any use of the DWL Revit model by the Contractor and its sub-contractors shall be for reference of design intent only.
- Regulatory & Code required signage, building entry identification signs (one at each of the three buildings is included). Additional signage design is not included in this scope.
- No existing known drainage issues at the Town Complex.

**DELIVERABLES:**

Deliverables for the previously described scope, unless otherwise noted, include PDF format with the exception of one full size set, one half-sized set and one copy of specifications for TPV at each Review. Meeting minutes to be provided for each design meeting scheduled by the Design Team. Construction phase meeting minutes are not included in this proposal.

- **Schematic Design (30%):** Includes color architectural site plans and floor plans, non-photorealistic renderings and narratives. Narratives and plans for civil, structural, mechanical, plumbing, electrical and special systems. A specification is not included. One (1) full color 11x17 printed and bound PDF to be provided for review.
- **Design Development (60%):** Includes architectural, civil, landscape, structural, mechanical, plumbing, electrical, and special systems. A design development specification shall be included.
- **Construction Documents (90%):** Includes all necessary disciplines and a Project Specification Manual.
- **Final Construction Documents (100%):** (Building Safety Submittal/GMP Set) – 100% Construction Documents. Includes all necessary disciplines that require permit and a Project Manual.

**COMPENSATION:**

We propose to provide the previously mentioned design services for a lump sum fee. I have attached a summary spreadsheet and estimated hourly breakdown for your review and approval.

Design Services;	
Architectural	\$47,833
Civil	\$11,370
Structural	\$9,000
Mechanical, Plumbing, Electrical	\$10,365
Landscape	\$5,815
Cost Estimating	\$4,000
<u>Estimated Reimbursables</u>	<u>\$500</u>
<b>Total Design Services</b>	<b>\$88,933</b>

**Conclusion:**

We are grateful for this opportunity and look forward to working with you and the Town of Paradise Valley Team. If you have any questions or require further explanation of any item in this proposal, please do not hesitate to contact me or Steve Rao.

Sincerely,

**DWL ARCHITECTS + PLANNERS, INC.**



Michael Braun, AIA  
Executive Vice President

MCB.vr

**Attachments:**

- Exhibit A.3
- Consultant Proposals
- Architectural Compensation Estimate dated 5/29/2019

cc: Steve Rao  
Anna Alexander

**DWL ARCHITECTS + PLANNERS, INC.**

Town of Paradise Valley

**Town Complex Remodel - Engineering / Public Works**

COMPENSATION ESTIMATE - DRAFT

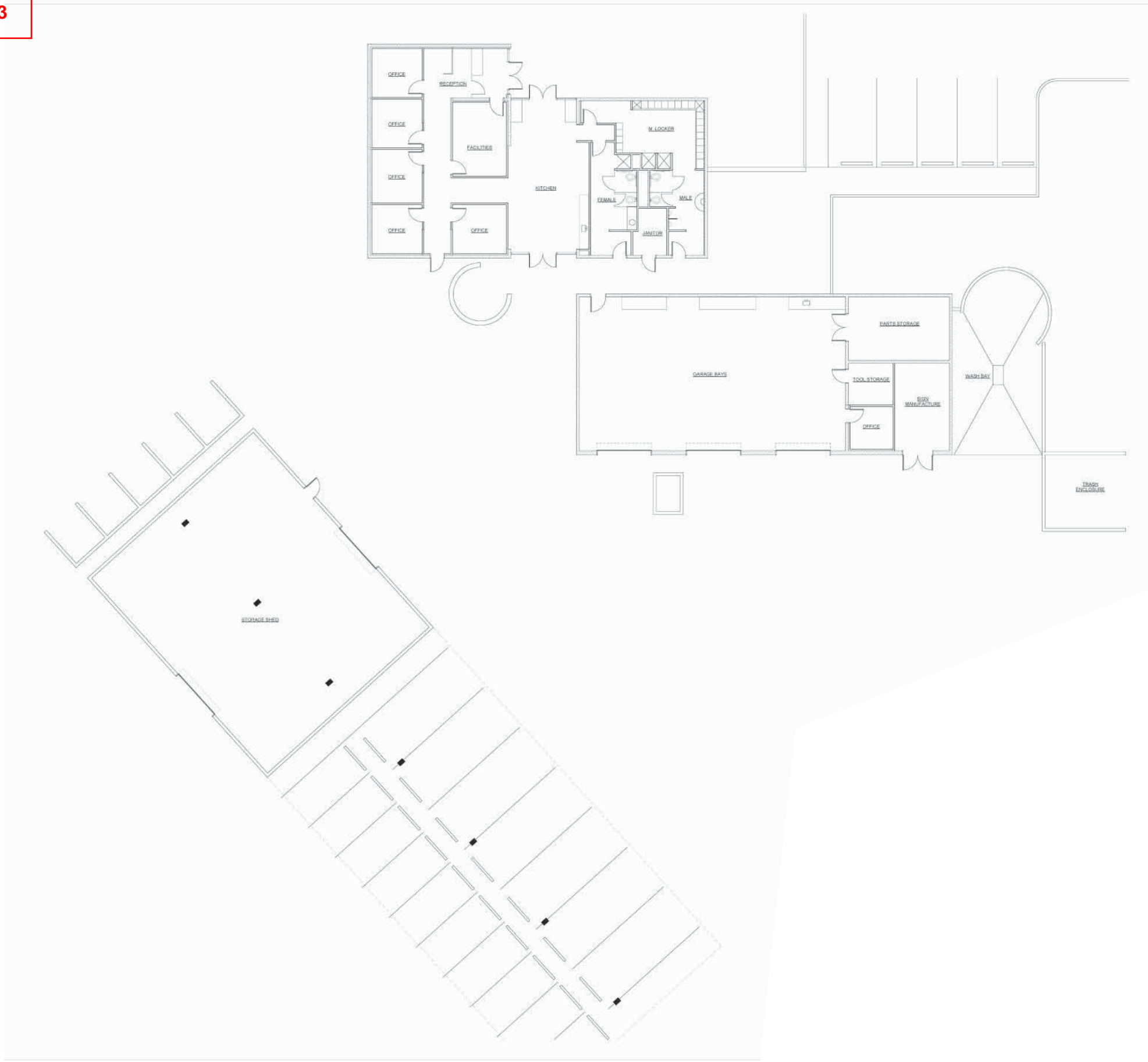
5/29/2019

**DWL ARCHITECTS**

Task Description		Hourly Billing Rate														Task Total			
		Principal 185.00 per hr.		SR. Project Manager 128.00 per hr.		QA/QC Architect 100.00 per hr.		Proj. Archt./Mngr 108.00 per hr.		Code 100.00 per hr.		Apprentice Arch 72.00 per hr.		Specifier 103.00 per hr.			Clerical / Graphic Designer 68.00 per hr.		
		Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost	Hours	Direct Cost		
<b>Architectural and Engineering Services</b>																			
1.0	Project Kickoff / Initial Investigation	1	185	6	768	0	0	30	3240	0	0	30	2160	0	0	2	136	6,489.00	
2.0	30% Schematic Design	1	185	20	2560	0	0	50	5400	2	200	70	5040	0	0	4	272	13,657.00	
3.0	60% Design Development	1	185	14	1792	2	200	40	4320	2	200	40	2880	8	824	1	68	10,469.00	
4.0	90% Construction Documents	1	185	12	1536	4	400	40	4320	2	200	40	2880	8	824	1	68	10,413.00	
5.0	100% Construction Documents	1	185	8	1024	2	200	20	2160	2	200	40	2880	2	206	0	0	6,855.00	
6.0	Bidding/Negotiation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
7.0	Construction Administration <i>(Estimated at +/- 10Hrs a week (this includes all projects for a duration of 52 wks (3-1/3hr /wk / project)</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00	
<b>TOTAL</b>		5	925	60	7680	8	800	180	19440	8	800	220	15840	18	1854	0	8	544	<b>47,883.00</b>
Personnel subtotals		925.00		7,680.00		800.00		19,440.00		800.00		15,840.00		1,854.00		544.00		47,883.00	



Exhibit A.3



# PUBLIC WORKS PROPOSED PLAN

The following diagram illustrates the existing conditions and challenges the Public Works and Engineering department currently faces.

2019 5/16 TPV  
Public Works Scope  
**EXISTING**

**Exhibit A.3**

# PUBLIC WORKS PROPOSED PLAN

The following plan illustrates a conceptual plan that department leaders have agreed addresses the goals identified for this study.

