

**AGREEMENT FOR PROFESSIONAL SERVICES
Bicycle and Pedestrian Master Plan**

THIS AGREEMENT is made and entered into this day of _____, 2016, by and between Town of Paradise Valley, hereinafter referred to as Town, and Coffman Studio, PLLC, an Arizona Professional Limited Liability Corporation hereinafter ("Consultant"), whose principal place of business is located at 2126 South La Rosa Drive, Tempe, Arizona 85282.

RECITALS

WHEREAS, Town desires to employ Consultant to provide planning and technical consulting services to develop a bicycle and pedestrian master plan; and

WHEREAS, Consultant is duly qualified to perform the requested services;

WHEREAS, Town and Consultant desire to memorialize their agreement with this document.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

1. Services

- a. The Consultant agrees to perform those professional planning and technical consulting services and to provide those necessary documents and materials to complete the Bicycle and Pedestrian Master Plan (the "Project") for the Town, which are described in the Request for Proposals No. RFP-16-0001-CMD on February 12, 2016 identified as Bicycle and Pedestrian Master Plan ("RFP"), attached hereto as "Exhibit A" and incorporated into this Agreement as if fully written out below; Consultant's proposal submitted in response to RFP submitted to the Town on March 9, 2016 ("Proposal"), attached hereto as "Exhibit B" and incorporated into this Agreement as if fully written out below; the mutually agreeable Full Scope, Fees and Deliverables dated May 12, 2016 ("Scope of Work"), attached hereto as "Exhibit C" and incorporated into this Agreement as if fully written out below; and as more particularly described in this Agreement.
- b. The Consultant will produce deliverables as outlined in the scope that includes, including, but not limited to the following:
 - Phase 1-Initiate:** Stakeholder Participation - Media Relations Plan;
 - Phase 2-Analyze:** Summary of key components of related plans, Existing Conditions Inventory and Needs Analysis Report, Opinion Survey, Resort concierge interviews, Optional bicycle/pedestrian count, Technical Advisory Committee meetings with Town staff (2 minimum), Stakeholder Focus Group meetings (2 minimum), Public Open House (1), Draft components of the Master Plan (e.g. vision, theme, goals, and objectives), and Planning Commission Study Session (1);
 - Phase 3-Define:** Draft Master Plan #1, Optional Stakeholder Meeting (1), Optional Public Open House (1), Technical Advisory Committee meeting (1), and Town Council update (1);
 - Phase 4-Refine:** Draft Master Plan #2, Stakeholder Update Meeting (1), Public Open House (1); Planning Commission Study Session (2), and Town Council update (1);
 - Phase 5-Approve:** Draft Master Plan #3 (Final), Planning Commission recommendation meeting (1), Town Council Study Session (1), Optional Town Council Study Session (1), Town Council action meeting (1), and Final Master Plan.

- c. The Project, including provision of the services, documents, and materials, shall commence on June 1, 2016 and shall be fully completed by the Consultant within ten (10) months of the commencement date or one (1) month after the Bicycle and Pedestrian Master Plan is approved by the Town Council, whichever date occurs sooner.

2. Time for Performance

The Consultant shall complete the services, documents, and materials for the Project under this contract within the time for completion specified in the Services section. Time is of the essence,, but may be extended by the Town in the event of a delay attributable to the Town or its authorized representatives, or because of unavoidable delay caused by an Act of God, Act of War, Act of Government or other conditions beyond the control of the Consultant.

3. Additional Services

If additional services are requested by Town, the Scope of Work may be modified, subject to mutual consent, by execution of a written addendum by authorized representatives of both parties, setting forth the additional scope of work to be performed, the performance time schedule, and the compensation for such services.

4. Materials

The Consultant shall furnish to the Town all documents, materials, facilities, equipment, supplies and incidentals for the Project, other than those designated in writing to be furnished by the Town, that are necessary for the Consultant to timely complete the Project and provide the professional planning and technical consulting services required by this Agreement, and to timely incorporate stakeholder input, prepare drafts, design, create, and submit a proposed complete Master Plan for approval by the Town Council.

5. Project Manager

The Town's Project Manager shall be the Senior Planner or designee, who shall serve as the Consultant's principal contact with the Town for the Project.

6. Notice of Negative Conditions

The Consultant shall notify the Town immediately in writing of any unanticipated or negative conditions and concerns regarding the Project and/or that may impact Project delivery or timing.

7. Periodic Reports

The Consultant shall prepare and timely submit, to the Town's Project Manager, such periodic, intermediate performance reporting and final reports and records, as may be requested by the Town and as are applicable to the Project, which will include: (a) At least monthly written progress/performance reports due the last day of each month; (b) As needed between monthly progress reports, conference calls and/or meetings with Town staff to share ideas, gather information, clarify items, and discuss other information related to the project; and (c) Written notice of any proposed substantial change in the Project, including proposed changes in the agreed upon scope, design and layout of the Master Plan, and changes to the timeline.

8. Ownership

All documents that are prepared in the performance of this Agreement 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 Consultant. The Consultant shall collect, properly label or identify, and deliver to the Town's Project Manager all final maps, surveys, public input, records, reports and other documents and data prepared by the Consultant in the performance of this Agreement.

9. Documentation

The Consultant will be responsible for making edits and changes directed by the Town Council, Planning Commission and/or Town staff during the Town Council/Planning Commission review phases. The Consultant shall provide the final Master Plan document and any associated appendices in an electronic, editable format acceptable to the Town within thirty (30) calendar days after Town Council approval of the Master Plan. This format shall allow for the ease of making hard copy prints of the Master Plan and appendices. There shall be at least two versions of the Master Plan, one version in PDF and one version in Microsoft Word 2010. All visuals that may include such items as photos, charts, tables, maps, and cross-sections in the Master Plan shall be in an editable format acceptable to the Town such as Adobe InDesign 8.0 or newer or ArcGIS 10.3.

10. Town Assistance

The Town agrees to provide, at no cost to the Consultant, any public information and public records in the possession of Town that would be beneficial to assist the Consultant in providing the Project services, materials and documents and to aid in the timely completion of the Project.

