



**TOWN OF PARADISE VALLEY**

**ENGINEERING SERVICES CONTRACT**

**DOUBLETREE RANCH ROAD RECONSTRUCTION  
PROJECT NO. 30-40-968-2018-04**

This Engineering Services Contract (“Contract”) is made and entered into this 16<sup>th</sup> day of November, 2017, by and between the Town of Paradise Valley, an Arizona municipal corporation, hereinafter referred to as “**Town**,” and Kimley-Horn and Associates, Inc., a North Carolina Corporation authorized to do business in Arizona, hereinafter referred to as “**Engineer**”, whose principal place of business is located at: 7740 North 16<sup>th</sup> Street, Suite 300, Phoenix, AZ 85020.

**RECITALS**

- A. The Town desires to contract for engineering services with Engineer for the design and preparation of construction documents, the acquisition of easements and right-of-way, hydrology analysis, and construction phase services related to the reconstruction of Doubletree Ranch Road from Invergordon Road to Scottsdale Road; and
- B. The Engineer is qualified to render the engineering services desired by the Town.

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

**1.0 Description, Acceptance, Documentation**

**1.1 Scope of Services**

The Engineer will act under the authority and approval of the Project Manager to provide the engineering services required by this Contract.

The Engineer is assigned the tasks specified in the attached Exhibit A, Project Scope of Work, which is incorporated by reference and made a part of this Contract.

The Engineer must obtain all necessary information to complete the tasks specified in Exhibit A, Project Scope of Work.

The Engineer shall provide all engineering services under this Contract in accordance with professional engineering standards.

## **1.2 Acceptance and Documentation**

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

## **2.0 Fees and Payments**

### **2.1 Fee Schedule**

The amount paid to the Engineer will not exceed \$319,995. The Engineer will be compensated in accordance with the compensation schedule, including hourly rates, shown in Exhibit A.

### **2.2 Payment Approval**

The time spent for each task must be recorded and submitted to the Project Manager. The Engineer must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the Contract period and for three years after final payment under this Contract.

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

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

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

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

#### **2.2.1 Payment Terms**

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

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

### **2.3 Price Adjustment**

Price increases may only be requested by the Engineer 30 days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Town and will be effective for at least one year from the date of approval.

The increased rate will be based upon mutual consent of the Engineer and the Town and may require the approval of the Town Council. The Project Manager will evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in the unit pricing may not exceed 5%.

## **3.0 General Terms and Conditions**

### **3.1 Project Manager**

The Project Manager for the Town will be Jeremy Knapp. The Project Manager will oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer must submit all reports and special requests through the Project Manager.

### **3.2 Term of Contract**

The Term of the Contract is for 540 days or until completion of the Project Scope of Work, whichever is earlier.

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

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

The Town may terminate this Contract or abandon any portion of the project that has not been performed by the Engineer.

***Termination for Convenience:*** The Town has the right to terminate this Contract or any part of it for its sole convenience with 15 days' written notice. If terminated, the Engineer must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Engineer will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Engineer and the Town, based on the Scope of Work. If there is no mutual agreement, the Project Manager will determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation will be based on this determination. The Town will make this final payment within 60 days after the Engineer has delivered the last of the partially completed items. The Engineer will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Engineer's suppliers or Subcontractors, which the Engineer could reasonably have avoided.

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

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

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

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

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

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

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

### **3.4 Funds Appropriation**

If the Town Council does not appropriate funds to continue this Contract, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice of termination to the Engineer at least 30 days before the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of that period.

### **3.5 Audit**

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

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

period of 3 years after the final payment.