### MAJOR CHANGES

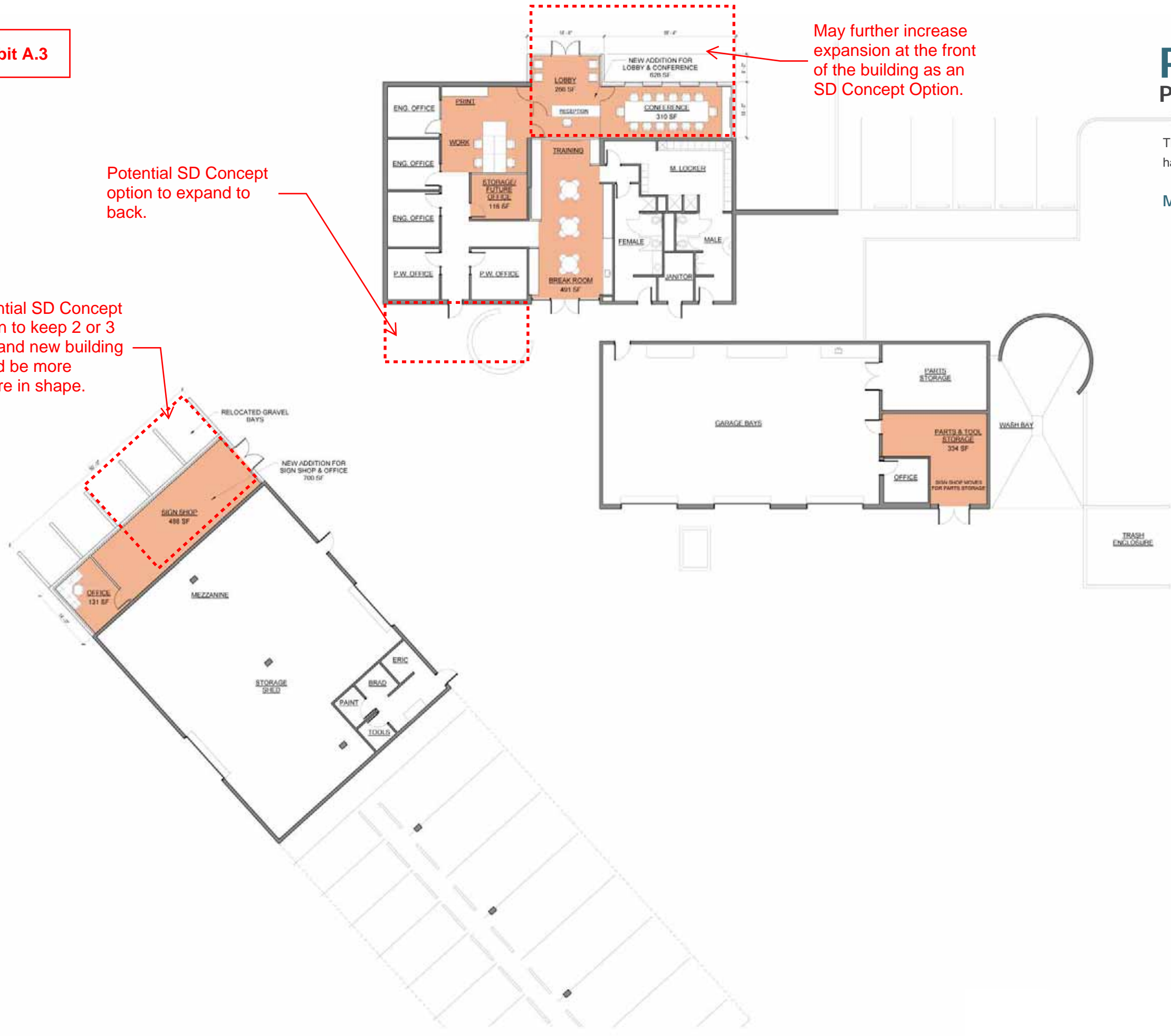
- Main entry addition
- Conference room addition
- Consolidation of open work area
- Expand parts storage
- Expand sign shop

2019 5/16 TPV  
Public Works Scope  
**PROPOSED OPTIONS**

May further increase expansion at the front of the building as an SD Concept Option.

Potential SD Concept option to expand to back.

Potential SD Concept option to keep 2 or 3 bins and new building would be more square in shape.





May 22, 2019

DWL Architects + Planners  
2333 N. Central Ave.  
Phoenix, Arizona 85004

Attn: Michael Braun, AIA, LEED AP

Re: Town of Paradise Valley – Town Complex Remodel  
Public Works Additional Scope of Work  
LSW Project No. 2018-011.000

**Authorization for Additional Services No. 1**

We have been asked to perform the following additional services:

MPE design scope of work has been added at the Public Works Department Facility within the Town Complex.

Building 'A' Public Works Offices;  
1,680 SF combination expansion and remodel to the front of the building. A 410 SF expansion to the back of the building will be included only if the front portion is not accepted.

Building 'B' Garage Bays;  
330 SF remodel to the parts & tool Storage.

Building 'C' Storage;  
700 SF combination expansion and remodel of the sign shop.

Project deliverables are anticipated to remain similar to the City Hall remodel project.

Our fee for the above referenced work shall be:

Construction Documents	\$10,365.
<del>Construction Phase</del>	<del>3,455.</del>
	-----
<b>Total</b>	<del><b>\$13,820.</b></del> <b>\$10,365</b>

All other terms and conditions of our original agreement shall apply. Please sign and return the original of this authorization to our office promptly so we may begin the work as requested.



DWL Architects + Planners  
LSW Project No. 2018-011.000  
May 22, 2019  
Page 2

Regards,

LSW ENGINEERS ARIZONA, INC.

A handwritten signature in black ink, appearing to read "Mark D. Ralston".

Mark D. Ralston, P.E.  
Vice President

MDR:mdr

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

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December 18, 2017  
Revised: January 4, 2018  
Revised: May 29, 2019



**DWL Architects + Planners, Inc.**

Attn.: Michael C. Braun, AIA  
2333 N. Central Avenue  
Phoenix, Arizona 85004

**Re: Paradise Valley Town Complex Remodel  
Proposal for Professional Design Services**

Mr. Braun,

EPS Group, Inc. (EPS Group) appreciates the opportunity to present this proposal to provide civil engineering and survey services for the Paradise Valley Town Complex Remodel (the Project) located at the 6401 E. Lincoln Drive in the Town of Paradise Valley, Arizona.

**PROJECT UNDERSTANDINGS**

We recognize that DWL Architects + Planners, Inc. (the Client) will lead the consultant team within the planning, design and construction phases and will have direct contact with the Town of Paradise Valley (the Owner).

**ASSUMPTIONS**

In the preparation of this proposal, the following assumptions were made:

- All files (AutoCAD, PDF, or hardcopy plan sheets) prepared by others will be made available to EPS Group and that EPS Group may rely on the accuracy of those files. Specific files include ALTA/ACSM Land Title Survey, Quarter Section Maps and As-built Plans, Master Drainage Reports / Studies, Title Reports, Phase 1 Environmental Site Assessments, Archeological Studies, Biological Studies, Sound Studies, or other resource files that may be warranted for completion of work.
- Design and construction site improvement will consist of a single phase and are limited to site improvements in the immediate vicinity of the building expansion.
- Dry utility coordination, including SRP, Cox Communications / CenturyLink and Southwest Gas will be provided by the Architect and/or Contractor, however; the scope and fees to provide these services has been included as an additional service.
- The Client will make all required submittals to the Agency Having Jurisdiction (AHJ), unless specifically identified below.