11. Work by Town in Lieu of Consultant

The Town shall reserve the right to retain and assign Town employees, personnel or other agents ("Town Personnel") as may be needed to perform services and work duties that are within the Scope of Work or to assist the Consultant or its subcontractors in timely completion of the Project. The cost of such Town Personnel will be the responsibility of the Consultant and shall be accounted for by a decrease in any service order or payments due to the Consultant or as a direct financial charge from the Town to the Consultant if such assignment is required by the failure of the Consultant to timely provide sufficient properly-qualified personnel and subcontractors or the necessary and appropriate documents and materials to complete the Project. Cost will not be assessed to the Consultant for Town Personnel if such staffing is designated as a Town obligation in the Scope of Work or done on a voluntary basis by the Town.

12. Post-Contract Corrections and Reasonable Revisions

Notwithstanding completion and acceptance of the Project by the Town or final payment by the Town, the Consultant agrees to make revisions or corrections to the services, documents, and materials provided for the Project, including revisions to the Master Plan, as are necessary to correct any errors in the services, materials, or documents provided by the Consultant, or are necessary and reasonable revisions in the services, materials, or documents.

13. Notice of Completion

Upon completion of all work pursuant to the Scope of Work, including receipt of final deliverables by the Town, the Town shall provide a written Notice of Completion to the Consultant. Such notice shall be mailed via the United States Postal Service, unless otherwise instructed by Consultant.

14. Payment Terms

- a. The Consultant shall submit invoices to the Project Manager, on a form mutually agreeable to the Town and the Consultant, not more often than once per month during the progress of the Project, for partial payment on the account, for the authorized services, documents, and materials completed to date. The invoice shall include the percentage completed for the specific phase of the Project based upon the completion of tasks in the approved Scope of Work.
- b. The Town shall pay invoices within thirty (30) day, except the Town reserves the right to withhold payment of all or part of the amount due pursuant to the invoice(s) until the Town's Project Manager verifies completion of the tasks on the invoice. The approximate cost for each of the five phases described in Section 1(b) is as follows: (1) \$12,343.46 (2) \$53,023.38 (with optional bicycle/pedestrian count), (3) \$38,716.62 (with an additional optional stakeholder meeting and an additional optional open

house), (4) \$22,665.48, (5) \$14,341.08 (with an additional optional Town Council study session), and (6) 2,605.00 for reimbursables.

- c. Notwithstanding any other provision of this Section, the Town will withhold ten percent (10%) of each amount due pursuant to each invoice ("Retention Amount"). The Retention Amount shall be paid to Consultant within ten (10) days of the Town's issuance of the Notice of Completion pursuant to Section 13.
- d. The final invoice for payment shall be submitted by the Consultant to the Town's Project Manager within two (2) months after the approval of the Master Plan by the Town Council. Final payment will be made by the Town only after Consultant's written verification to the Town of completion of the services, documents, and materials to be provided by the Consultant for the Project.

15. Change Orders

Written change orders regarding services, documents, and materials may be given by the Town through the Project Manager, as approved by the Town Council. Properly approved written change orders by the Town that change or revise in any way, the scope or type or amount of services in this Agreement or increase or decrease the quantity of labor, documents or materials or any other costs and expenses for the services, documents and materials to be provided shall not annul or void this Agreement.

16. Compensation

- a. Consultant's compensation for the Project, including for any services, materials, or documents furnished by any subcontractors, shall not exceed \$137,449.32 (excluding any optional services) or \$143,695.02 (including all optional services), unless otherwise agreed to in a written amendment to this Agreement.
- b. Optional Services. The following optional services are available:
 - i. Bicycle/pedestrian count at a cost not to exceed \$1,600.00.
 - ii. An additional optional stakeholder meeting, which could consist of one meeting or multiple meetings with individual stakeholders, at a cost not to exceed \$1,810.28.
 - iii. An optional open house at a cost not to exceed \$2,275.42.
 - iv. An optional Town Council study session, or other similar meeting, at a cost not to exceed a total of \$560.00.
- c. Payment by the Town for any completed and approved services, documents, and materials rendered for the Project is intended as full compensation for work performed and/or services, documents and materials rendered and for all labor, materials, supplies, equipment and incidentals utilized to complete the services and work for which payment is made.

17. Incorporation of Standard Terms and Conditions

All of the terms and conditions set forth in the RFP as described on the "Standard Terms and Conditions, Request for Proposal," attached hereto as Exhibit D, apply and are incorporated into this Agreement as if fully written out below, including but not limited to, provisions related to sub-contracting and indemnification and insurance.

18. Cooperative Use of the Agreement

Notwithstanding anything to the contrary in the Standard Terms and Conditions, this Agreement may be extended for use by other governmental agencies and political subdivisions. Any such usage by other entities must be in accord with the laws, rules, and regulations governing those entities, and the approval of the Consultant is required. The Town is not a party to any such contract and is not responsible, in any way, for the performance of the Consultant or any obligation, including payment obligations, of any other entity contracting with Consultant.

19. Independent Contractor Status

Consultant shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

20. Notices

All notices or demands required by this Agreement 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.

If to the Town:

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

With a required copy to:

Town of Paradise Valley
Attn: Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

If to Consultant:

James D. Coffman
President
Coffman Studio PLLC
2126 S. La Rosa Drive
Tempe, AZ 85282

If hand delivered, 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.

21. Miscellaneous Provisions

- a. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall remain in full force and effect.
- b. This Agreement shall be interpreted under the laws of the State of Arizona. The parties agree that the proper jurisdiction and venue for any proceeding arising out of this Agreement shall be in the State of Arizona, County of Maricopa.
- c. This Agreement, except as stated below, contains the entire agreement between the Town and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
 - i. The solicitation, any addendums and the response/proposal submitted by Consultant are incorporated into this Agreement and any conflict or inconsistencies in the documents will be resolved pursuant to the Standard Terms and Conditions, attached as Exhibit D.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above-stated, the day and year first above written.

