

AGREEMENT FOR PROFESSIONAL SERVICES
with
KIMLEY HORN

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made and entered into this ___ day of _____, 20__ by and between the Town of Paradise Valley (“**TOWN**”), and Kimley-Horn and Associates, Inc. a North Carolina corporation authorized to do business in Arizona, (“**Consultant**”), whose principal place of business is located at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina, 27601, each a “**Party**” and collectively “**Parties.**”

RECITALS

WHEREAS, the Town desires to contract for design services for medians, intersection improvements, and decorative hardscape improvements on portions of Lincoln Drive, as more fully described in the Scope of Services, attached hereto as **Exhibit A** (“Services”); and

WHEREAS, Consultant possess the specific skill and experience required to perform the Services; and

WHEREAS, the Parties desire to enter into an agreement to whereby Consultant shall perform the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until June 30, 2021 or until all Services are completed and satisfactory to the Town, whichever is earlier, unless terminated as otherwise provided in this Agreement. Upon Consultant’s written request, the term of this Agreement may be extended up to an additional six (6) months with the written approval of the Town.

2. Scope of Work. Consultant shall provide the Services described in the Scope of Services, Prepared May 21, 2019 by Kimley Horn, attached hereto as **Exhibit A** and incorporated herein by reference.

3. Compensation. Town shall pay Consultant an amount not to exceed Two Hundred Thirty Four Thousand Eight Hundred Sixty Five Dollars (\$234,865.00) for the Services at the rates set forth in the Fee Proposal, attached hereto as part of **Exhibit A** and incorporated herein by reference.

4. Invoice Payments. Consultant will submit monthly invoices to the Town no later than the fifth day of each month for the Services completed the prior month and the invoices will be processed for payment as stated below. Each invoice shall be submitted to the Town Project Manager, or such other person as may be designated in writing by the Town.

4.1 Each invoice shall document and itemize all work completed during the prior month. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

4.2 Town shall diligently review each invoice and notify the Consultant in writing of any contested or disputed amount within 10 days of receipt of the invoice. Invoiced amounts shall be presumed to be correct unless contested in writing by Town. Upon satisfaction of the Town's concerns, the disputed invoice item will be processed for payment with the then-pending monthly invoice.

4.3 Town shall pay Consultant all uncontested amounts within 30 days of the invoice date. If Town fails to pay an invoice when due, Consultant may suspend all Services until such invoice is paid in full, provided that Consultant shall first notify Town in writing of the failure to pay the invoice within the 30-day period, after which Town shall have ten (10) business days to cure the payment failure, and upon no cure having been made, to then suspend all Services.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications. In the event the Town and Consultant cannot agree on assignment of key personnel, the Town shall have the right to terminate the Agreement.

7. Licenses; Materials. Consultant shall maintain in current status all federal,

state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

8. Performance Warranty: Standard of Care. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

9. Indemnification.

9.1 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee, volunteer 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, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

9.2 This indemnity and hold harmless provision applies even if a Claim is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Claim results from the negligence, breach of a responsibility, or other fault of Consultant or of any person or entity for whom Consultant is responsible.

9.3 Consultant is not required to indemnify any Indemnified Parties for, from, or against any Claim resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

10. Insurance. Without limiting any obligations or liabilities of the Consultant, the Consultant must procure and maintain, until all of its obligations have been discharged, including any warranty periods under this Agreement are satisfied, the required minimum insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work or services by the Consultant, his agents, representatives, employees, or Subcontractors.

10.1 Insurer Qualifications. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A.

M. Best's rating of no less than B++6. The TOWN in no way warrants that the above required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

10.2 No Representation of Coverage Adequacy. The TOWN in no way warrants that the minimum limits are sufficient to protect the Consultant from liabilities that might arise out of the performance of the agreed contract services under this Agreement by the Consultant, his agents, representatives, employees, Subcontractors or Sub consultants and the Consultant is free to purchase any additional insurance as may be determined necessary. The TOWN will not pay for higher limits, but if the Consultant pays for insurance with higher limits, the Consultant will name the TOWN and its council members, officers, employees, volunteers and agents thereof as an additional insured on any additional insurance. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

10.3 Self-Insured Retentions. Any self-insured retentions and deductibles must be declared to and approved by the TOWN. If not approved, the TOWN may require that the insurer reduce or eliminate any self- insured retentions with respect to the TOWN, its council members, officers, officials, agents, employees, and volunteers.

10.4 Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its council members, officers, directors, employees, volunteers and agents (collectively "Additional Insureds") as Additional Insured as specified under the respective coverage sections of this Agreement.

10.5 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

10.6 Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town Additional Insureds. Any insurance maintained by the Town or any other Additional Insureds shall be in excess of the Consultant's insurance and shall not contribute with it.