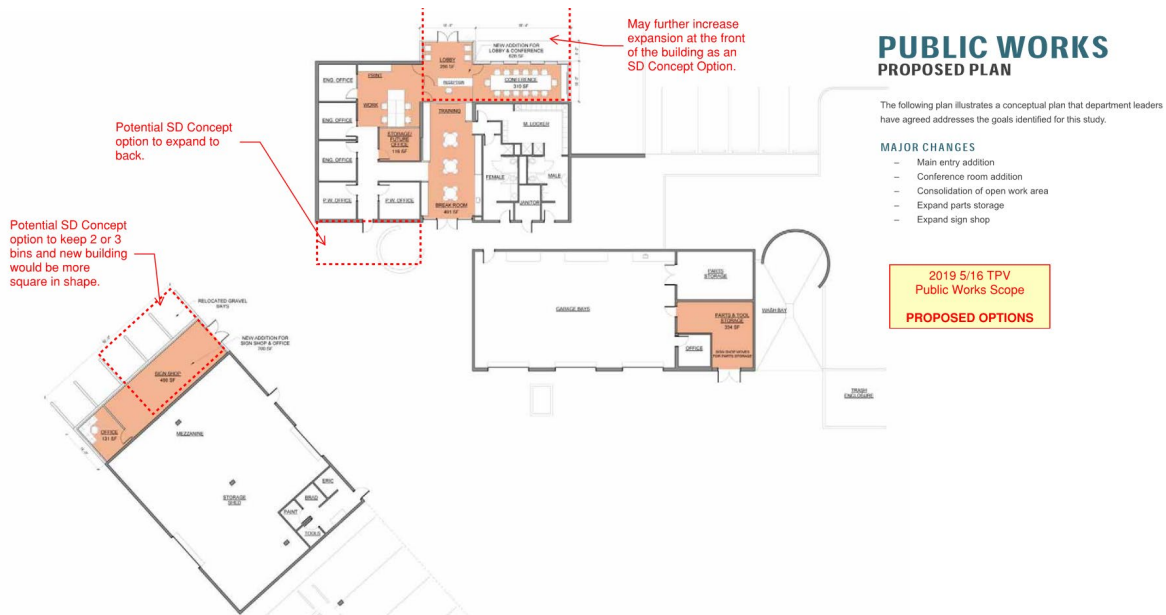
**SCHEMATIC DESIGN (SD) PHASE**

**1. Topographic Survey Fixed Fee: \$2,370**

EPS Group will prepare topographic basemapping from cross sections taken at 25'-50' intervals including grade breaks, across those 3 areas depicted on the 2019 5/16 TBV Public Works Proposed Plan . The location of substantial features observed in the process of conducting the fieldwork, such as curbing, concrete pads, parking lots, signs, landscaped areas, will be located and shown on the survey. Building lines within these areas will be located and measured, including any jogs and building overhangs. Access points to the buildings will be located and finished floor elevation provided at each access point. Trees over 6" in diameter will be located, their trunk diameter and canopy size indicated. Fences and walls will be located, their material, wall height and thickness shown. Existing utilities will be located in the field and added to the topographic data base. Sewer manhole inverts, drainage facility



inverts, and other accessible inverts within the areas will be collected. EPS Group will order record drawings for existing utilities in the vicinity from the appropriate agencies. This information will be added to the topographic basemapping to supplement the data collected during the topographic survey task. Elevations will be per Town of Paradise Valley Datum. The topography will be utilized for the development of improvement plans. No formal topographic survey drawing will be prepared. Two centerline monuments for Lincoln Drive will be searched for and located to mathematically tie the topographic survey to points on the ground. EPS group will depict the approximate perimeter boundary lines of the site on the basemap if sufficient record information is provided by the client. A note will be added to the basemap that these lines are being shown as a reference only and that no boundary work was performed. Client to provide site contact and access through all gated areas.



**2. Preliminary Grading & Drainage Plan** **Fixed Fee: \$2,000**

EPS Group will prepare a Preliminary Grading & Drainage Plan in support of the preliminary site plan. The plan will include general drainage patterns, preliminary retention calculations and will identify the proposed locations of underground retention. The plan will be prepared to meet the requirements of the Town of Paradise Valley. Offsite drainage is not anticipated to impact this project and analysis of offsite flows is not included. Submittals to applicable utility companies is not included in this task. It is understood the new utilities will not be required and are not included.

**3. Preliminary Meetings Attendance** **Fixed Fee: \$500**

EPS Group will attend meetings with the Client, the consultant team and/or the Town of Paradise Valley during the SD phase of the Project as outlined below:

- Owner/Client meetings: Limited to one meeting at the Client’s office.

Additional meetings attendance, outside of those outlined above, or the preparation of any additional exhibits may require an additional work order amendment to increase the amount identified above.



## DESIGN DEVELOPMENT (DD) / CONSTRUCTION DOCUMENT (CD) PHASE

It is anticipated that 40% of the fixed fee amounts outlined below will be billed during the DD phase and the remaining 60% will be billed during the CD phase.

### **4. Onsite Improvement Plans** **Fixed Fee: \$5,500**

EPS Group will prepare onsite improvement plans in accordance with the criteria of the Town of Paradise Valley and the Client for the purpose of permitting, bidding and constructing site improvements. The following plan sets will be prepared and submitted to the Architect for inclusion in the project construction documents and for submittal to the Town of Paradise Valley:

- Demolition Plan: EPS Group will identify civil related and hardscape elements to be demolished as required for the proposed improvements.
- Grading & Drainage Plan: EPS Group will provide grades for all new concrete and paved surfaces and will establish the finished floor elevation for the proposed building. The plans will be created for a single phase of construction. EPS Group will base its design and plans on the site layout provided by the Architect. EPS Group will design required drainage structures and/or a drainage systems as required. The design will comply with current requirements of the American Disabilities Act (ADA).
- Paving Plan: EPS Group will provide the design for on-site hardscape elements. EPS Group will coordinate with the geotechnical consultant and the Architect on pavement design guidelines in order to establish appropriate pavement sections.
- Water & Sewer Plan: It is understood that new water, fire and sewer services will not be required with this scope of work.
- Storm Water Pollution Prevention Plan (SWPPP): It is understood that a SWPPP will not be required with this scope of work.

Signing and striping plans are not anticipated to be required and are not included in this proposal. EPS Group will submit one electronic set of all plans to the Client for submittal to the Town of Paradise Valley. It is anticipated that no more than one site plan iteration will be considered for the DD phase. Any additional iterations will be billed on a time and material basis at EPS Groups current billing rates. Any site plan changes after CD's have been initiated will be billed on a time and material basis at EPS Groups current billing rates. It is further understood that due to the limited site improvements that are proposed that a drainage report will not be warranted.

### **5. Final Meeting Attendance** **Fixed Fee: \$1,000**

EPS Group will attend meetings with the Client, the consultant team and/or the Town of Paradise Valley during the DD/CD phase of the Project as outlined below:

- Owner/Client meetings: Limited to two meetings at the Client's office.

Additional meetings attendance, outside of those outlined above, or the preparation of any additional exhibits may require an additional work order amendment to increase the amount identified above.

## ~~CONSTRUCTION ADMINISTRATION (CA) PHASE~~

### ~~**6. Civil Construction Administration** **Fixed Fee: \$700**~~

~~EPS Group will review and respond to up to two RFI's only (shop drawings not included). In the event that the Client and/or Contractor requests additional reviews and responses of shop drawings and RFI's, EPS Group will provide this service at a rate of \$300/response. EPS Group will attend up to one site visit during construction at the request of the Client and/or~~



Contractor. In the event that the Client and/or Contractor requests additional site visits during construction, EPS Group will provide this service at a rate of \$400/visit.

**Total Fee** **Fixed Fee: \$12,070**

**FEE MATRIX**

	Description	Fee	Type
1	Topographic Survey	\$ 2,370	FF
2	Preliminary Grading & Drainage Plan	\$ 2,000	FF
3	Preliminary Meetings Attendance	\$ 500	FF
4	Onsite Improvement Plans	\$ 5,500	FF
5	Final Meeting Attendance	\$ 1,000	FF
<del>6</del>	<del>Civil Construction Administration</del>	<del>\$ 700</del>	<del>FF</del>
		<b>Total: \$ <del>12,070</del> \$11,370</b>	

**ADDITIONAL SERVICES**

**Legal Descriptions** **Fixed Fee: \$750**

EPS Group will provide a maximum of one legal description and exhibit for various purposes throughout the development of the project. Each legal descriptions and exhibits will be billed at a fixed fee rate of \$750 per legal description after receiving authorization from the Client to proceed.

**SCOPE OF SERVICE EXCLUSIONS AND CLARIFICATIONS:**

The following exclusions and clarifications shall apply unless explicitly provided for in the above scope of services:

- The Client shall pay all review fees, processing fees, development fees, impact fees, recordation fees and other fees that may be required by the municipalities and other agencies for the completion of this work. Fire hydrant flow tests, copying, reproductions, deliveries, travel, photography, printing and overnight mailing costs will be billed as reimbursable expenses at cost plus 15%.
- Geotechnical reports, percolation tests, laboratory testing, Phase I and II Evaluations, Environmental Assessments, archeological and biological investigations and reports will not be provided. At the Architects and/or Clients request, EPS Group will solicit proposals from qualified firms and their behalf.
- Traffic impact analysis, traffic impact statements, trip generations statements and/or parking analysis is not included.
- Analysis of offsite drainage is not included.
- Topographic surveys, boundary surveys, ALTA/ACSM Land Title Survey, lot combinations, final plats, legal descriptions or any other survey are not included.
- Hardscape, landscaping, planting, sprinkler or flood irrigation plans are not included.
- Dry utility coordination (including gas, electrical, telecommunications, fiber optics, etc.) is not included.
- Traffic signal, street lighting or open space electrical plans are not included.
- Construction staking, construction management, inspection and/or certifications are not included.