(Signatures on following page)

COFFMAN STUDIO, PLLC

By: 

Name: James D. Coffman
Title: President
Address: 2126 S. La Rosa Drive
Tempe, AZ 85282

TOWN OF PARADISE VALLEY

By: _____

Name: Kevin Burke
Title: Town Manager
Address: 6401 East Lincoln Dr.
Paradise Valley, AZ 85253

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney

EXHIBIT A

Request for Proposals No. RFP-16-0001-CMD



Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, Arizona 85253-4328
www.paradisevalleyaz.gov

**Professional Services
Request for Proposals (RFP)
RFP – 16-0001-CMD
Bicycle and Pedestrian Master Plan**

RFP ISSUED
February 12, 2016

RESPONSES DUE BY
3:00 PM (MST) on Wednesday, March 9, 2016

TOWN PROJECT MANAGER
Planning Department
Attn: Paul Michaud, Senior Planner
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85253

EXHIBIT B

Consultant's Proposal in Response to RFP-16-0001-CMD dated March 9, 2016



coffman studio
Landscape Architecture + Planning
2126 South La Rosa Drive Tempe Arizona 85282

March 9, 2016
Town of Paradise Valley
Attn: Paul Michaud, Senior Planner
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85253

Re: Professional Services Proposal for the Town of Paradise Valley
Bicycle and Pedestrian Master Plan

Dear Mr. Michaud and Selection Committee Members:

Paradise Valley is to be credited with recognizing the importance of walking and biking to the Town's quality of life and the potential for an improved system to be a centerpiece of residents and visitors daily life. The Coffman Studio team is pleased to present our qualifications to collaborate with Paradise Valley on this valuable effort. We are confident that this Master Plan will make Paradise Valley a pre-eminent pedestrian and bicycle-friendly town that leverages its tremendous natural, scenic and resort amenities to support economic development, provide healthy outdoor recreation options, while it identifies opportunities to renovate and/or build new bicycle and pedestrian facilities.

I will serve as your project manager. I bring you over 30 years of planning and landscape architecture experience. I am intimately familiar with bicycle, pedestrian, trails and complete streets plans and have over my career led numerous such projects. Within the past five years I successfully led the path and trail planning portions of comprehensive parks and recreation master plans for the cities of Goodyear and Gilbert and have assisted in planning and design efforts for the MAG Complete Streets Guide, Greening Lower Grand Avenue, The Mountain View Trail and the Low Impact Development Concepts for the Granite Reef Watershed for the City of Scottsdale.

Our team of local and small business professionals have an unmatched knowledge of the region's bicycle and pedestrian planning history through team member involvement in the region's first pedestrian design guidelines, pedestrian and bicycle plans. Since those groundbreaking plans, we have assisted numerous communities in preparing bicycle, pedestrian and trail plans, and designing and implementing bicycle facility, complete street, path, trail and signage projects throughout Arizona. The transformational nature of these projects set standards for safe and convenient non-motorized transportation systems that are integral to the community, to transit, to the road network and to the overall livability of a place.

By selecting the Coffman Studio team, Paradise Valley gains a partner that is as committed to its success as you are. Our proposal scope and budget can be amended to meet your needs. This Proposal is valid for a 90-day period from the submittal date.

Sincerely,

James D. Coffman, RLA, ASLA
President, Coffman Studio PLLC
2126 S. La Rosa Drive Tempe, AZ 85282
602.790.8311 cell 480.478.9585 office
jim@coffmanstudio.com www.coffmanstudio.com

Proposal for the Town of

Paradise Valley

Bicycle and Pedestrian Master Plan

RFP-160001-CMD



Coffman Studio Team

2126 South La Rosa Drive

Tempe, AZ 85282

p: 480.478.9585

e: jim@coffmanstudio.com

EXHIBIT C

Full Scope, Fees and Deliverables dated May 12, 2016

Paradise Valley Bicycle and Pedestrian Master Plan

May 12, 2016

FULL SCOPE, FEES AND DELIVERABLES

Coffman Studio

		Coffman Studio			PLAN*et		JRC Design			J2 Engineering & Environmental Design			Total Hours Per Task	Total Fee Per Task	Total Fee with Options	Total Fee Without Options	
		Jim Coffman, Project Manager	Landscape Designer II	Landscape Designer I	Leslie Dornfeld	Planner	Jamie Cowgill	Senior Designer	Designer	Dean Chambers, Multi-Modal Designer	Jamie Blakeman, Traffic Engineer	Principal PE, Civil Engineer					
Phase	Task	Rate	\$140.00	\$80.00	\$60.00	\$140.00	\$65.00	\$150.00	\$110.00	\$90.00	\$155.14	\$159.30	\$188.38				
1.0	INITIATE	Time															
1.1	Meeting with Town Project Manager		2											2	\$280.00		
1.1.1	Identify Internal Technical Advisory Committee				1									1	\$60.00		
1.1.2	Identify External Stakeholder Groups:		1		1									2	\$200.00		
1.1.3	Establish a Public Contact List		1			2								3	\$420.00		
1.1.4	Refine Schedule		1											1	\$140.00		
1.1.5	Collect Town Relevant Plans, maps, etc.													0	\$0.00		
1.1.6	Discuss Preparations for Kick-Off Meeting													0	\$0.00		
1.2	Prepare a Media Relations Plan		1			24	6							31	\$3,890.00		
1.3	Prepare Plan Base Maps		1	16										17	\$1,420.00		
1.4	Prepare PowerPoint and other Materials for Kick-off Meeting.		2		4									6	\$520.00		
1.5	Team Kick-Off Meeting (Consultant Team, Town Project Manager): Review potential stakeholders and public contact list, schedule, media relations plans and base maps. Request any other relevant information regarding use, safety issues, destinations, gaps, etc.		3		4	2		3			2	2	2	18	\$2,395.64		
1.6	Project Managers Progress Meeting (every 2 weeks - phone in every other week)		4											4	\$560.00		
1.7	Consultant Team Check-In (Conference Call - 1 per month)		1	1	1	1	1	1	1	1	1	1	1	11	\$1,337.82		
	Administration		8											8	\$1,120.00		
	Total Hours per Phase		25	17	11	29	7	4	1	1	3	3	3	104			
	Total Labor Fee per Phase		\$3,500.00	\$1,360.00	\$660.00	\$4,060.00	\$455.00	\$600.00	\$110.00	\$90.00	\$465.42	\$477.90	\$565.14		\$12,343.46	\$12,343.46	\$12,343.46
2.0	ANALYZE		Jim Coffman, Project Manager	Landscape Designer II	Landscape Designer I	Leslie Dornfeld	Planner	Jamie Cowgill	Senior Designer	Designer	Dean Chambers, Multi-Modal Designer	Jamie Blakeman, Traffic Engineer	Principal PE, Civil Engineer				
2.1	Review Town General Plan for all goals and policies relevant to developing a bicycle and pedestrian plan: transit, Visually Significant Corridors, Healthy Community, View Preservation, Special Use Permit Areas, Economic Development, Street Transportation.		6			2								8	\$1,120.00		
2.2	Review relevant local and regional path/trail signage, bicycle and pedestrian plans: MAG, Phoenix and Scottsdale: MAG Regional Bikeway Master Plan, MAG Bicycles Count, MAG Pedestrian Guidelines, Scottsdale Trails Master Plan, Phoenix Plans, more.		6											6	\$840.00		
2.3	Best Practices Review for Bicycle and Pedestrian Facilities and Plans: National and Outside of Region.				8									8	\$480.00		
2.4	Review local bicycle and pedestrian accident and vehicle crash data. Identify any critical safety areas in the Town.				2									2	\$120.00		
2.5	TAC Meeting #1: Review project purpose and schedule. Define role of the TAC. Review initial findings and solicit feedback of other items to consider. Solicit feedback on upcoming Stakeholders Focus Group Meetings and Walk/Bike Ride through Town.		3		3									6	\$600.00		
2.6	Stakeholder Focus Group Meetings #1: Identify and Discuss Issues, Wants and Needs by Groups. Discuss Stakeholders' role in the planning process and future meetings.		4		4	4		4			4			20	\$2,580.56		
2.7	Consultant Team, Stakeholders and TAC Walk/Bike Ride Through Town: See first hand issues and opportunities within the Town. Break into several groups led by the Consultant.		5		6	4		4			4	4		27	\$3,477.76		
2.8	Consultant Team on-site inventory, research, and gap analysis. Photo inventory. Map notation and photo documentation of existing conditions.		12		12	8		8			8	8		56	\$7,235.52		