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

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

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

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

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

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

### **3.7 Completeness and Accuracy**

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

### **3.8 Attorneys' Fees**

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other party all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees, as determined by the court sitting without a jury. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

### **3.9 Successors and Assigns**

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

### **3.10 Assignment**

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

### **3.11 Subcontractors**

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

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

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

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

### **3.12 Alterations or Additions to Scope of Services**

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

### **3.13 Modifications**

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

### **3.14 Conflict of Interest**

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

recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

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

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

### **3.15 Force Majeure**

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

### **3.16 Taxes**

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

### **3.17 Advertising**

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

### **3.18 Counterparts**

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

### **3.19 Entire Agreement**

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

### **3.20 Arizona Law**

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

### **3.21 Equal Employment Opportunity**

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

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

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

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

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

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

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

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

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

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

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

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

Engineer acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Engineer will provide the services specified in this Contract in a manner that complies with the

ADA and any and all other applicable federal, state and local disability rights legislation. Engineer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

### **3.25 Evaluation of Engineer's Performance**

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

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

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

### **3.26 Notices**

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

#### **On behalf of the Engineer:**

Chris Woolery, P.E.  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020  
Ph: (602) 944-5500

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

Town of Paradise Valley  
Engineering / Public Works Department  
6401 East Lincoln Road  
Paradise Valley, AZ 85253  
ATTN: Jeremy Knapp  
Ph: (480) 348-3622

#### **With required copy to:**

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

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

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

### **3.27 Independent Contractor**

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

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

### **3.28 Ineligible Bidder**

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

### **3.29 Indemnification**

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, must defend, indemnify and hold harmless Town of Paradise Valley, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or alleged to have resulted from any negligence, recklessness, or intentional wrongful conduct to the extent caused by Engineer relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

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

## **4.0 Insurance**

A current Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

**Additionally Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.**

### **4.1 Insurance Representations and Requirements**

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

Without limiting any obligations or liabilities of the Engineer, the Engineer must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to Town. Failure to maintain insurance as required may result in cancellation of this Contract at the Town's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, Town does not represent that coverage and limits will be adequate to protect the Engineer. The Town reserves the right to review any and all of the insurance policies and endorsements cited in this Contract, but it has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Engineer from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.
- C. Coverage Term: The Engineer must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the Town of Paradise Valley, unless specified otherwise in this Contract.
- D. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.
- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Engineer is solely responsible for any deductible or self-insured retention amount and the Town, at its option, may require the Engineer to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the Town requires of the Engineer in this Contract. The Engineer is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the Engineer must furnish the Project Manager with Certificate(s) of Insurance, or formal endorsements issued by the Engineer'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 Engineer must forward renewal Certificates to the Town within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions endorsed to the Engineer's policy:

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

#### **4.2 Required Coverage**

- A. Commercial General Liability: The Engineer must maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Engineer must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Contract. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- C. Vehicle Liability: The Engineer must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or

broader in coverage scope than the underlying insurance.

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

## 5.0 Software Licenses

If the Engineer provides to the Town any software licenses, the following provisions apply:

### 5.1 Source Code Availability

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

### 5.2 Proprietary Protection

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

### **5.3 Non-Infringement**

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

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

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

### **5.4 Third Party License**

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

## **6.0 Severability and Authority**

### **6.1 Severability**

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

### **6.2 Authority**

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

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

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

*(Signatures on the Following Page)*

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

Town of Paradise Valley,  
an Arizona municipal corporation

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By: Kevin Burke  
Its: Town Manager

ATTEST:

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Duncan Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

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Andrew Miller, Town Attorney

Kimley-Horn and Associates, Inc,  
a North Carolina Corporation

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By: Ahmad Omais  
Its: Senior Vice President

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

**TOWN OF PARADISE VALLEY  
DOUBLETREE RANCH ROAD  
INVERGORDON ROAD TO SCOTTSDALE ROAD  
TOWN PROJECT NO. 2018-04**

SCOPE OF SERVICES

Prepared November 2, 2017

The Project Scope of Work is generally described as follows:

This project consists of improvements along Doubletree Ranch Road from Invergordon Road to Scottsdale Road for the Town of Paradise Valley (Town). Specific proposed improvements include:

- Reconstructing Doubletree Ranch Road to the Town's Approved 2012 General Plan, which includes improving Doubletree Ranch Road to a minor arterial street section consisting of one travel lane and bicycle lane in each direction separated by a raised landscape median in accordance with Figure 4.3 – Typical Minor Arterial Cross Section (with Median) from the 2012 General Plan.
- Sidewalk is anticipated to be 6-foot-wide detached a minimum of 5 feet from the back of curb on the north side only along Doubletree Ranch Road. New sidewalk is not anticipated along the south side of Doubletree Ranch Road.
- The project will consist of a design concept stage, prior to the 30% design submittal, that will consist of developing and evaluating roadway alignment concepts introducing meandering in the horizontal roadway alignment and/or proposed median narrowing like existing Doubletree Ranch Road between Tatum Boulevard and Invergordon Road. A recommended roadway alignment will be determined prior to advancing to the 30% design submittal stage.
- During the design concept stage, a proposed roundabout will be evaluated at the Doubletree Ranch Road/Invergordon Road intersection. The cost and impacts of the proposed roundabout, including right-of-way, will be considered in the decision of whether to install the roundabout at this location or not. The determination of a proposed roundabout or standard intersection will be determined prior to advancing to the 30% design submittal stage.
- The new median landscape should follow a similar landscape palette as was recently designed on Town projects along Mockingbird Lane and Stanford Drive. Breaks in the raised median will be provided to accommodate access to one entrance/driveway into each parcel located adjacent to the project limits.
- A traffic evaluation will be provided for the west leg of the Doubletree Ranch Road/Scottsdale Road intersection to evaluate if the existing two eastbound thru lanes can be converted to one thru lane and one dedicated right turn lane.
- Other proposed improvements/coordination consist of new pavement markings, new signing, relocation of storm water inlets, utility relocation coordination, mail box

relocation, and landscape restoration along the private property maintained existing landscape beyond the outside curb.

The project will be delivered utilizing a Construction Manager at Risk (CMAR).

Design will consist of the following submittal stages:

- Design Concept Stage
- 30% Design Submittal
- 70% Design Submittal
- 100% (Sealed) Design Submittal

For the 30% 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 | 30% | 70% | 100% |
|---------------------------------|----------------|-----|-----|------|
| Design Concept Roll Plots       | X              |     |     |      |
| Cover Sheet                     |                | X   | X   | X    |
| General Notes Sheet             |                | X   | X   | X    |
| Typical Sections                |                | X   | X   | X    |
| Paving Sheets                   |                | X   | X   | X    |
| Miscellaneous Details Sheets    |                |     | X   | X    |
| Drainage Detail Sheets          |                |     | X   | X    |
| Signing/Pavement Marking Sheets |                |     | X   | X    |
| Plant Inventory Summary Sheet   |                | X   | X   | X    |
| Landscape/Irrigation Sheets     |                | X   | X   | X    |
| Quantities                      | X              | X   | X   | X    |
| Technical Specifications        |                |     | X   | X    |
| Drainage Report                 |                | X   | X   |      |
| Traffic Analysis                | X              |     |     |      |
| Utility Clearance Letters       |                |     |     | X    |

**Task 1. – Roadway Design**

- a. Kimley-Horn will design approximately one mile of roadway reconstruction along Doubletree Ranch Road from Invergordon Road to Scottsdale Road.
- b. Kimley-Horn will establish the right-of-way monument line based on existing survey monuments. In addition, Kimley-Horn will develop a separate construction centerline that will follow the proposed meandering in the horizontal alignment.