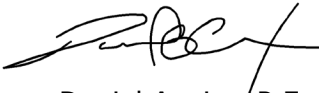




- Revisions to the improvement plans during the construction phase, to correct errors or oversights made by EPS Group are included. Revisions to the improvement plans for any other reasons are not included and will be billed on a time and materials basis. Additionally, redesign of previously approved work, major revisions to the site and/or expansion of scope of work are not included.
- Preliminary Jurisdiction Delineations, Construction Notifications or 404 permitting with the Corps of Engineers are not included.
- Obtaining a Notice of Intent (NOI) from the Arizona Department of Environmental Quality (ADEQ) is not included.
- Engineer of record services, including obtaining an Approval of Construction from MCESD, City of Phoenix or ADEQ is not included.

EPS Group is dedicated to providing quality service and communication. If you should have any questions concerning this proposal, please do not hesitate to call me.

Respectfully,



Daniel Auxier, P.E.  
Principal

**APPROVED BY:**

By \_\_\_\_\_  
\_\_\_\_\_

Title \_\_\_\_\_  
Date \_\_\_\_\_

Enclosures:      EPS Group Standard Terms & Conditions  
                         Standard Billing Rate and Fee Schedule





## TERMS AND CONDITIONS OF AGREEMENT

1. **TERMS OF AGREEMENT:** Completion of all work indicated in contract amounts mentioned in this agreement are valid for one year from the date of execution of this Agreement. Because of inflation and resultant cost increases, EPS Group Inc., Engineers, Planners & Surveyors (EPS Group) reserves the right to review the remaining contract amounts at the end of the one year period and negotiate possible cost adjustments to this Agreement. Fee proposals are valid for 30 days from date of submittal and are also subject to adjustments should the proposal not be accepted within the 30 days.
2. **OWNERSHIP OF DOCUMENTS:** All drawings, exhibits, reports and other original documents, including electronic files of such documents, as instruments of service are and shall remain the property of EPS Group except where by law or precedent these documents become public property; Client shall not use such items on other projects without EPS Group's prior written consent. As long as the client is not in default on any of the terms of this agreement, EPS Group will provide copies and/or electronic files to the Client and/or his agents (with Client's approval). Client shall be responsible for any materials cost and/or additional labor costs associated with providing these copies or files. Client also acknowledges that electronic files are subject to the following disclaimer:

"Notice to Recipients of Electronic Files from EPS Group, Inc.: All electronic files are for recipient's use only and all files are subject to revisions. EPS Group makes no guarantees nor warrants the accuracy or completeness of any of the information contained in these files, as recipients should verify all information with actual sealed and signed documents. It shall also be the responsibility of recipients to obtain any future updates from EPS Group, Inc."
3. **DELAYS:** Any delay or default in the performance of any obligation of EPS Group under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, materials shortages, power or transportation problems, failure of Client or Client's agents to furnish information or to approve or disapprove EPS Group's work or any other cause beyond EPS Group's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such events shall suspend the obligations of EPS Group as long as performance is delayed or prevented thereby.
4. **LIABILITY:** EPS Group makes no representation of warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice provided hereunder, except that the same will be promulgated and prepared in accordance with the local standards of the profession. EPS Group agrees to be responsible for its own or its employees' negligent acts, errors or omissions, which shall be limited to EPS Group's fee for the work and is regarded as fair and negotiated.



5. **INDEMNIFICATIONS:** Client shall indemnify, defend and hold EPS Group harmless from any and all cost, expense claim, damage or liability of any nature arising from: (a) soils conditions; (b) changes to or deviations from plans or specifications made by Client or others; (c) use by Client or others of plans, surveys or drawings unsigned by EPS Group registrants or for using signed plans for any purpose other than the specific purpose for which they were intended; (d) job site conditions and performance of work on the project; (e) inaccuracy of data or information supplied by the Client and/or the Client's Consultants; (f) cost figures or quantities used in connection with maps, plans, specifications or drawings (See Item #9); (g) onsite construction review, construction certifications and/or completion of quality of performance of contracts by the construction contractor or other third parties, unless otherwise specifically indicated in the scope of services; and (h) accuracy of estimated areas, unless such areas are provided on sealed final plats and/or other legal documents.
6. **CLIENT'S CONSULTANTS:** It is understood and agreed that the Client/Owner shall contract directly with other design professionals for other services, unless it is clear in the scope of services that those services are to be provided by EPS Group. The client agrees that EPS Group shall have no responsibility or liability for any portion of the project designed by the Client's other consultants. EPS Group shall not be required to check or verify other consultants' documents and shall be entitled to rely on the accuracy and completeness thereof, as well as the compliance of such documents with applicable laws, codes, statutes, ordinances and regulations.
7. **MEDIATION/ARBITRATION/LEGAL COSTS:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise. In the event mediation fails to resolve the conflict or dispute, both parties may agree to submit the conflict or dispute to arbitration in accordance with the rules of the American Arbitration Association then in effect; Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amounts payable hereunder, then all costs and expenses of litigation and collections, including and without limitation: witness fees, court costs and attorney's fees (including such costs and fees on appeal), shall be paid to the prevailing party up to a maximum of \$20,000.
8. **ASSIGNMENTS/WAIVERS:** Neither Client nor EPS Group shall assign any interest in this Agreement without the prior written consent of the other, but EPS Group may subcontract outside labor assistance for any portion of the work to be performed hereunder without such consent. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto. This Agreement constitutes the entire agreement between the parties hereto on the subject hereof, unless amended by a separate signed agreement between both parties hereafter. 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. It is the intention of the parties that the laws of the State of Arizona shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereunder.
9. **ESTIMATION OF QUANTITIES AND COSTS:** All estimates of quantities and costs



provided by EPS Group are only a best judgment of those quantities and costs. EPS Group does not warrant or guarantee any quantity or cost estimations, as such items are subject to variations caused by construction methods, variances in materials and equipment, inflation, competitive bidding methods and market conditions. Earthwork quantities in particular are subject to variables that are beyond the engineer's control, including: topographic survey methods and accuracy, shrink/swell percentages, clearing/grubbing methods, actual degrees of compaction, accuracy of actual grades, accuracy of staking and methods of earthwork moving.

10. **CHANGES, REVISIONS, EXTRA WORK:** Any services agreed to be performed by EPS Group at the request of client in addition to those set forth herein shall be paid for by Client as extra work. Such extra work shall include, but not be limited to additional office or survey field work caused by policy or procedural changes of governmental agencies, additions to the scope of work and/or revisions to layouts requested by the client and/or his consultants after work has commenced and/or to modify documents to lower clients cost due to client budget constraints. All extra services are to be billed as indicated in written addendums or change orders as fixed fees or on an hourly basis in accordance with EPS Group's prevailing time and material rates. Verbal authorizations from the client for extra services or work effort are only acceptable when the value is minimal and is acceptable to the EPS Group Project Manager and/or Principal in charge. Client shall indicate in writing to EPS Group that any extra work efforts are to be agreed in writing prior to commencing with such work if so desired.

11. **PAYMENT FOR SERVICES:**

a. Statements will be issued at the end of each month, are due and payable upon receipt and are delinquent thirty (30) days after date on initial statement. EPS Group reserves the right to terminate this Agreement or suspend all work for said Client until the default is cured.

b. Client shall pay the cost for all reimbursable items such as governmental fees, permits, title company charges, delivery charges, toll telephone calls, plots, transferring of electronic data, reproductions and any other incidental charges and expenses not specifically covered by the terms of this Agreement at EPS Group's cost plus 15%.

c. Client shall promptly review invoices and notify the EPS Group Project Manager of any objections thereto. Absent such objection in writing within ten (10) working days of the date of the invoice, the invoice shall be deemed proper and acceptable. Use of back charges by the client against EPS Group's invoicing shall not occur without prior written approval of an EPS Group principal. In the event Client disputes any portion of an invoice, Client shall pay all undisputed portions of the invoice.

d. If statements are not paid in full prior to delinquency, Client may be charged a late charge on the unpaid amount at the rate of two percent (2%) per month from the delinquency date. All payment received shall first be credited to payment of late charges and then to the principal balance. EPS reserves the right to suspend services for non-payment and shall have no liability to Client because of such service suspension.



e. EPS Group may subscribe to a collection agency and any and all accounts unpaid beyond ninety (90) days due may be referred for collection unless specific agreements are made otherwise. All fees, expenses and other costs of collection will be added to the amount due at the end of ninety (90) days that are at the prevailing rates of the agency at the time of referral, including accumulated interest as stated in the Paragraph above.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Rev: 09-27-16