Paradise Valley Bicycle and Pedestrian Master Plan

May 12, 2016

FULL SCOPE, FEES AND DELIVERABLES

Coffman Studio

		Jim Coffman, Project Manager	Landscape Designer II	Landscape Designer I	Leslie Dornfeld	Planner	Jamie Cowgill	Senior Designer	Designer	Dean Chambers, Multi-Modal Designer	Jamie Blakeman, Traffic Engineer	Principal PE, Civil Engineer	Hours Per Task	Total Fee Per Task	Total Fee with Options	Total Fee Without Options
2.9	On-line/Mail-in Opinion Survey: residents and visitors on Issues, Wants and Needs.	4			12	4	2			1	1		24	\$3,114.44		
2.10	OPTIONAL Bike/Ped Count using MAG Methodology and Technology. Identify 1 to 2 additional sites to conduct a manual count over a 6+/- hour period of time. Consider locations near schools, high employment areas and/or resorts. Supplement the information from MAG's single Paradise Valley location for bike counts.	8		8									16	\$1,600.00		
2.11	Resort Concierge Interviews. Over one day the Consultant will interview concierges from all of the Town's resorts asking about type of use, desired destinations and experiences.	9			9								18	\$2,520.00		
2.12	Existing Conditions Inventory and Needs Analysis Report.	20	4	14			8			4	4		54	\$6,417.76		
2.13	Draft Vision, Theme, Goals and Objectives. Supplement and Support existing goals and objectives in the General Plan.	4			1		1			1	1		8	\$1,164.44		
2.14	Prepare PowerPoint and other Materials for upcoming meetings.	2		4	2		2			2			12	\$1,410.28		
2.15	Signage and Wayfinding Options: Begin to develop concepts for signage types, identify potential destinations (generally and specifically).	3		3			12	16	16	2			52	\$5,910.28		
2.16	TAC Meeting #2: Preview and discuss the initial findings of all prior research to date that will be presented at the Stakeholders and Public Open House Meetings.	3		3			2						8	\$900.00		
2.17	Stakeholder Meeting #2: Preview and discuss the initial findings of all prior research to date that will be presented at the Public Open House. Discuss and begin to develop potential criteria for Project Prioritization. Solicit feedback on gaps and potential project needs.	4		6	2		2			2			16	\$1,810.28		
2.18	Public Open House/Charrette #1: Review Inventory, Needs Analysis, Vision, Goals, Develop Criteria for Project Prioritization, Brainstorm design concepts for representative project types. Ask for help in identifying specific gaps and needs for design improvements. This is intended to be a 4 hour +/- event.	4		4	3		3			3			17	\$2,135.42		
2.19	Planning Commission Study Session #1: Briefing on progress to date in a PowerPoint presentation. Summarize results of Stakeholders and Public Meetings.	2											2	\$280.00		
2.20	Project Managers Progress Meetings (Face to Face every two weeks - 4 this Phase, phone-in every other week): General project coordination and preparation for upcoming TAC, Stakeholder and Public Meetings.	12											12	\$1,680.00		
2.21	Consultant Team Meetings (Face to Face - 1 per month).	4		4	4		4			4	4		24	\$3,217.76		
2.22	Consultant Team Check-In (Conference Call - 1 per month).	2		2	2		2			2	2		12	\$1,608.88		
	Administration	14		14									28	\$2,800.00		
	Total Hours per Phase	131	4	97	53	4	54	16	16	37	24	0	436			
	Total Labor Fee per Phase	\$18,340.00	\$320.00	\$5,820.00	\$7,420.00	\$260.00	\$8,100.00	\$1,760.00	\$1,440.00	\$5,740.18	\$3,823.20	\$0.00		\$53,023.38	\$53,023.38	\$51,423.38