10.7 Waiver. All policies, except for Professional Liability, including

Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its council members, officers, directors, employees, volunteers and agents for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

10.8 Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

10.9 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions and insurance requirements set forth in this Agreement protecting the Town and Town Additional Insureds. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

10.10 Evidence of Insurance. Before commencing any work or services under this Contract, the Consultant must furnish the Project Manager with Certificate(s) of Insurance, or formal endorsements issued by the Consultant'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 Consultant must forward renewal Certificates to the Town within 10 days after the renewal date containing all the necessary insurance provisions. Certificates of insurance shall specifically include the following provisions:

10.10.1 The Town, its council members, officers, directors, employees, volunteers and agents are Additional Insureds.

10.10.2 Excess Liability - Follow Form to underlying insurance.

10.10.3 Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

10.10.4 All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its

agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

10.11 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products- completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 0 IO 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 IO 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall 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.

10.12 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

11. Reserved

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4. Conflict of Interest. This Agreement is subject to the provisions of

ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement 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 this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that 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 Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the Maricopa County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement 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, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parole Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.9 Subcontracts. Except as set forth in Exhibit A, no subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.10 Rights and Remedies. No provision in this Agreement 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 this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or

not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

13.3.1 Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

13.3.2 Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered in person to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:	Town of Paradise Valley 6401 East Lincoln Drive Paradise Valley, AZ 85253 Attn: Town Manager
With copy to:	Town of Paradise Valley 6401 East Lincoln Drive Paradise Valley, AZ 85253 Attn: Andrew Miller, Town Attorney
If to Consultant:	Chris Woolery, P.E. Kimley-Horn and Associates, Inc. 7740 North 16 th Street, Suite 300 Phoenix, AZ 85020

or at such other address, and to the attention of such other person or officer, as any party may designate in in writing.

13.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-440 I, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REv. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 Israel Boycott. Consultant certifies that it is not currently engaged in, and

agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Services or the Fee Proposal, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2019.

TOWN OF PARADISE VALLEY
an Arizona municipal corporation

KIMLEY-HORN AND ASSOCIATIONS, INC.
a North Carolina corporation

By: _____
Jill B. Keimach
Town Manager

By: _____
Printed Name: _____
Its: _____

ATTEST:

APPROVED AS TO FORM

Duncan Miller, Town Clerk

Andrew Miller, Town Attorney

EXHIBIT "A"

Scope of Services and Fee Proposal
Prepared May 21, 2019
(See Attached)



TOWN OF PARADISE VALLEY

**LINCOLN DRIVE – 32ND STREET TO TATUM BOULEVARD
MEDIAN IMPROVEMENTS**

**LINCOLN DRIVE - TATUM BOULEVARD TO MOCKINGBIRD LANE
MEDIAN IMPROVEMENTS**

**LINCOLN DRIVE & INVERGORDON ROAD
INTERSECTION IMPROVEMENTS**

**LINCOLN DRIVE
DECORATIVE HARDSCAPE IMPROVEMENTS**

SCOPE OF SERVICES

Prepared May 21, 2019

These projects consist of median and aesthetic improvements to approximately 4 ½ miles of Lincoln Drive from 32nd Street to Mockingbird Lane and improvements to the intersection of Lincoln Drive and Invergordon Road for the Town of Paradise Valley (Town). The median improvements are intended to precede the Town's separate mill and replace rubberized asphaltic concrete pavement project. The improvements are separated into 4 separate projects, specifically described below:

Lincoln Drive – 32nd Street to Tatum Boulevard Median Improvements

Lincoln Drive – Tatum Boulevard to Mockingbird Lane Median Improvements

- Replacement of the existing extruded curb in the raised median on Lincoln Drive with MAG standard single curb.
- Addition and modification of raised median islands on Lincoln Drive for improved landscaping, traffic operations and safety.
- Addition of supplemental ITS infrastructure at Hillside Drive, Town Hall, signalized intersections, and minor areas (500 feet or less) that may be missing or have damaged existing ITS infrastructure.
- Installation of new landscaping within the new and existing median islands consistent with Town standards and the Town's Visually Significant Corridors Plan.
- Installation of landscape irrigation in existing and proposed median islands that do not have existing landscape irrigation and are currently hand-watered by the Town.

Lincoln Drive & Invergordon Road Intersection Improvements

- Roadway widening, traffic signal modifications, and new ribbon curb for approximately 600 feet on the west side of Invergordon Road, north of Lincoln Drive,

to tie-in to existing curb on the north and line up with the existing curb line on Invergordon Road south of Lincoln Drive.

Lincoln Drive Decorative Hardscape Improvements

- Decorative hardscape improvements at the intersection of Lincoln Drive and Tatum Boulevard consistent with the Town’s Visually Significant Corridors Plan.