- c. Kimley-Horn will prepare roadway plans at a 20-scale. The following sheet list is anticipated for the final construction documents:
- Cover Sheet (1 Sheet)
  - General Notes (1 Sheet)
  - Typical Sections (2 Sheets)
  - Miscellaneous Details Sheet (4 Sheets)
  - Paving Half Plan & Profile (20 Scale) (12 Sheets) (1" = 20' scale)
  - Driveway Detail Sheets (5 Sheets)

### **Task 2. – Drainage Design**

- a. *Roadway Drainage Design.* Kimley-Horn will prepare a roadway drainage design to capture pavement runoff for the new roadway. The new design will consist of relocating existing catch basins to the new curb line. The new catch basins will connect to the existing laterals and trunklines in Doubletree Ranch Road. Kimley-Horn will design the catch basin using the Flood Control District of Maricopa County Drainage Design Manuals (Volume 1 & 2) and Drainage Policies and Standards.
- b. *Drainage Report.* Kimley-Horn will prepare a drainage report. The intent of the drainage report will be to provide design documentation for the drainage design.
- c. *Offsite Drainage Design.* No improvements are anticipated at the Berneil Ditch crossing. Kimley-Horn will identify locations in the project area where median breaks will be required to maintain historical drainage patterns.
- d. *Deliverables.* Kimley-Horn will prepare a Draft Drainage Report as part of the 30% design submittal. Kimley-Horn will respond to comments from the Town. A Final Drainage Report will include changes based on comments from the draft drainage report. The Final Drainage Report will be submitted as part of the 70% submittal.
- e. *Construction Documents.* Kimley-Horn will prepare storm drain lateral profiles for the relocated catch basins. Additionally, Kimley-Horn will prepare a drainage detail sheet for miscellaneous drainage details.

### **Task 3. - Signing & Marking Design**

- a. Kimley-Horn will define the existing signing layout for Doubletree Ranch Road from Invergordon Road to Scottsdale Road (approximately one mile). Field investigation includes conducting a sign inventory of the existing signing along the project limits and approaching the limits.
- b. Kimley-Horn will develop a signing and striping design that will restripe the existing roadway to a 2 lane roadway (1 lanes in each direction with a raised landscape center median).
- c. Kimley-Horn will develop traffic signing and striping plans at a 1"= 40' scale and shall include the following sheets:
- General Signing and Striping Notes Sheet (1 Sheet)
  - Striping and Signing Plan Sheets (4 Sheets)

**Task 4. - Traffic Analysis – Doubletree Ranch Rd/Scottsdale Rd Eastbound Right Only**

- a. Kimley-Horn will obtain turning movement counts for the Doubletree Ranch Road/Scottsdale Road intersection from the City of Scottsdale who recently did these counts as part of their citywide signal retiming project.
- b. Kimley-Horn will prepare a synchro capacity analysis utilizing the City of Scottsdale's base synchro files as part of their citywide signal retiming project.
- c. Kimley-Horn will coordinate with the Town and City of Scottsdale if recommendations are to change the eastbound thru lane to a dedicated right only.
- d. Kimley-Horn will prepare memorandum with recommendations to restripe the approach if determines feasible.

**Task 5. – Landscape and Irrigation Design**

- a. Kimley-Horn will inventory and catalogue existing plant material within the right-of-way adjacent to the private properties along Doubletree Ranch Road, between Invergordon Road and Scottsdale Road. Inventoried material will include Trees, four (4) inch caliper and greater and Cacti, three (3) feet height and greater. Kimley-Horn will prepare a Plant Inventory Summary Sheet documenting species, height, caliper, condition, and determination if they are to remain in place, be salvaged, or removed.
- b. Kimley-Horn will develop a landscape layout for the raised medians along Doubletree Ranch Road for approximately one-mile, from Invergordon Road to Scottsdale Road. Plant palette and layout will be in keeping with the recently completed Town projects along Mockingbird Lane and Stanford Drive. Kimley-Horn will also provide landscape restoration along the private properties affected by construction. Landscape restoration will include 'in-kind' planting – providing for replacement and/or salvaged planting to re-establish the landscape to pre-construction conditions.
- c. Kimley-Horn will develop an irrigation design for the raised medians along Doubletree Ranch Road. 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.
- d. Kimley-Horn will prepare plant inventory, landscape, and irrigations plans at a 20-scale. Plant Inventory Plans will be double stacked. The following sheet list is anticipated for the final construction documents:
  - Plant Inventory Plans (5 sheets)
  - Landscape and Irrigation Notes Sheet, including schedules and quantities (1 Sheet)
  - Landscape Plan Sheets (10 sheets)
  - Landscape Details (1 sheet)
  - Irrigation Plan Sheets (10 sheets)
  - Irrigation Details (2 sheets)