Paradise Valley Bicycle and Pedestrian Master Plan

May 12, 2016

FULL SCOPE, FEES AND DELIVERABLES

Coffman Studio

		Jim Coffman, Project Manager	Landscape Designer II	Landscape Designer I	Leslie Dornfeld	Planner	Jamie Cowgill	Senior Designer	Designer	Dean Chambers, Multi-Modal Designer	Jamie Blakeman, Traffic Engineer	Principal PE, Civil Engineer	Hours Per Task	Total Fee Per Task	Total Fee with Options	Total Fee Without Options	
3.0 DEFINE		Jim Coffman, Project Manager	Landscape Designer II	Landscape Designer I	Leslie Dornfeld	Planner	Jamie Cowgill	Senior Designer	Designer	Dean Chambers, Multi-Modal Designer	Jamie Blakeman, Traffic Engineer	Principal PE, Civil Engineer					
3.1 OPTIONAL: Stakeholder Meeting	2 months	4		6	2		2			2			16	\$1,810.28			
3.2 OPTIONAL: Open House to Present DRAFT Master Plan		4		4	4		3			3			18	\$2,275.42			
3.3 Prepare Draft Master Plan #1 (1st Plan Deliverable).		36	4	36	8		20	20	22	22	16	4	188	\$22,535.40			
3.3.1 Updated Vision and Goals.														0	\$0.00		
3.3.2 Existing Conditions Inventory Summary.														0	\$0.00		
3.3.3 Needs Analysis Summary.														0	\$0.00		
3.3.4 Project prioritization methodology.														0	\$0.00		
3.3.5 Facility Design Guidelines and Standards. Compliance with MAG, MUTCD,														0	\$0.00		
3.3.6 Updated Non-motorized Facilities Maps: highlighting destinations.														0	\$0.00		
3.3.7 Signage and Wayfinding Guidelines.														0	\$0.00		
3.3.8 Recommendations with visuals, maps, and internal responsibilities for projects, programs and policies. Project costs, phasing and priorities and potential incorporation into CIP.													0	\$0.00			
3.3.9 Project Phasing.													0	\$0.00			
3.3.10 Funding Alternatives.													0	\$0.00			
3.4 Develop PowerPoint Presentation, Display Boards and other materials for use at upcoming Technical Advisory Committee and public meetings.		2		4			2		4				12	\$1,180.00			
3.5 TAC Meeting #3: Present summary of the Draft Master Plan #1. Solicit feedback on		3		3	3		2			2	2		15	\$1,948.88			
3.6 Post DRAFT Master Plan #1 to Town Website and develop a website survey for		1		2									3	\$260.00			
3.7 Town Council Staff Update #1: Present summary of Draft Master Plan #1.													0	\$0.00			
3.8 Project Managers Progress Meetings (Face to Face every two weeks - 4 this Phase, phone-in every other week): General project coordination and preparation for upcoming TAC, public meetings, Planning Commission & Town Council meetings.		12											12	\$1,680.00			
3.9 Consultant Team Meetings (Face to Face - 1 per month).		4		4	4		4			4	4		24	\$3,217.76			
3.10 Consultant Team Check-In (Conference Call - 1 per month).		2		2	2		2			2	2		12	\$1,608.88			
Administration		14		4									18	\$2,200.00			
Total Hours per Phase		82	4	65	23	0	35	20	26	35	24	4	318				
Total Labor Fee per Phase		\$11,480.00	\$320.00	\$3,900.00	\$3,220.00	\$0.00	\$5,250.00	\$2,200.00	\$2,340.00	\$5,429.90	\$3,823.20	\$753.52		\$38,716.62	\$38,716.62	\$34,630.92	
4.0 REFINE		Jim Coffman, Project Manager	Landscape Designer II	Landscape Designer I	Leslie Dornfeld	Planner	Jamie Cowgill	Senior Designer	Designer	Dean Chambers, Multi-Modal Designer	Jamie Blakeman, Traffic Engineer	Principal PE, Civil Engineer					
4.1 Stakeholders Meeting #3: Present, review and solicit feedback on the Draft Master Plan #1.	2 months	4		4	4		4			4	4		24	\$3,217.76			
4.2 Public Open House #2/#3: Present, review and solicit feedback on the Draft Master Plan #1.		3		3	4		3			3	3		19	\$2,553.32			
4.3 Planning Commission Study Session #2: Review Draft Master Plan #1.		2		2									4	\$400.00			
4.4 Town Council Staff Update #2: Review Draft Master Plan #1.													0	\$0.00			
4.5 Prepare Draft Master Plan #2 (2nd Plan Deliverable): Revise/edit per comments from Stakeholders, Public Open House, On-line Survey and Planning Commission and Town Council Study Sessions and staff.		8	4	16	4		8	8	8	4	4		64	\$7,017.76			
4.6 Develop PowerPoint Presentation, Display Boards and other materials for use at upcoming public meetings.		2		5			2		1				10	\$970.00			
4.7 Planning Commission Study Session #3: Review Draft Master Plan #2.		2		2									4	\$400.00			
4.8 Project Managers Progress Meetings (Face to Face every two weeks: 4 this Phase, phone-in every other week). General project coordination and preparation for upcoming TAC, public meetings, Planning Commission & Town Council meetings.		12											12	\$1,680.00			
4.9 Consultant Team Meetings (Face to Face - 1 per month).		4		4	4		4			4	4		24	\$3,217.76			
4.10 Consultant Team Check-In (Conference Call - 1 per month).		2		2	2		2			2	2		12	\$1,608.88			
Administration		8		8									16	\$1,600.00			
Total Hours per Phase		47	4	46	18	0	23	8	9	17	17	0	189				

Paradise Valley Bicycle and Pedestrian Master Plan

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FULL SCOPE, FEES AND DELIVERABLES