Design will consist of the following submittal stages:

- Design Concept
- 95% Design Submittal
- 100% (Sealed) Design Submittal

For the 95% Design Submittal through the 100% (Sealed) Design Submittal, the Town will receive one full size (22-inch by 34-inch) and three half size (11-inch by 17-inch) hard copies, two hard copies of all reports, estimates and technical specifications (when required), and an electronic version in PDFs of all deliverables.

The following is a list of specific information to be provided at each design submittal:

	Design Concept	95%	100%
Access Evaluation	X		
Traffic Memorandum		X	
Design Concept Roll Plots	X		
Cover Sheet		X	X
General Notes Sheet		X	X
Typical Sections		X	X
Paving Sheets		X	X
Miscellaneous Details Sheets		X	X
Signing/Pavement Marking Details		X	X
Landscape & Irrigation Sheets		X	X
Quantities/Estimate	X	X	X
Technical Specifications		X	X
Utility Clearance Letters			X

Task 1. Access Evaluation

Lincoln Drive – 32nd Street to Tatum Boulevard Median Improvements

Lincoln Drive – Tatum Boulevard to Mockingbird Lane Median Improvements

- a. Kimley-Horn access evaluation will be based on City of Scottsdale Design Standards Manual and Policy Manual (DSPM), American Association of State Highway

and Transportation Officials (AASHTO) Geometric Design of Highway and Streets manual, and Transportation Research Board (TRB) Access Management Manual.

- b. Kimley-Horn will conduct a qualitative traffic analysis to analyze existing and proposed access on Lincoln Drive. Priority access points and median breaks will be given to police/fire, larger commercial resorts, signalized intersections, and the major side streets. Locations will be defined in coordination with Town staff prior to generating the initial median layout.
- c. Traffic data (if needed) can be provided by the Town for each signalized intersection within the projects limits (6 signalized intersections). The traffic data will be utilized to define the minimum storage length requirements for the left turn lanes at the signalized intersections on Lincoln Drive. Cross streets at the signalized intersections are NOT included in the storage length evaluation.
- d. Kimley-Horn will conduct a field review during the AM (7 to 9) and PM (4 to 6) peak periods to observe traffic operations within the corridor. A video driving through the project limits each direction will be collected and utilized as part of the analysis for each peak period.
- e. Kimley-Horn will work with Town Staff for other driveway and minor street locations to develop access alternatives throughout the corridor to improve traffic operations and safety. Access alternatives could include restricting to right in/right out only, $\frac{3}{4}$ access, and full access. Kimley-Horn will prepare up to 10 access alternative exhibits along the project limits.
- f. Kimley-Horn does not anticipate any driveway improvements so closure of driveways, consolidation of driveways and/or identifying shared access locations is not included with this scope of work.
- g. Kimley-Horn's scope of work include preparing for and attending up to 3 meetings with Town council or council staff.
- h. Kimley-Horn will develop a traffic memorandum summarizing the evaluation process including identifying existing conditions, observation of traffic operations, and recommendations for access. A draft traffic memo will be submitted to Town staff for review and comment. Kimley-Horn will address and resolve comments with Town staff. Kimley-Horn will finalize the traffic memo based on the comment resolution with Town staff. Each submittal will consist of electronic (PDF) document.

Task 2. Roadway Design**Lincoln Drive – 32nd Street to Tatum Boulevard Median Improvements****Lincoln Drive – Tatum Boulevard to Mockingbird Lane Median Improvements**

- a. Kimley-Horn will prepare a design concept roll plot for 4-1/2 miles of Lincoln Drive which will show conceptual design for the following items:
 - i. Limits of median replacement and new medians
 - ii. General plant palette and materials concepts
- b. Kimley-Horn will design approximately 4-1/2 miles of median curb reconstruction or new construction along Lincoln Drive between 32nd Street and Mockingbird Lane. Design of the curb median will be based on sawcut of existing pavement and matching existing grades. Separate curb profile design is not included in this scope of services.
 - i. Paving Plan sheets will include ITS construction notes and Native Plant Preservation information.
- c. Kimley-Horn will establish the Lincoln Drive monument line based on existing survey monuments. The monument line will be used as the construction centerline of the median improvements on Lincoln Drive.
- d. The following sheet list is anticipated for the final construction documents:
 - Cover Sheet (1 Sheet)
 - General Notes (1 Sheet)
 - Typical Sections (1 Sheet)
 - Miscellaneous Details Sheets (4 Sheets)
 - Lincoln Drive Paving Plans (Triple Stacked) (20 Sheets) (1-inch = 20-foot scale)