**2019 Standard Billing Rate and Fee Schedule**

<b>Position</b>	<b>Hourly Rate</b>	<b>Position</b>	<b>Hourly Rate</b>
3-D Scanning Tech	\$ 125.00	Legal Survey Manager - TS	\$ 140.00
1-Man Survey Crew TS	\$ 95.00	Legal Survey Manager	\$ 150.00
1-Man Survey Crew	\$ 105.00	Planner/Landscape Designer	\$ 70.00
1- Man Survey Crew CA	\$ 120.00	Planner/Landscape Designer II	\$ 100.00
2-Man Survey Crew	\$ 140.00	Project Coordinator	\$ 55.00
3-Man Survey Crew	\$ 170.00	Project Coordinator I	\$ 65.00
Administrative Assistant	\$ 60.00	Project Coordinator II	\$ 70.00
Administrative Assistant II	\$ 75.00	Project Coordinator III	\$ 80.00
Administrative Assistant II	\$ 95.00	Project Engineer I	\$ 110.00
Associate Engineer	\$ 85.00	Project Engineer II	\$ 120.00
Associate Engineer II	\$ 100.00	Project Engineer III	\$ 125.00
CAD Operator I	\$ 65.00	Project Engineer IV	\$ 130.00
CAD Operator II	\$ 75.00	Project Engineer V	\$ 135.00
CAD Tech II	\$ 85.00	Project Manager - TS	\$ 135.00
CAD Tech III	\$ 75.00	Project Manager II - Engineering	\$ 145.00
CAD Tech III	\$ 105.00	Project Manager III - Engineering	\$ 155.00
CM- Project Manager	\$ 100.00	Project Planner/Landscape Architect	\$ 120.00
Construction Inspector	\$ 95.00	Project Planner/Landscape Architect II	\$ 140.00
Construction Inspector II	\$ 80.00	Project Surveyor	\$ 110.00
Construction Survey Manager	\$ 135.00	Project Surveyor CA	\$ 120.00
Construction Project Manager - CM	\$ 165.00	Project Surveyor II	\$ 125.00
Construction Manager - Construction Management	\$ 185.00	Senior Planner/Senior Landscape Architect	\$ 160.00
Department Manager I	\$ 165.00	Senior Project Manager	\$ 155.00
Department Manager II	\$ 190.00	Senior Project Manager II	\$ 165.00
Design Engineer	\$ 115.00	Senior Traffic Engineer	\$ 145.00
Design Engineer II	\$ 135.00	Senior Traffic Engineer II	\$ 165.00
Design Engineer III	\$ 140.00	Sr. Plans Examiner	\$ 125.00
Design Tech	\$ 80.00	Sr. Project Manager	\$ 190.00
Design Tech I	\$ 85.00	Sr. Project Manager - Engineering	\$ 160.00
Design Tech II	\$ 90.00	Survey Manager - CA	\$ 150.00
Design Tech III	\$ 95.00	Survey Party - TS	\$ 45.00
Design Tech IV	\$ 100.00	Survey Tech II	\$ 90.00
Design Tech V	\$ 105.00	Survey Tech III	\$ 110.00
Design Tech VI	\$ 110.00	Traffic Analyst	\$ 95.00
Director of Landscape Architecture	\$ 150.00	Traffic Engineer	\$ 130.00
Director of Planning/Landscape Architecture	\$ 160.00		
		<b>Specialized Position</b>	
Deliveries/ Messenger	\$ 25.00 /hour	Dry Utility Coordinator	\$ 75.00
8" x 11" or 11" x 17" Copies	\$ 0.15 /sheet	Expert Witness	\$ 200.00
11" x 17" Color Plots	\$ 4.75 Sq ft. or 6, 20 ech.	FAA Certified Drone Pilot	\$ 150.00
24" x 36" Mylar/Color Plots	\$ 15.00 /sheet	Geospatial Technician	\$ 75.00
24" x 36" Black/White Bond Plots	\$ 1.00 /sheet	Intern	\$ 65.00
36" x 84" Color Plots	\$ 4.75 Sq ft./sheet	Laser Scanner Operator	\$ 150.00
36" x 192" Color Plots	\$ 4.75 Sq ft.	Photogrammetrist	\$ 125.00



24<sup>th</sup> May, 2019  
DWL Architects + Planners, Inc  
2333 N. Central Avenue,  
Phoenix, AZ 85004-1352  
Attention: Michael Braun

Re: TVP Public Works Remodel  
Fee Proposal for Cost Estimating

Dear Michael,

The project is comprised of:

- Proposed Plan dated 2019/5/16:
  - Main Entry Addition
  - Conference Room Addition
  - Consolidation of Open Work Area
  - Expansion of Storage Area
  - Expansion of Sign Shop
- ~~CMAR project delivery method~~
- ~~CMAR will join the design team after completion of 30% Concept Design~~

We propose to provide cost estimating services on the above project as summarized below:

- **30% Concept Design:**  
Prepare a 30% estimate of probable construction cost in either Elemental or CSI format (the format to align with owner / architect preference)  
Lump sum fee \$ 4,000.00
- **60% Design Development: Optional Additional Service**  
Prepare a detailed 60% estimate of probable construction cost in either Elemental or CSI format ~~(the format to align with CMAR estimate format)~~  
Reconciliation of cost estimates is an add-on service  
Lump sum fee \$ 4,800.00

~~Add-on service - reconcile the 60% estimate with CMAR estimate, this service will be charged on a time basis at the hourly rates listed below~~



# CCMC Construction Cost Management Consultancy

3402 East Camelback Road  
Phoenix, AZ 85018  
Phone (602) 633-2105  
Fax (602) 237-5748

~~Option at 60% Design Development:~~

Review cost estimate prepared by CMAR in lieu of preparing a detailed 60% cost estimate. This service cannot be provided for a fixed fee as the presentation and the level of detail of the estimate been presented by the CMAR is an unknown  
This review option will be charged on a time basis at the hourly rates listed below, the total fee for this option is not to exceed the fee listed above for the preparation of a 60% detailed cost estimate of \$ 4,800.00

• ~~90% Construction Documents:~~

Review GMP prepared by CMAR.  
This review is contingent on good cost estimating provided at 60% design to use as the basis for this review.  
This review will be charged on a time basis at the hourly rates listed below, the total fee not to exceed \$ 3,200.00

- **Reimbursable** - direct expenses for printing, copying, etc. will be billed at cost with no mark-up allowance \$ 100.00

<b>Hourly rates:</b>	Certified cost professional	\$ 142.00 / hour
	Senior cost estimator	\$ 120.00 / hour
	Clerical	\$ 49.00 / hour

- Notes:** (i) All cost estimates will be broken down into sections as may be required  
(ii) Elemental format – work is quantified and priced in line items under building elements which is user friendly and simplifies cost control in the early design phase  
(iii) CSI format – work is quantified and priced in line items under CSI divisions to facilitate comparison with bids from contractors  
(iv) The level of detail in each of the estimates of probable construction cost will be compatible with the degree of project definition in the design package and will include any supplemental information provided by the project consultants  
(v) Time for meetings with consultants at all design phases is included in the fee breakdown





CCMC Construction Cost Management Consultancy

3402 East Camelback Road  
Phoenix, AZ 85018

Phone (602) 633-2105

Fax (602) 237-5748

**Exclusions:**

- (i) Reconciliation at 30% Concept Design as CMAR will not be on board
- (ii) Cost estimating major changes or increase in project scope
- (iii) Cost estimating for abatement of asbestos or other hazardous materials
- (iv) Cost estimating for F.F.E.
- (v) Exclusions identified by DWL in their scope proposal

We thank you for giving CCMC the opportunity to participate on this project. We trust our proposal will meet with your approval and look forward to working with you and the team. If you have any questions regarding this proposal, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Adriana V. Crnjac', with a long horizontal line extending to the right.

Adriana V. Crnjac  
Certified Cost Professional



L O G A N S I M P S O N

May 22, 2019

Michael C. Braun, AIA, LEED AP  
Vice President  
DWL Architects + Planners, Inc.  
2333 N. Central Avenue  
Phoenix, Arizona 85004

**Re: Town of Paradise Valley - Town Complex Remodel – Public Works Building**  
Scope and Fee Proposal - Landscape Architectural Design and Post Design Services

Dear Michael,

Logan Simpson is pleased to submit a scope and fee proposal for landscape architectural services for the Town of Paradise Valley – Public Works Building Remodel. My general understanding of the scope is that Logan Simpson will provide landscape architectural services (landscape and irrigation) from the schematic design through final 100% Town of Paradise Valley permit/bid document submittal. ~~After the plans have been permitted, Logan Simpson will assist the project team with post design – limited construction observation services.~~

We have enclosed the following requested information:

1. Exhibit 'A' - Scope and Fee Proposal
2. Exhibit 'B' - Proposed Fee Breakdown by Personnel and Tasks

We propose to complete the design and post design tasks outlined in the scope for time and materials not-to-exceed basis which includes both labor and general expenses.