Coffman Studio

		Jim Coffman, Project Manager	Landscape Designer II	Landscape Designer I	Leslie Dornfeld	Planner	Jamie Cowgill	Senior Designer	Designer	Dean Chambers, Multi-Modal Designer	Jamie Blakeman, Traffic Engineer	Principal PE, Civil Engineer	Hours Per Task	Total Fee Per Task	Total Fee with Options	Total Fee Without Options
	Total Labor Fee per Phase	\$6,580.00	\$320.00	\$2,760.00	\$2,520.00	\$0.00	\$3,450.00	\$880.00	\$810.00	\$2,637.38	\$2,708.10	\$0.00		\$22,665.48	\$22,665.48	\$22,665.48
5.0 APPROVE		Jim Coffman, Project Manager	Landscape Designer II	Landscape Designer I	Leslie Dornfeld	Planner	Jamie Cowgill	Senior Designer	Designer	Dean Chambers, Multi-Modal Designer	Jamie Blakeman, Traffic Engineer	Principal PE, Civil Engineer				
5.1	Prepare DRAFT Master Plan #3 (3rd Plan Deliverable): Revise/edit per comments from Planning Commission and Town Council Study Sessions and staff.	8	4	4	4		8	8	8	4	4		52	\$6,297.76		
5.2	Develop PowerPoint Presentation, Display Boards and other materials for use at upcoming public meetings.	2		2					1				5	\$490.00		
5.3	Planning Commission Full Session Presentation #1: Recommendation of the Plan to the Town Council.	2											2	\$280.00		
5.4	Town Council Study Session #1: Language and materials for Council Packet. PowerPoint Presentation and Other Materials as Necessary.	2			2								4	\$560.00		
5.5	OPTIONAL Town Council Study Session #2: Language and materials for Council Packet. PowerPoint Presentation and Other Materials as Necessary.	2			2								4	\$560.00		
5.6	Town Council Full Presentation #1: Approval of the Plan.	2			2								4	\$560.00		
5.7	Prepare Final Master Plan & Final Deliverables (4th Plan Deliverable): Revise/edit per comments from Planning Commission and Town Council Sessions and staff.	4		4					6				14	\$1,340.00		
5.8	Project Managers Progress Meetings (Face to Face every two weeks: 4 this Phase, phone-in every other week). General project coordination and preparation for upcoming Planning Commission & Town Council meetings.	6											6	\$840.00		
5.9	Consultant Team Meetings (Face to Face - 1 per month).	2		2	2		2			2	2		12	\$1,608.88		
5.10	Consultant Team Check-In (Conference Call - 1 per month).	1		1	1		1			1	1		6	\$804.44		
	Administration	5		5									10	\$1,000.00		
	Total Hours per Phase	36	4	18	13	0	11	8	15	7	7	0	119			
	Total Labor Fee per Phase	\$5,040.00	\$320.00	\$1,080.00	\$1,820.00	\$0.00	\$1,650.00	\$880.00	\$1,350.00	\$1,085.98	\$1,115.10	\$0.00		\$14,341.08	\$14,341.08	\$13,781.08
	TOTAL ADMINISTRATION	49	0	31	0	0	0	0	0	0	0	0	80			
	TOTAL HOURS	321	33	237	136	11	127	53	67	99	75	7	1166			
	TOTAL LABOR FEE	\$44,940.00	\$2,640.00	\$14,220.00	\$19,040.00	\$715.00	\$19,050.00	\$5,830.00	\$6,030.00	\$15,358.86	\$11,947.50	\$1,318.66		\$141,090.02	\$141,090.02	\$134,844.32
	TOTAL REIMBURSABLES	\$1,910.00			\$300.00		\$250.00			\$145.00				\$2,605.00	\$2,605.00	\$2,605.00
	TOTAL FEES	\$46,850.00	\$2,640.00	\$14,220.00	\$19,340.00	\$715.00	\$19,300.00	\$5,830.00	\$6,030.00	\$15,503.86	\$11,947.50	\$1,318.66		\$143,695.02	\$143,695.02	\$137,449.32
															Total Fee with Options	Total Fee Without Options

Deliverables

Phase 1 Deliverables

- Internal Technical Advisory Committee List with Contact Info: Consider staff responsible for CIP Coordination, Budgeting, Construction Oversight, Maintenance, Programming, Safety of the Bicycle and Pedestrian System.
- External Stakeholder Groups List with Contact Info: Consider bicycle and pedestrian groups and/or advocates from Paradise Valley or nearby communities, HOA's and neighborhood groups, (permanent and part-time residents if possible) the hospitality industry (management and staff), and sister organizations including neighboring communities and the Maricopa Association of Government.
- Public Contact List with Contact Info: As provided by the Town and supplemented by the Consultant.
- Refined Schedule with Dates, Times, Locations of all Public Outreach/Meetings, Submittal Dates, Team Meetings, Project Manager Meetings, etc.
- A Media Relations Plan that will summarize and outline outreach techniques, outreach responsibilities, key stakeholders, meeting dates/times, facilitation techniques and specific outreach activities conducted during the plan.
- Base Maps suitable for planning purposes in format mutually agreed upon by the Town and Consultant.
- Kick-Off Meeting Agenda, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary.
- Project Manager Meeting Agendas and Conference Notes.
- Consultant Team Meeting Agendas and Conference Notes.

Phase 2 Deliverables

- TAC Meeting #1: Agendas, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary.
- Stakeholder Meetings/Focus Groups #1: Agenda, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary.
- Bike Ride/Walk Route Map and Logistics Plan. Draft and Final.
- On-Line/Mail In Survey(s). Draft and Final Surveys and Survey Results.
- OPTIONAL Bike/Ped Count Site Selection and Count Protocol/Methodology.
- Concierge Interview Questions/Survey. Draft and Final.
- Existing Conditions Inventory and Needs Analysis Report. Written report summarizing related plans and all data collections to date. Map and written format.
- Draft Vision, Theme, Goals and Objectives.
- Initial Signage and Wayfinding Concepts for various sign types and potential destination locations.
- TAC Meeting #2: Agendas, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary.
- Stakeholder Meeting #2: Agenda, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary.
- Public Open House/Charrette #1: Agenda/Schedule, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary. Language for public notifications.
- Planning Commission Study Session #1: Language and materials for Commission Packet. PowerPoint Presentation and Other Materials as Necessary.
- Project Manager Meeting Agendas and Conference Notes.
- Consultant Team Meeting Agendas and Conference Notes.

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Deliverables

Phase 3 Deliverables

- OPTIONAL Stakeholder Meeting: Agenda/Schedule, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary. Language for public notifications.
- OPTIONAL Public Open House #2: Agenda/Schedule, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary. Language for public notifications.
- Draft Master Plan #1: Inclusive of items listed above.
- Refined Signage and Wayfinding Concepts for various sign types and potential destination locations embedded into Draft Master Plan #1.
- TAC Meeting #3 Agenda, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary.
- On-line Survey to solicit feedback on Draft Master Plan #1.
- Town Council Staff Update #1: Language and materials for Council Packet as Necessary.
- Project Manager Meeting Agendas and Conference Notes.
- Consultant Team Meeting Agendas and Conference Notes.