Lincoln Drive & Invergordon Road Intersection Improvements

- e. Kimley-Horn will prepare a design concept exhibit for 600 feet of Invergordon Road which will show conceptual design for the following items:
 - i. Limits of new ribbon curb along west side of Invergordon Road
 - ii. Proposed traffic signal relocation and curb ramp reconstruction at intersection of Lincoln Drive and Invergordon Road
- f. Kimley-Horn will design approximately 600 feet of roadway widening and ribbon curb on the west side of Invergordon Road, north of Lincoln Drive, to tie in to existing curb on the north and line up the with the existing curb on the south side of Lincoln Drive.
 - i. Curb profile information is included for the new ribbon curb.
 - ii. Removals, signing & marking, plant inventory, and landscape/irrigation restoration will be shown on the paving plan

- g. The following sheet list is anticipated for the final construction documents:
- Invergordon Road Paving Plan & Profile (2 Sheets) (1-inch = 20-foot scale)

Lincoln Drive Decorative Hardscape Improvements

- h. Kimley-Horn will prepare design concept exhibits (up to 4) for the aesthetic improvements to the intersection of Lincoln Drive and Tatum Boulevard.
- i. Kimley-Horn will design decorative hardscape improvements consistent with the Town's Visually Significant Corridors Plan.
- i. Pavement profile design will not be provided.
 - ii. Removals and pavement marking restoration will be shown on the hardscape plan.
- j. The following sheet list is anticipated for the final construction documents:
- Lincoln Drive & Tatum Boulevard Hardscape Plan (1 Sheet) (1-inch = 20-foot scale)
- k. The decorative hardscape improvements may consist of a stand-alone plan set that requires cover and general notes sheets.

Task 3. ITS Design**Lincoln Drive – 32nd Street to Tatum Boulevard Median Improvements****Lincoln Drive – Tatum Boulevard to Mockingbird Lane Median Improvements**

- a. Kimley-Horn will design supplemental ITS infrastructure along Lincoln Drive that includes adding additional vaults/pull boxes, a conduit stub across Lincoln Drive to the North at Hillside Drive which will be intercepted by a future ITS project on Foothills Drive, a conduit connection to a current project at the Town Hall, and connections to the signalized intersections within the project limits.
- i. Mainline conduit for Lincoln Drive is assumed to be existing and is not included in this design, with the exception if there is damaged or missing
- b. ITS design will be based on the City of Scottsdale Design Standards and Policy Manual (DSPM) (or other municipal standards as approved by the Town).
- c. ITS fiber design is not included.
- d. ITS design will be shown on the roadway plan sheets. No separate ITS plans will be created for this project.

Task 4. Signal Design

Lincoln Drive & Invergordon Road Intersection Improvements

- a. Kimley-Horn will prepare design and construction documents for modification of the existing traffic signal at the intersection of Lincoln Drive and Invergordon Road. Improvements are anticipated to include relocation of the existing signal poles on the northwest corner of the intersection to accommodate roadway improvements associated with the realignment of Invergordon Road.
- b. Signal design will be based on the Manual for Uniform Traffic Control Devices, 2009 Edition (MUTCD) and the City of Scottsdale Design Standards and Policy Manual (DSPM) (or other municipal standards as approved by the Town).
- c. Kimley-Horn will prepare signal plans at a 20-scale. The following sheet list is anticipated for the final construction documents:
 - Traffic Signal Removal Sheet (1 Sheet)
 - Traffic Signal Layout Plan Sheet (1 Sheet)
 - Traffic Signal Pole Schedule and Conductor Schedule Sheet (1 Sheet)

Task 5. Signing & Pavement Marking Design

Lincoln Drive – 32nd Street to Tatum Boulevard Median Improvements

Lincoln Drive – Tatum Boulevard to Mockingbird Lane Median Improvements

- a. Kimley-Horn will develop a signing and pavement marking design to include only the areas of the project impacted by roadway and aesthetic improvements, including median signing, center-turn lane markings, left turn lane markings, and intersection markings. All other signing and pavement marking improvements are assumed to be addressed as part of the Town's separate mill and replace asphaltic concrete project.
- b. Kimley-Horn will develop traffic signing and striping details at a 1"= 40' scale at spot locations as described above and shall include the following sheets:
 - General Signing and Striping Notes Sheet (1 Sheet)
 - Striping and Signing Detail Sheets (3 Sheets)

Task 6. – Landscape and Irrigation Design

Lincoln Drive – 32nd Street to Tatum Boulevard Median Improvements

Lincoln Drive – Tatum Boulevard to Mockingbird Lane Median Improvements

- a. Kimley-Horn will inventory and catalogue existing plant material within the medians of Lincoln Drive. Inventoried material will include Trees, four (4) inch caliper and greater and Cacti, three (3) feet height and greater. Kimley-Horn will prepare Native Plant Preservation Plans following the requirements of the Town of Paradise Valley Native Plant Preservation Ordinance and shall identify plants to remain in place,

plants to be relocated on site, plants to be relocated off-site, and plants to be removed due to unsalvagability.