Please contact me if you wish to discuss this proposal or require any additional information.

Respectfully,

Jerry Moar, ASLA, LEED AP BD +C  
Director of Landscape Architecture  
[JMoar@logansimpson.com](mailto:JMoar@logansimpson.com)

**TOWN OF PARADISE VALLEY - TOWN COMPLEX REMODEL – PUBLIC WORKS BUILDING  
REQUEST FOR SCOPE AND FEE PROPOSAL - LANDSCAPE ARCHITECTURAL SERVICES****EXHIBIT 'A'****PROJECT DESCRIPTION**

As part of the Town Complex Remodel Project, the Town of Paradise Valley is renovating the Public Works Building located at 6401 E Lincoln Drive. Based on the scope document prepared by DWL (05/16/2019), the landscape scope of work will be minimal with only restoration improvements adjacent to the building. The landscape improvements will focus on the building's main entry. There are no additional site program improvements (i.e. seating/dining patio areas, educational/art work display area, demonstration gardens). Also, there are no off-site improvements associated with the project.

The design and construction budget of the project is unknown at the time of this proposal. ~~It is anticipated that the construction of the project will be completed through a Construction Management at Risk (CMAR) process.~~

The Owner of the project is the Town of Paradise Valley (TPV). Logan Simpson will be contracted with the prime design consultant, DWL Architects (DWL). DWL will be responsible for providing Logan Simpson with updates to base information and services on a regular basis; including architectural illustrations and plans, updated engineering plans showing proposed street and parking areas, vertical and horizontal controls for site elements, structures, on-site utilities, site lighting, and any other engineering data (i.e. topographic and Alta survey, flood plains, geotechnical report, fire flow testing, etc.). DWL and/or other design team members will be responsible for any permit fees and submittals to the TPV. All of Logan Simpson's drawings will be developed in AutoCAD 2019.

Logan Simpson will be responsible for the landscape architectural design services (landscape and irrigation) from the Schematic Design (SD) stage, Design Development (DD) stage, and construction documents (CDs – 90% Plans and final 100% Construction Document (CD) TPV Permit submittal).

**SCOPE OF SERVICES BY TASK AND PROJECT DOCUMENTATION**

***Project Due-Diligence and Site Visit (1)*** - Logan Simpson will review both the TPV's requirements and standards applicable to the project. During the schematic design phase, Logan Simpson will visit the site with the project stakeholders to review the goals and vision (i.e. site furnishings, wayfinding signage, landscape theme, maintenance, and water management) of the hardscape, landscape, and irrigation.

***Landscape Design and Construction Documents*** - During the SD and DD Phase, Logan Simpson will prepare a conceptual landscape design for the restoration areas of the project. The approach will be to develop a cohesive environment with plant material that is contextual to the surrounding environment, aesthetically pleasing, seasonally colorful, and sustainable in a low desert environment. The CD landscape plan will identify the final locations of inert groundcover and vegetation, including the location of contractor-supplied plant materials. The plan will also include a complete plant key, materials schedule, and quantities. Logan Simpson will provide installation details for all landscape components.

***Irrigation Design and Construction Documents*** - During the DD and CD phase, Logan Simpson will prepare an irrigation plan for landscape improvements. It is anticipated that the new irrigation drip system will be connected to the Public Work Building's existing irrigation system. The irrigation plans will identify all necessary piping and equipment required for a fully functioning irrigation system. In addition, the irrigation plans will identify all necessary electrical wiring details and diagrams for the system to operate. The irrigation system (water meter, backflow device, valves, etc.) will be sized and the irrigation piping will be broken down by schedule and size. Logan Simpson will provide installation details for all irrigation components.



**Preliminary Construction Estimate, Technical Specifications, and Quality Control Review** - Logan Simpson will prepare a preliminary estimate of probable cost of construction for the landscape and irrigation. The components will be itemized and quantified with unit prices. Logan Simpson will prepare specifications for all landscape and irrigation components shown on their plans. The specifications will be provided in MS Word, using the design team and/or TPC's standard format. Also at each submittal stage, Logan Simpson will complete the project's quality control review and document all internal comments from the Principal and Project Manager.

#### **SCOPE OF DESIGN SERVICES BY PHASES (LUMP SUM)**

At each stage of design, Logan Simpson will submit documents electronically (PDFs) to DWL for issuance to the design team, project stakeholder, and TPV permit reviews. Logan Simpson will incorporate and address all received review comments accordingly.

##### **Tasks 1.0 Schematic Design - DD (30% Submittal)**

- Project Due Diligence and Site Visit (1)
- Prepare SD Landscape Plan with Plant Palette Photos
- Prepare Preliminary Cost Estimate
- Provide Project Quality Control Review on Documents

##### **Tasks 2.0 Design Development - DD (60% Submittal)**

- Prepare DD Landscape Plan (Per Town/CMAR SD Review/Comments)
- Prepare DD Irrigation Plan
- Prepare Outline for Technical Specifications and update Preliminary Cost Estimate
- Provide Project Quality Control Review on Documents

##### **Tasks 3.0(A) Construction Document - CD (90% submittal - initial TPV Permit Submittal)**

- Prepare Plan, Details, and Technical Specifications (comply with TPV Permit Plan Approval)
- Provide Project Quality Control Review on Documents

##### **Tasks 3.0(B) Construction Document - CD (Sealed 100% GMP submittal and Final TPV Permit Submittal)**

- Finalize 100% Construction Documents (plans shall comply with TPV Permit)
- Provide Project Quality Control Review on Documents

#### **TASKS 4.0 POST DESIGN – LIMITED CONSTRUCTION OBSERVATION**

**In-office Services during Construction** - Logan Simpson will review and approve landscape and irrigation submittals from the contractor. Logan Simpson will also respond to RFI's regarding landscape and irrigation issues.

**Substantial Completion Walkthrough** - At the end of landscape construction, Logan Simpson will coordinate with the contractor to schedule a substantial completion walkthrough of the landscape and irrigation. During this walkthrough a punch list will be created, if needed, of items that need to be corrected.

#### **PROPOSED FEE:**

Logan Simpson proposes to complete the work described above for a total fee of **\$6,775.00**. Direct reimbursable expenses (printing and mileage) are part of the fee. For additional information regarding the proposed fee, please see the attached Exhibit 'B' for a breakdown of fee line items; showing personnel, rates, and hours associated with each task.

**ADDITIONAL SERVICES**

Logan Simpson will provide project-related services in addition to those identified above if requested in writing by DWL. Such services shall be considered additional services. Logan Simpson's fees for additional services shall be based on an amendment to this agreement and/or on the firm's standard hourly rates. Expenses incurred in conjunction with the provision of additional services shall be reimbursed at cost.

**ASSUMPTIONS:**

Specifically excluded from Logan Simpson's scope of services are any professional design services required by statute or regulation to be performed by other professionals such as architect, civil, electrical, structural or geotechnical engineer (e.g. buildings, earthwork, piped drainage systems, etc.). Also excluded is the generation of any special studies, reports, calculations, or documents, and other items as listed below:

- Project Coordination Meetings
- Hardscape Design (i.e. seating/patio areas, educational/art work display area, gardens)
- Landscape improvements beyond buildings foundation (i.e. Service and Parking Area)
- Revit landscape and irrigation integration with the Building Model
- Project LEED Accreditation
- Development of Shade Structures or Shade Sails
- Custom Wayfinding and Monument Sign
- Water Features
- Rain Capture Systems connected to Irrigation System
- Rooftop Gardens
- Landscape Accent Lighting
- CMAR Coordination Meetings
- Construction Phasing
- Illustrative Graphics
- Presentation Meetings
- Town Permit Review Meeting
- Value Engineering after 60% DD stage
- Post Design – Nursery Visits and Site Visits during Construction
- Post Construction Services (i.e. As-Built/Record Drawings and Operation/Maintenance Manuals)



## Logan Simpson Design Inc. Terms & Conditions

The services to be performed shall begin upon receipt by the Subconsultant (Logan Simpson Inc.) of a written "Notice to Proceed" from the Consultant (DWL Architects Incorporated)

Invoices for services provided will be submitted to the Consultant on a monthly basis. For satisfactory performance of services, the Consultant shall pay to the Subconsultant the invoiced amount within 30 days of the invoice date. In the event of a dispute over a portion of the invoice, the Consultant will pay the undisputed portion on time and may withhold payment equal to the disputed portion until the dispute is resolved.