Phase 4 Deliverables

- Stakeholder Meeting #3 Agenda, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary.
- Public Open House #2/#3: Agenda/Schedule, Conference Notes, Sign-in Sheet and PowerPoint Presentation and Other Materials as Necessary. Language for public notifications.
- Planning Commission Study Session #2: Language and materials for Commission Packet. PowerPoint Presentation and Other Materials as Necessary.
- Town Council Update #2: Language and materials for Council Packet as Necessary.
- On-line Survey Results.
- Draft Master Plan #2.
- Planning Commission Study Session #3: Language and materials for Commission Packet. PowerPoint Presentation and Other Materials as Necessary.
- Project Manager Meeting Agendas and Conference Notes.
- Consultant Team Meeting Agendas and Conference Notes.

Paradise Valley Bicycle and Pedestrian Master Plan

May 12, 2016

FULL SCOPE, FEES AND DELIVERABLES

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Deliverables

Phase 5 Deliverables

- DRAFT Master Plan #3.
- Planning Commission Full Session #1: Language and materials for Commission Packet. PowerPoint Presentation and Other Materials as Necessary.
- Town Council Study Session #1: Language and materials for Council Packet. PowerPoint Presentation and Other Materials as Necessary.
- OPTIONAL Town Council Study Session #2: Language and materials for Council Packet. PowerPoint Presentation and Other Materials as Necessary.
- Town Council Full Session #1: Language and materials for Commission Packet. PowerPoint Presentation and Other Materials as Necessary.
- Final Master Plan in print and digital format as approved by the Town.
- Project Manager Meeting Agendas and Conference Notes.
- Consultant Team Meeting Agendas and Conference Notes.

EXHIBIT D

Standard Terms and Conditions, Request for Proposal

STANDARD TERMS AND CONDITIONS REQUEST FOR PROPOSAL

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By submitting a signed Offer, the Offeror certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. **TYPES OF AWARDS:** The Town of Paradise Valley ("**Town**") reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the Town.
3. **REJECTION OF OFFERS:** The Town reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the Town's best interest.
4. **ALTERNATE OFFERS/EXCEPTIONS:** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, Town will expect and require complete compliance with the specifications and all Conditions of Purchase.
5. **ADDENDA:** Any change to the request for proposal will be in the form of a numbered addendum issued by the Town. The addendum will be furnished to all who received the request for proposal. The Town will not be responsible for any oral or written instructions made by any employees, officers, contracted consultants or agents of the Town in regard to the proposal. The Town will not be responsible for Offerors adjusting their offer based on oral or written instructions.
6. **EFFECTIVE PERIOD OF OFFER:** An offer shall remain in effect for a period of one hundred and twenty (120) calendar days from the proposal due date or the best and final offer date and is irrevocable.
7. **OFFER ERRORS OMISSIONS AND CORRECTIONS:** The Town will not be responsible for any Offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
8. **RESTRICTIVE OFFER PROVISIONS:** If specifications preclude an otherwise qualified Offeror from submitting an offer, a written request for modification must be received by the Town representative identified on the solicitation at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
9. **OFFER IDENTIFICATION:** The Town is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

10. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification and execution of the contract.
11. **PRIOR PERFORMANCE:** Prior Offeror performance in regard to product, service, or representation of/from the Offeror may be used in evaluation of this offer. Unsatisfactory performance to the Town may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any Offeror who is in default on any contract with the Town.
12. **PROTEST OF AWARD:** Any person who has an objection to the awarding of a solicitation by the Town, shall lodge that protest, in writing, with the Director of Administration and Government Affairs. The protest should specifically identify the objection to the award. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the Town's Internet page. Untimely protests will not be considered.
13. **RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS:** The Offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the Town. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
14. **RESPONSIBILITY FOR CORRECTION:** It is agreed that the Offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Offeror agrees that if the product or service offered does not comply with the written specification, the Town has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and Offeror further agrees to be fully responsible for any consequential damages suffered by the Town.
15. **COST OF BID/PROPOSAL PREPARATION:** The Town shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
16. **CONTRACT:** The contract between the Town and the Offeror shall consist of (1) the solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the solicitation. In the event of a conflict in language between the solicitation and the offer, the provisions and requirements in the solicitation shall govern. However, the Town reserves the right to clarify, in writing, any contractual terms with the concurrence of the Offeror, and such written contract shall govern in case of conflict with the requirements stated in the solicitation or the offer. The Solicitation shall govern in all other matters not affected by the written contract.
17. **CONTRACT AMENDMENTS:** This contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor.
18. **SUB-CONTRACTING:** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Town. No such approval will be construed as making the Town a party of or to such sub-contract, or subjecting the Town to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the Contractor of liability and obligation under this contract; and despite any such subletting the Town shall deal through the Contractor. Sub-contractors will be dealt with as workmen and representatives of the Contractor. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
19. **PAYMENT TERMS:** A separate invoice shall be issued for each shipment of material or service performed. If payment terms are not indicated, terms of NET 30 days shall be applied by the Town. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

20. **UNIT PRICE TO PREVAIL:** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the Town.
21. **CONTRACT SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
22. **ADVERTISING:** Contractor shall not advertise or publish information concerning this contract, without prior written consent of the Town.
23. **RELATIONSHIP TO PARTIES:** Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
24. **DEFAULT:** In case of default by the Contractor, the Town may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
25. **TERMINATION FOR CONVENIENCE:** The Town reserves the right to terminate any order or contract upon thirty days written notice.
26. **M.S.D.S.** Contractor is to supply Materials Safety Data Sheets (M.S.D.S.) in accordance with Federal requirements. Contractor entering the Town workplace with hazardous materials will supply the Town with a M.S.D.S. covering those particular products the Contractor may expose Town employees or the general public to while working at the site.
27. **WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the Town, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The Contractor expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an express warranty that the whole of the goods shall conform to the sample or model.
28. **TAX EXEMPTION** The Town is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
29. **CHANGES** The Town reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the Town unless in writing and approved by the Town prior to the institution of the change.
30. **LATE SUBMISSION OF CLAIM** The Town will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
31. **RIGHTS AND REMEDIES** No provision in this document or in the offer shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Town to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the Town's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of the contract.

32. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the contract.
33. **LIABILITY** Except for the sole negligence of the Town, its officers, managers, employees, or agents, Contractor shall be liable to the Town for any physical damage to Town property or for the death of, or personal injury to, Town personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the Town harmless from any claim or loss arising from such damage or injury.
34. **DEFENSE OF INFRINGEMENT:** Contractor agrees to defend Town at Contractor's own expense, in all suits, actions, or proceedings in which the Town is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent or other intellectual property right resulting from Town's use of the goods or services purchased as a result of this request for proposal. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against Town. Contractor agrees to indemnify and hold harmless the Town from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of Town's purchase and use of goods or services supplied by the Contractor. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.
35. **INDEMNIFICATION AND INSURANCE:** To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, board, commission, officers, officials, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the negligent or willful acts or omissions of work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this contract. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Town.

Insurance provisions set forth in this contract are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope of the indemnity provisions. Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-. The Town does not represent or warrant that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Contractor shall carry types of insurance with minimum limits of liability and with an A.M. Best rating of not less than A- as follows:

Commercial General Liability Insurance - Occurrence Form

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000

This commercial general liability insurance must include independent contractors' liability, contractual liability, personal injury liability, broad form property coverage, SCU hazards if requested by the Town, and a separation of insurance provision.

Excess Liability Coverage	\$2,000,000
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Vehicle Liability Insurance - A policy covering any vehicle, including owned, hired and non-owned vehicles
Combined Single Limit Per Accident for Bodily Injury & Property Damage \$1,000,000

If any hazardous material, as defined by any local, state or federal authority is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

Workers' Compensation and Employers' Liability Insurance:

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000

The Town must receive and approve all certificates of insurance before the Contractor commences work. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The Town project/contract shall be noted on the certificates of insurance.

The policies shall contain, or be endorsed to contain, the following provisions:

- a. Additional Insured. The Town, its officers, officials, agents, employees and volunteers must be named as Additional Insured under the following policies:
 - a. Commercial General Liability
 - b. Automobile Liability
 - c. Excess Liability – Follow Form to underlying insurance as required.
- b. Broad Form. The Contractor's insurance shall contain broad form contractual liability coverage.
- c. Primary Insurance. Contractor's insurance coverage must primary insurance with respect to the Town, its officers, officials, agents, employees and volunteers as to performance of subject contract. Any insurance or self-insurance maintained by the Town, its officers, officials, agents and employees, shall be in excess of the coverage of the Contractor's insurance and shall not contribute to it.
- d. Each Insured. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Not Limited. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
- f. Waiver of Subrogation. All policies, except Professional Liability insurance, if applicable, shall contain a waiver of subrogation against the Town, its officers, officials, agents, employees and volunteers for losses arising from work or services performed by Contractor under this contract.
- g. Notice of Cancellation. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits unless prior written notice has been given to the Town.

Policies. The Town reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this contract at any time. The Town shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The Town's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the Town's right to insist on strict fulfillment of Contractor's obligations under this contract.

Requirement to Procure and Maintain. Each insurance policy required by this contract shall be in effect at, or

before, commencement of work under this Contract and shall remain in effect until all Contractor's obligations under this contract have been met, including any warranty periods. The Contractor's failure to maintain the insurance policies as required by this contract or to provide timely evidence of renewal will be considered a material breach of this contract.

36. **FUND APPROPRIATION CONTINGENCY:** The Contractor understands that the continuation of this contract after the close of any given fiscal year of Town, which ends on June 30, shall be subject to the Town's budget providing for the contract item as an expenditure. The Town cannot assure that the budget item for funding this contract will be approved in the future, as such assurance would be a legislative and policy determination of the Town Council at the time of the adoption of the budget. Should the funding of the contract not be approved by the Town Council, the Town may terminate this contract as of the close of its fiscal year. The Town represents that it intends to pay all monies due, if such funds have been legally appropriated.
37. **COOPERATIVE USE OF CONTRACT:** this contract may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and Town.
38. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials and/or services in each installment of lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials and/or services or a default of any nature, at the option of the Town, shall constitute a breach of the contract as a whole, unless otherwise determined by the Town in its sole discretion. The Town may elect by a written determination to do any or all of the following:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.
39. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
40. **IMMIGRATION LAW COMPLIANCE:** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this contract and is subject to penalties up to and including termination of this Contract. Town of Paradise Valley ("Town") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Contract to ensure that Contractor or any subcontractor is compliant with the warranty described above. Town may conduct random inspections, and upon request of the Town, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the Town during normal business hours and will cooperate with Town in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this contract the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the Town. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this contract the same obligations above and expressly accrue those obligations to the benefit of the Town. Contractor's warranty and obligations under this Section I to the Town is continuing throughout the term of this contract or until such time as the Town determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
41. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

42. **COMPLIANCE WITH APPLICABLE LAW:** In the performance of this contract, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and Town, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act, and any other federal or state laws applicable to this contract.

Contractor warrants, for the term of this contract and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the Town, and Contractor shall have all remedies afforded by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Town. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the Town may cancel this contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town or any of 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 of the contract with respect to the subject matter of the contract.

43. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire contract of the Parties with respect to its subject matter, and all previous contracts, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral contracts have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written contract executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written contract signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
44. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the contract.
45. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the

delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

46. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
47. **RIGHT TO AUDIT RECORDS:** The Town may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the Town.
48. **RIGHT TO INSPECT PLANT:** The Town may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
49. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the Town is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Town shall not alter or affect the obligations of the Contractor or the rights of the Town under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
50. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the Town until the Town actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
51. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
52. **LIENS:** All materials, service or construction shall be free of all liens, and if the Town requests, a formal release of all liens shall be delivered to the Town.
53. **PATENTS AND COPYRIGHTS DEVELOPED:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Town and shall not be used or released by the Contractor or any other person except with the prior written permission of the Town.
54. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN TOWN PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Town's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.