- i. Information for Native Plant Preservation will be shown on the Paving Plans and not separate Native Plant Preservation Sheets.
 - ii. Existing native plants beyond the outside curbs of Lincoln Drive are not included.
- b. Kimley-Horn will develop a landscape layout for the raised medians along Lincoln Drive specifying trees, shrubs, groundcover, and inert materials consistent with the Town’s Visually Significant Corridors Plan.
- i. Character areas from the Town’s Visually Significant Corridors Plan will be identified and addressed with the median landscaping design.
 - ii. Landscape, hardscape, furniture, etc. improvements beyond the outside curbs of Lincoln Drive are not included.
- c. Kimley-Horn will develop an irrigation design for the existing and proposed raised medians along Lincoln Road that do not currently have landscape irrigation. Kimley-Horn will show modifications to existing irrigation systems to those medians that currently have irrigation but that will be impacted with new landscape installation. The design will include an automatic, underground irrigation system showing the location, size, and type of irrigation controllers, valves, irrigation sleeves, laterals, and mainline pipe. Kimley-Horn will coordinate with Town Public Works staff for infrastructure and equipment preferences.
- d. Kimley-Horn will prepare Landscape and Irrigation plans at a 1-inch = 20-foot scale. All plans will be triple stacked. The following sheet list is anticipated for the final construction documents:
- Native Plant Preservation Plan Cover Sheet (1 Sheet)
 - Landscape and Irrigation Plans Cover Sheet, including notes, materials schedules, and quantities (1 Sheet)
 - Landscape Plan Sheets (Triple Stacked) (10 Sheets) (1-inch = 20-foot scale)
 - Landscape Details (2 sheet)
 - Irrigation Plan Sheets (Triple Stacked) (10 Sheets) (1-inch = 20-foot scale)
 - Irrigation Details (2 Sheets)

Task 7. – Opinion of Probable Cost/Technical Specifications

- a. An opinion of probable cost will be prepared and submitted at the design concept, 95% and 100% stages.
 - Quantities will be presented on the plan sheets and also in a separate quantity spreadsheet for the Town, using custom bid items based on MAG items

- b. Technical special provisions will be prepared for the 95% and 100% (Sealed) submittals. The specifications will be prepared utilizing MAG format.

Task 8. – Utility & Right-of-Way Coordination

- a. Kimley-Horn will be responsible for contacting and coordinating with utility companies in the area and informing them of the design plans for the project. Kimley-Horn will obtain utility maps showing existing facilities within the project limits.
- b. Kimley-Horn will use the information obtained from utility companies to prepare a utility base map in CAD format.
- c. Kimley-Horn will prepare utility clearance letters to send to the utility companies in the area. Signed clearance letters will be obtained and provided to the Town, if requested.
- d. Kimley-Horn will work with the utility companies to identify any potential utility conflicts and will communicate these conflicts with the Town.
 - i. No utility coordination meetings are included.
- e. Kimley-Horn will prepare an existing right-of-way base map based on the existing GIS data and Maricopa County Assessor Mapping.

Task 9. - Project Management

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

Task 10. - Meetings

- a. Kimley-Horn will attend seven (7) progress meetings with the Town as a part of this project. These meetings are anticipated to combine major meeting subjects such as progress, resolution of design submittal comments, and Council workshop/presentation meetings.
- b. Kimley-Horn will attend two (2) public meetings anticipated to be scheduled after the design concept stage and just prior to construction.
- c. Kimley-Horn will attend two (2) private stakeholder meetings.
- d. Kimley-Horn will be responsible for preparing meeting agendas, exhibits, and notes.
- e. Kimley-Horn will prepare a summary of comments received following each submittal. These comments will be addressed and responses will be provided.
- f. Any meetings beyond those listed above will be considered additional services.

Task 11. – Post-Design Services

Lincoln Drive – 32nd Street to Tatum Boulevard Median Improvements

Lincoln Drive – Tatum Boulevard to Mockingbird Lane Median Improvements

Lincoln Drive & Invergordon Road Intersection Improvements

- a. Kimley-Horn will attend four (4) construction meetings with the Town as a part of this project.
- b. Kimley-Horn will respond to RFIs and review shop drawings.
- c. Kimley-Horn will visit the plant nursery during post-design to verify the proposed plants will meet Town standards and requirements.
- d. Kimley-Horn will attend the Contractor's substantial completion walk and checklist meeting.
- e. Kimley-Horn will prepare asbuilt drawings after construction.