This Agreement may not be assigned or subcontracted, in whole or part, without the prior written consent of the Consultant. Subconsultant may not change the project personnel designated in its proposal for this project without Consultant's prior approval. Approval by the Consultant of any personnel or subcontractor shall not relieve the Subconsultant of its liability or responsibility for the proper performance of the work under this Agreement.

All work performed by the Subconsultant shall be performed in a manner consistent with the standard of care of its profession and shall be subject to the quality inspection and approval by the Consultant, but such approval shall not relieve the Subconsultant of responsibility for the proper and timely performance of the work. The Subconsultant shall provide sufficient, safe and proper facilities for such inspection of the work and shall furnish all information concerning the work and grant the Consultant's duly authorized representatives free access at all reasonable times to the Subconsultant's facilities where the work under the Agreement is to be performed.

The Consultant shall have the right, at any time prior to completion of the work, to direct changes in this Agreement, including but not limited to changes in the Scope of Work. If the change causes an increase or decrease in the cost of, or the time required for the Subconsultant's performance under this Agreement, the Subconsultant shall submit to the Consultant a request for adjustment. If an adjustment to Subconsultant's time or cost is justified, the Consultant will issue an addendum to this Agreement. Method of Payment for Additional Services will be established by Addendum to this Agreement. No payment will be made for Additional Services not authorized by the Consultant.

The Consultant shall have the right at any time to terminate this Agreement, in whole or in part, by written notice to the Subconsultant. Upon receipt of this notice the Subconsultant shall immediately discontinue performance, will not place any further orders, and will promptly cancel all orders to subcontractors.

In the event of termination for convenience, the Consultant shall pay the Subconsultant for all work performed and accepted by the Consultant prior to termination plus reasonable termination costs and expenses. However, in no event shall the Consultant be obligated to pay more than the Agreement value less any previously paid funds.

In the event of termination for cause, wherein the Subconsultant has failed to perform any of its obligations or provide the Consultant assurance of adequate performance within ten (10) working days after written request by the Consultant for such assurances, the Consultant may, but is not thereby obligated to do so, undertake any one or more of the following actions:

- declare the Subconsultant to be in default;
- cancel this Agreement in whole or in part;
- withhold payment of any further funds which may be due the Subconsultant until the default is corrected;
- pursue any and all other remedies afforded by law.

To the fullest extent permitted by law, Subconsultant shall defend, indemnify and hold harmless the Consultant and its officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury, and liability including any and all costs and expenses, including attorney fees; incurred in connection therewith, resulting from or arising out of the negligent acts, errors or omissions of Subconsultant, its subcontractors, or anyone else for whom Subconsultant is legally responsible, in the performance of Subconsultant's services under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the Subconsultant and its officers, agents, and employees from and against all claims, demands, suits, loss, damage, injury, and liability including any and all costs and expenses, including attorney fees; incurred in connection therewith, resulting from or arising out of the negligent acts, errors or omissions of Consultant, its agents, or anyone else for whom Consultant is legally responsible, in the performance of Consultant's obligations under this Agreement. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Unless otherwise required in this Agreement, Subconsultant shall, prior to commencing any work under this Agreement and during the performance of the work, maintain unimpaired limits of insurance in the following types and amounts: automobile, \$1,000,000 per event; general and professional liability, \$1,000,000 per occurrence/\$2,000,000 aggregate; and worker's compensation at statutory limits required in the state of work.

In no event will Subconsultant and its officers, directors, employees, agents, or stockholders be liable to Consultant for any incidental, indirect, special, consequential or punitive damages or lost profits of the Consultant. The aggregate total liability of Subconsultant, its officers, directors, employees, agents, or stockholders to Consultant arising from or related to Consultant's engagement of Subconsultant, whether in contract, breach of warranty, tort or otherwise, shall not exceed the greater of the recoveries from insurance provided, or, if none, an amount equivalent to the fee paid by the Consultant to the Subconsultant in connection with the project giving rise to the dispute. Subconsultant's liability policies shall provide, or be endorsed to provide, standard ISO separation of insured protection.

Subconsultant's insurance required under this Agreement shall be primary and non-contributory to any insurance available to Consultant. Subconsultant's policies shall not be endorsed or modified to make them excess over other available insurance; alternatively, if Subconsultant's insurance states that it is



excess or pro rata, the policy shall be endorsed to be primary with respect to additional insureds. Subconsultant's insurance shall not be endorsed or modified to limit the scope of coverage for pollution or employment-related practices.

Prior to commencing performance of the work, the Subconsultant shall furnish the Consultant with Certificates of Insurance as evidence of the required insurance.

Subconsultant shall require its subcontractors to indemnify Consultant on the terms required by this Agreement and to name Consultant an additional insured on any insurance coverage for which Subconsultant is required under this Agreement to name Consultant an additional insured. Consultant shall be named as an additional insured on general and automobile liability coverages.

The Subconsultant is an independent contractor, is responsible for the means and methods used in performing the Subconsultant's services, and shall not be regarded as an employee, agent or partner of the Consultant.

No public releases (including news releases and advertising) relating to this Agreement or the work hereunder shall be issued by the Subconsultant without the prior written approval of the Consultant.

All drawings, specifications, reports, information, or data prepared by or furnished to the Subconsultant in connection with any or all work to be performed under this Agreement shall be the property of the Consultant. Subconsultant shall have no liability for any claim, liability, or cost arising out of any unauthorized reuse or modification of any Subconsultant prepared documents without the written authorization of Subconsultant.

Claims, disputes or other matters in question between the Consultant and Subconsultant arising out of or relating to this Agreement or breach thereof, in which the amount in dispute is equal to or less than Fifty thousand dollars (\$50,000), shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The prevailing party in any arbitration or legal action between the parties to this action shall be entitled to recover a reasonable sum in compensation of its attorneys' fees and all costs incurred in such action. The determination of the prevailing party and the amount of compensation to be awarded to that party shall be made by the judge or arbitrator who decides the claim, dispute or other matter. Interest shall also accrue and be payable on all liquidated, non-contingent sums at the highest rate permitted by law from the date such sums became due and payable.

This Agreement constitutes the whole Agreement between parties with respect to the subject matter it contains and there are no terms other than those, which it contains. No modification or amendment of the Agreement shall be valid unless in writing and signed by the Consultant and the Subconsultant named in this Agreement.

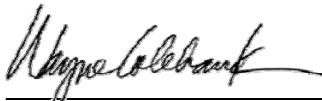
Except for payment of sums due, neither party shall be liable to the other not deemed in default under this Agreement if and to the extent that such party's performance of the Agreement is prevented by reason of force majeure, which includes acts of God, acts of a public enemy, war, riots, civil disorders, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated hereby.

This Agreement, and any claim or dispute between the parties to this Agreement, shall be governed by the laws of the State of Arizona.

**ACCEPTANCE**

Mr. Braun please acknowledge your acceptance of this proposal by signing the attached copy and returning it to my attention at the address on the above letterhead. We look forward to working with you on this project.

  
\_\_\_\_\_  
Wayne Colebank, Logan Simpson

05/22/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Braun, DWL Architects

\_\_\_\_\_  
Date



LOGAN SIMPSON

Town of Paradise Valley - Town Complex Remodel - Public Works Building

Request for Proposal - Landscape Architectural Services

Fee Breakdown

REVISED 05/22/19

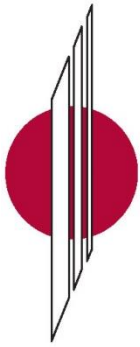
EXHIBIT 'B'