SUBCONSULTANT BASIC SERVICES

Task 12. – Survey (RLF Consulting)

- a. RLF Consulting will perform the control and topographic survey for this project. RLF Consulting's scope of services is included with this fee proposal.

Task 13. – Public Outreach (MakPro)

- a. MakPro will perform public outreach services for this project. MakPro's scope of services are included with this fee proposal.

KIMLEY-HORN ALLOWANCES

Task 14. - Expenses (Allowance)

- a. This allowance is for expenses anticipated for this project including: telecommunications, in-house reproduction, postage, deliveries, supplies, and project-related computer time.

OTHER EXCLUSIONS

- a. Drainage design or report are not included.
- b. Geotechnical evaluation or report are not included.
- c. Environmental services are not included.

- d. Construction management or inspection is not included.
- e. Utility potholing is not included.
- f. Right-of-way staking is not included.
- g. SWPPP/erosion control plans/details are not included.
- h. Land acquisition services such as appraisals, developing offers, etc are not included.
- i. Town is responsible for all associated permit fees, including plan review fees.

**Town of Paradise Valley
Lincoln Drive Median Improvements
32nd Street to Mockingbird Lane
Fee Proposal**

Project Breakdown					Project Manager	Senior Professional	Professional	Analyst	Designer	Admin	
L - 32 to T	L - T to M	L & Inv	L & T	TASK DESCRIPTION	SUBTOTAL	\$ 200.00	\$ 175.00	\$ 155.00	\$ 135.00	\$ 115.00	\$ 70.00
1. ACCESS EVALUATION					22,585.00	24	4	22	57	52	0
X	X			Traffic Access Median Evaluation & Initial Layout	3,060.00	3			8	12	
X	X			Field Review (AM & PM Peak Period)(Video)	1,930.00	1			6	8	
X	X			Lincoln Drive Storage Lengths at Signalized Intersections (6-locations)	1,430.00	1		2		8	
X	X			Minor Street/Driveway Access Alternatives (up to 10 locations)	8,550.00	4	4	12	18	24	
X	X			Town Council and/or Staff Meetings (related to access evaluation) (up to 3 Mtgs)	3,015.00	9			9		
X	X			Lincoln Median and Access Traffic Memorandum (Draft and Final)	4,600.00	6		8	16		
2. ROADWAY DESIGN					57,330.00	8	26	50	126	214	-
X	X	X	X	Design Concept Roll Plots	3,540.00			4	8	16	
X	X	X	X	Cover Sheet (1 Sheet)	1,040.00			2	2	4	
X	X	X	X	General Notes Sheet (1 Sheet)	1,040.00			2	2	4	
X	X			Typical Section Sheet (1 Sheet)	1,040.00			2	2	4	
X	X			Miscellaneous Details Sheets (4 Sheets)	4,120.00			6	10	16	
X	X			Lincoln Dr Paving Plans (Triple Stacked) (1" = 20') (20 Sheets)	39,500.00	8	22	30	90	150	
		X		Invergordon Road Paving Half Plan & Profile (1" = 20') (2 Sheets)	5,240.00		4	4	12	20	
		X		Lincoln Dr & Tatum Blvd Intersection Hardscape Plan Sheet (1"=20')(1 Sheet)	1,810.00		2		4	8	
3. ITS DESIGN					8,380.00	-	10	14	16	20	-
X	X			ITS Design	8,380.00		10	14	16	20	
4. SIGNAL DESIGN					13,920.00	0	10	34	0	60	0
		X		Field Review	620.00			4			
		X		Signal Removal Sheet (1 Sheet)	2,660.00		2	6		12	
		X		Signal Layout Sheet (1 Sheet)	5,320.00		4	12		24	
		X		Pole Schedule and Conductor Schedule (1 Sheet)	5,320.00		4	12		24	
5. SIGNING AND PAVEMENT MARKING DESIGN					7,365.00	2	6	8	12	16	-
X	X			Signing & Pavement Marking General Notes Sheet (1 Sheet)	1,215.00		1	2	2	4	
X	X			Signing & Pavement Marking Detail Sheets (3 Sheets)	6,150.00	2	6	8	12	16	
6. LANDSCAPE AND IRRIGATION DESIGN					28,370.00	-	24	0	70	128	-
X	X			Field Inventory	1,620.00				12		
X	X			Plant palette and materials board	1,810.00		2		4	8	
X	X			Native Plant Preservation Plan Cover Sheet (1 Sheet)	770.00		1		1	4	
X	X			Landscape and Irrigation Plans Cover Sheet (1 Sheet)	770.00		1		1	4	
X	X			Landscape Plan Sheets (1" = 20')(Triple Stacked)(10 Sheets)	10,160.00		8		24	48	
X	X			Landscape Details (2 Sheets)	1,540.00		2		2	8	
X	X			Landscape Irrigation Plan Sheets (1" = 20')(Triple Stacked)(10 Sheets)	10,160.00		8		24	48	
X	X			Landscape Irrigation Details (2 Sheets)	1,540.00		2		2	8	
7. OPINION OF PROBABLE COST/TECHNICAL SPECIFICATIONS					8,920.00	4	4	36	-	16	-
X	X	X	X	Quantities	3,780.00		4	8		16	
X	X	X	X	Opinion of Probable Cost	1,240.00			8			
X	X	X	X	Specifications	3,900.00	4		20			
8. UTILITY & RIGHT-OF-WAY COORDINATION					5,910.00	-	-	4	24	2	4
X	X	X	X	Blue Stake & Collect Utility Maps	510.00					2	4
X	X	X	X	Utility Base Map	1,080.00				8		
X	X	X	X	Utility Conflict Review, Coordination & Clearance Letters	2,780.00			4	16		
X	X	X	X	Existing Right-of-Way Base Map	1,540.00			4		8	

**Town of Paradise Valley
Lincoln Drive Median Improvements
32nd Street to Mockingbird Lane
Fee Proposal**

Project Breakdown						Project Manager	Senior Professional	Professional	Analyst	Designer	Admin
2 to T	to M	nv		TASK DESCRIPTION	SUBTOTAL	\$ 200.00	\$ 175.00	\$ 155.00	\$ 135.00	\$ 115.00	\$ 70.00
				9. PROJECT MANAGEMENT	7,540.00	29	-	4	-	-	16
X	X	X	X	Contract Management	1,360.00	4					8
X	X	X	X	Project Management/Documentation	2,360.00	9					8
X	X	X	X	Subconsultant Coordination	620.00			4			
X	X	X	X	QA/QC	3,200.00	16					
				10. MEETINGS	13,495.00	26	-	41	-	12	8
X	X	X	X	Town and/or Council Meetings (up to 7 Mtgs)	6,055.00	14		21			
X	X	X	X	Prepare Summary of Comments w/ Resolution	1,180.00			4			8
X	X	X	X	Private Stakeholder Meetings (2 Mtgs)	2,130.00	6		6			
X	X	X	X	Public Meetings (2 Mtgs)	2,130.00	6		6			
X	X	X	X	Public Meetings Exhibits	2,000.00			4		12	
				11. POST-DESIGN SERVICES	10,150.00	-	6	12	40	16	-
X	X	X		Construction Meetings (up to 4 Mtgs)	1,550.00			10			
X	X	X		RFIs/Shop Drawings/Substantial Completion Walk	5,400.00				40		
X	X	X		Nursery Plant Review	1,050.00		6				
X	X	X		Asbuilts	2,150.00			2		16	
				SUBTOTAL DIRECT LABOR	183,965.00	91	78	205	293	504	28
				SUBCONSULTANTS TASKS							
				12. SURVEY	24,150.00						
X	X	X	X	Control and Topographic Survey	24,150.00						
				13. PUBLIC OUTREACH	16,000.00						
X	X	X	X	Public Outreach Services	16,000.00						
				KIMLEY-HORN ALLOWANCES							
				14. EXPENSES	750.00						
X	X	X	X	General Expenses	750.00						
				OWNERS ALLOWANCES							
				OWNERS ALLOWANCE	10,000.00						
X	X	X	X	Owners Allowance	10,000.00						
				CONTRACT TOTAL	234,865.00						
				PROJECT BREAKDOWN							
				Lincoln Drive - 32nd Street to Tatum Boulevard Median Improvements	97,500.00						
				Lincoln Drive - Tatum Boulevard to Mockingbird Median Improvements	97,500.00						
				Lincoln Drive & Invergordon Road Intersection Improvements	29,865.00						
				Lincoln Drive Decorative Hardscape Improvements	10,000.00						



May 13, 2019

Project: **Town of Paradise Valley– Lincoln Drive Medians**

Reference: **Land Surveying & Right of Way Services**

Dear Mr. Marks,

RLF Consulting is pleased to submit this proposal for Land Surveying Services in support of 4.5 miles of roadway improvements along Lincoln Drive from 32nd Street to Mockingbird Land in Paradise Valley, AZ.