TASK	DESCRIPTION	Logan Simpson	Logan Simpson	Logan Simpson	Logan Simpson	TOTAL HOURS	TOTAL LABOR COST
		Project Principal/LA	Sr. Project Manager	Designer Designer II	Irrigation Designer III		
<b>1.0</b>	<b>DESIGN - Design Development - DD (60% Submittal) - TMNTE</b>						<b>\$1,485</b>
	Project Due Diligence and Site Visit		3	3		6	\$630
	Prepare SD Landscape Plan with Plant Palette Photos		1	6		7	\$585
	Prepare Preliminary Cost Estimate		1			1	\$135
	Provide Project Quality Control Review on Internal Documents		1			1	\$135
<b>2.0</b>	<b>DESIGN - Design Development - DD (60% Submittal) - TMNTE</b>						<b>\$1,575</b>
	Prepare DD Landscape Plan (Per Town/CMAR SD Review/Comments)		3	6		9	\$855
	Prepare Irrigation Plan			1	2	3	\$315
	Prepare Outline for Technical Specification and Update Preliminary Cost Estimate		2			2	\$270
	Provide Project Quality Control Review on Internal Documents		1			1	\$135
<b>3.0(A)</b>	<b>DESIGN - Construction Documents - CD (90% Submittal/initial TPV Permit) - TMNTE</b>						<b>\$1,605</b>
	Prepare 90% Landscape Construction Documents including Technical Specs and Cost Estimate		1	8		9	\$735
	Prepare 90% Irrigation Construction Documents including Technical Specs and Cost Estimate			2	4	6	\$630
	Provide Project Quality Control Review on Internal Documents	0.5	1			2	\$240
<b>3.0(B)</b>	<b>DESIGN - Construction Documents (100% Submittal and TPV Permit Submittal) - TMNTE</b>						<b>\$1,065</b>
	Prepare 100% Construction Documents (plans shall comply with TPV Permit)		1	6	2	9	\$825
	Provide Project Quality Control Review on Internal Documents	0.5	1			2	\$240
<b>4.0</b>	<del><b>POST DESIGN SERVICES - Construction Administration - TMNTE</b></del>						<del><b>\$960</b></del>
	In-House CA Services		2	2		4	\$420
	Project Completion (Substantial Completion Review, Final Punch List Generation)		4			4	\$540
	<b>ESTIMATED HOURS</b>	<b>1</b>	<b>16</b>	<b>25</b>	<b>8</b>	<b>42</b>	
	<b>DIRECT HOURLY RATE</b>	<b>\$210.00</b>	<b>\$135.00</b>	<b>\$75.00</b>	<b>\$120.00</b>		
	<b>LABOR COST</b>	<b>\$211.00</b>	<b>\$2,161.00</b>	<b>\$1,875.00</b>	<b>\$960.00</b>		

<b>DIRECT LABOR COST</b>	<b>\$6,690</b>
Mileage	\$ 85
<b>DIRECT EXPENSE COST</b>	<b>\$ 85</b>
<b>TOTAL FEE</b>	<del><b>\$ 6,775</b></del>

**\$5,815**





**CARUSO  
TURLEY  
SCOTT**  
structural  
engineers

STRUCTURAL  
ENGINEERING  
EXPERTS

**PARTNERS**

Richard Turley, SE  
Paul Scott, SE, PE  
Sandra Herd, SE, PE, LEED AP  
Chris Atkinson, SE, PE, LEED AP  
Thomas Morris, SE, PE, LEED AP  
Richard Dahlmann, SE, PE  
Troy Turley, SE, PE, LEED AP  
Brady Notbohm, SE, PE

PROFESSIONAL  
REGISTRATION

50 States  
Washington D.C.  
U.S. Virgin Islands  
Puerto Rico  
Guam

May 21, 2019

**Mr. Mike Braun**  
**DWL ARCHITECTS + PLANNERS, INC.**  
2333 N. Central Avenue  
Phoenix, AZ 85004  
T: (602) 264-9731 E: braun@dwlarchitects.com

CLIENT INFORMATION:

CLIENT PROJECT NO.

PROJECT MANAGER

OTHER

**RE: Town of Paradise Valley – Public Works Remodel**  
**6401 E. Lincoln Drive**  
Paradise Valley, AZ  
CTS Job No.:

Dear Mr. Braun:

This will confirm our fee to provide structural engineering and drafting services as required for the design of this remodel and addition to several town complex buildings, as a CMAR process, with structural scope as follows:

**Engineering / Public Works Buildings:**

- Building A (Offices) – 2200 SF addition including main entry and conference room and 800 SF addition at back of building. No structural scope in interior remodel portion.
- Building B (Garage Bays) – All remodel, no structural scope
- Building C (Storage) – 700 SF sign shop addition plus 6 new gravel bay walls.

**General:**

- Existing building structural drawings are anticipated to be available for our use
- Scope includes two site walks during design
- Scope includes up to 4 internal consultant design meetings
- Fee assumes all buildings are designed and constructed simultaneously in a single construction document package.
- Construction Administration includes review of as-built drawings submitted by CMAR
- Drawings prepared in REVIT
- *Special Structural Inspections and Engineering site visits are excluded at this time. A proposed construction budget for these services is included below.*

Our **Basic Services** will be billed at a Fixed Fee (U.N.O.) as follows:

PHASE:	Engineering / Public Works
Project Initiation / Review (includes 1 site visit):	\$1,200.00
30% Schematic Design & Report (incl. 1 site visit):	\$2,400.00
60% Design Develop.	\$2,400.00
90% Const. Documents	\$2,400.00
100% Const. Docs	\$600.00
GMP/Bidding Review	<del>\$600.00</del>
<del>Const. Administration</del>	<del>\$2,400.00</del>
<b>TOTAL:</b>	<del><b>\$12,000.00</b></del>
Proposed Construction Budget for Special Structural Inspection and Engineer Site Visits.	<del>Hourly NTE \$4,800.00 (18 site visits, 54 hours max)</del>

**\$9,000**

**Basic Services** will include structural calculations, preparation of Revit structural plans and details per the noted scope, and construction administration. Construction administration services include shop drawing review and responding to RFI type clarifications. Redesign and field repair engineering would be considered outside the scope of basic services. If the project entails multiple bid packages, phasing, or nonstandard foundations, the above budget shall be adjusted accordingly.

**Reimbursable Expenses** are in addition to the basic services budget noted above and will include: progress or submittal printing, delivery costs, mileage or travel expenses. Reimbursables shall be invoiced at cost x 1.15.

1215 W. Rio Salado Pkwy.  
Suite 200  
Tempe, AZ 85281  
T: (480) 774-1700  
F: (480) 774-1701  
www.ctsaz.com




**Special Structural Inspection Services**, will be invoiced hourly based on time expended against an anticipated budget estimate as shown above. An estimated maximum number of site visits and hours is shown but is contingent upon the contractor’s scheduling, phasing, weather, and construction methods. This budget estimate is provided as a courtesy to the Owner for budgeting purposes, however the final cost of Structural Inspections will be based on the actual hours expended. Charges are for actual services provided; therefore if fewer trips or hours are required, or more than one type of inspection can be combined during a single trip, charges will be adjusted up or down accordingly. Notification will be provided if it appears that the anticipated inspection amount is to be exceeded. The inspection budget estimate shall also be adjusted for phased or interrupted construction or for a change in building construction type. After the design phase, the inspection budget estimate will be reviewed to verify the original scope assumptions and the budget will be adjusted accordingly if necessary. Saturday and Sunday inspections will be billed at our regular hourly rates x 1.5. Inspection fees exclude mileage which will be billed at the current Federal business per mile allowance rate. The anticipated inspection budget is based on the amount of site visits and hours noted above. The anticipated inspection budget excludes additional services for the re-inspection of incomplete work, time spent inspecting repair type conditions (epoxy grouting for example), time spent waiting for late concrete and grout and time spent going to an inspection, which was cancelled without timely notification to this office.

In rendering professional services Caruso Turley Scott (CTS) shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered. Schedules and timely available information from the architect, owner and other design consultants contribute to the completeness of the structural drawings. As such, all projects should carry a contingency for potential coordination and value added items. It is recommended that final bids not be taken until city review comments and coordination comments have been incorporated. If documents are bid prior to city and coordination comments, the owner assumes the risk for associated additional costs. Client agrees that the liability of CTS, its agents and employees, in connection with services hereunder to the Client and to all persons having contractual relationships with them, resulting from any negligent acts, errors, and/or omissions of CTS, its agents, and/or employees is limited to the total fees actually paid by the Client to CTS for services rendered by CTS hereunder. As a consultant we shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor’s rights and responsibilities.

Payments for Services as described above shall be made upon the presentation of the Engineer’s invoice based on time expended. Interest at 1.5% per month, compounded monthly, will be paid on all invoices after 30 days from billing date. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. In the event that any portion of the account remains unpaid 30 days after billing, this office may, without waiving any claim or right, and without liability whatsoever to the Client, suspend or terminate the performance of all services. **If this contract meets with your approval, please sign, date and e-mail (bkelly@ctsaz.com) back to our office for authorization to proceed.**

Respectfully Submitted By:  
**CARUSO TURLEY SCOTT INC.**

  
\_\_\_\_\_  
Sandra J. Herd, SE, PE, LEED AP  
Partner | Project Manager

Accepted By:  
**DWL ARCHITECTS + PLANNERS, INC.**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_