Survey Assumptions-

- This scope is based upon requests and exhibits provided on 05/03/2019 via electric correspondence.
- Horizontal Datum will be based on the Arizona Coordinate System, 1983, Central Zone, scaled from a tangent plane method by a combined grid factor (grid-scale factor multiplied by elevation factor) to achieve ground distances. Vertical Datum will be on NAVD-88 or as specified by the municipality.
- Existing Right of Way lines will be established based on public data and field data collected.
- RLF will use traditional survey methodology along with UAS obtained close range photogrammetric data to produce high precision 3D models to produce topographic mapping in support of ground survey obtained data.
- RLF will produce a 3D point cloud of the subject terrain and all feature objects with an overall precision of +/- 1-3mm per pixel. The client can extract geospatial data as needed from the 3D point cloud.
- RLF will produce a geo-referenced ortho-rectified aerial image with a GSD (Ground Sampling Distance) of 0.70 inch/pixel.
- RLF's designated PIA (Pilot in Command) shall contact the Paradise Valley project manager 24 hours before the commencement of any UAS flight operations.

Task 01 – Control and Topographic Survey:

Survey Requirements-

- Survey control, section line/monument line, monumentation, etc. for Lincoln Drive, N/S section lines, and major N/S roadway centerlines (including Invergordon Rd).
- Aerial mapping (to scale)
 - Planimetric 2D data obtained from aerial survey for 400' width, 200' on each side of the section line of Lincoln Drive.
- 2D Design level survey linework (existing curb, gutter, sidewalk, etc.) for features within about 50'-60' from the section line on each side of Lincoln Dr centerline



- Invergordon Rd (per client exhibit)
 - 750' of aerial (400' width, 200' on each side) on centered on Invergordon Rd, north of Lincoln Dr
 - 750' of hard shots (cross sections) on the full roadway and features (driveways, sidewalk, natural ground, etc.) within the existing 40' right-of-way on the west side.
 - Locate subsurface utility makings to be on the ground at time of survey (if present).

Topographic Survey.....\$24,150

Total Fee (Not to Exceed)\$24,150

NOTES:

1. The following services, if required, will be provided upon separate written authorization by the Client.
 - a. Additional title reports and/or mapping of additional documents.
 - b. Legal Descriptions and exhibits outside of this scope of services.

Sincerely,

RLF CONSULTING, LLC

ACCEPTED BY:

By: _____

Printed Name and Title

Date



MakPro Services, LLC
2036 N. Gentry • Mesa, AZ 85213

Office: 480-890-1927
Email: teresa@makprosvc.com

May 8, 2019

Mr. Chris Woolery
Kimley-Horn
7740 N. 16th Street, Suite 300
Phoenix, Arizona 85020

Dear Chris:

MakPro Services, LLC (MakPro) is pleased to provide the following proposal for public involvement during design for improvements to the Town of Paradise Valley's Lincoln Drive, from 32nd Street to the Town limits at Mockingbird Lane. This project will replace the existing extruded curb in the raised median on Lincoln Drive with MAG standard single curb, add or modify raised median islands on Lincoln Drive for improved landscaping, traffic operations and safety; install new ITS fiber and fiber infrastructure along the project limits, as needed; install new landscaping and landscape irrigation within the new and existing median islands consistent with the Town's Visually Significant Corridors Plan; and decorative sidewalk improvements to the intersection of Lincoln Drive and Tatum Boulevard consistent with the Town's Visually Significant Corridors Plan. Public involvement and outreach is an important element in projects such as this that take place in corridors which impact private residences along with major resorts, and provides a link between the project and the community it impacts.

This scope of work is based on the information you provided, and this estimate includes incidental meeting preparation, facilitation, meeting materials and equipment. Specifically, this cost estimate includes:

- Community research at mobilization for first public meeting **(4 hrs)**
- One planning meeting and preparation prior to each of two scheduled public meetings **(6 hrs)**
- Development, preparation, and coordination of printing and distribution for meeting notifications for two (2) public meetings **(20 hrs)**
- Meeting notification expenses: distribution based on 1/2-mile radius, 2-to-1, color mailers; approx. 3,100 addresses, \$0.67/piece printing and \$0.55/piece postage = ~\$3,800 X 2 mtgs = **\$7,600.00**
- Business coordination/visits for public meeting notifications **(8 hrs)**
- Scheduling, preparation, attendance, and meeting note documentation for two (2) public meetings **(10 hrs X2 for associate time)**.
- Management and maintenance of stakeholder contact listing for project **(6 hrs)**
- Post and pre-meeting e-updates as needed with 4 estimated herein **(6 hrs)**

This estimate assumes any exhibits or renderings needed for public meetings or community communications will be provided by Kimley-Horn or the Town of Paradise Valley. **This estimate assumes an hourly rate of \$120 per hour. The total cost for this effort is \$16,000.00.** Changes of substance to this scope during the project may affect the final cost.

Thank you for the opportunity to work with you on this project! Should you have questions, need additional information, or wish to customize this proposal in some other way, please feel free to contact me at (480) 890-1927.

Sincerely,

Teresa Makinen
Principal