**Task 6. – Quantities/Technical Specifications**

- a. A list of anticipated quantities will be prepared and submitted at each design stage.
  - Quantities will be presented on the plan sheets and also in a separate quantities spreadsheet for the Town and CMAR, using custom bid items based on MAG item descriptions.
- b. Technical special provisions will be prepared for the 70% and 100% (Sealed) submittals. The specifications will be prepared utilizing MAG format.

**Task 7. – Utility 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.
- e. Kimley-Horn will attend and lead four utility coordination meetings.
- f. This task includes coordination with the local post office for the location of relocated or new mailboxes.

**Task 8. - Project Management**

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

**Task 9. - Meetings**

- a. Kimley-Horn will attend nine (9) progress meetings with the Town and/or CMAR 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 near the 30% design submittal and just prior to construction.
- c. Kimley-Horn will be responsible for preparing meeting agendas, exhibits, and notes.

- d. Kimley-Horn will prepare a summary of comments received following each submittal. These comments will be addressed and responses will be provided.
- e. Any meetings beyond those listed above will be considered additional services.

## **SUBCONSULTANT BASIC SERVICES**

### **Task 10. – Survey & Right-of-Way (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 11. – Geotechnical Investigations (RAMM)**

- a. RAMM Engineering will perform the geotechnical investigation for this project. RAMM's scope of services are included with this fee proposal.

### **Task 12. – 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 13. – Additional Neighborhood Coordination (Allowance)**

- a. This allowance is provided if additional effort/hours are required for coordination with neighborhood residents, property owners, etc.

### **Task 14. - Construction Phase Services (Allowance)**

- a. This allowance is provided for construction phase services and is based on providing the Town with various services ranging from pre-bid assistance, leading construction meetings, construction observation, responding to RFIs/shop drawings, substantial /final completion site walks, punch list assistance, and the preparation of final as-built plans.
- b. This allowance is entirely based on 4 hours a day for a 7-month construction duration. Any hours beyond this total number of hours will be considered additional services.

### **Task 15. - 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.

**SUBCONSULTANT ALLOWANCES****Task 16. – Title Reports & Legal Descriptions/Exhibits (Allowance)**

- a. This allowance is provided if it is determined that new right-of-way and/or easements are needed from adjacent property owners to construct the proposed improvements. This allowance is based on 5 parcels requiring a new title report and legal descriptions/exhibits for either right-of-way or easement acquisition.

**EXCLUSIONS**

- a. Environmental services are not included.
- b. Individual homeowner private landscape irrigation design is not included. It is assumed that the restoration of private landscape irrigation facilities will be addressed by technical specifications only and that the CMAR would determine the existing private landscape irrigation systems and repair/restore to serve the new landscape.
- c. Separate interconnect plans are not included.
- d. Mailbox relocation design is not included. It is assumed that mailbox relocation will be identified in the technical specifications for the CMAR to design, obtain approvals, coordinate with property owners, and construction.
- 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  
 Doubletree Ranch Road:  
 Invergordon Road to Scottsdale Road  
 Fee Proposal

|   |                  | Project<br>Manager | Senior<br>Professional | Professional | Analyst    | Designer   | Admin     |            |
|---|------------------|--------------------|------------------------|--------------|------------|------------|-----------|------------|
| TASK DESCRIPTION  | SUBTOTAL         | \$ 200.00          | \$ 175.00              | \$ 155.00    | \$ 135.00  | \$ 115.00  | \$ 70.00  |            |
| <b>1. ROADWAY DESIGN</b>  | <b>98,780.00</b> | <b>41</b>          | <b>91</b>              | <b>156</b>   | <b>149</b> | <b>264</b> | <b>-</b>  | <b>701</b> |
| Preliminary Concept Development & Coordination                        | 12,340.00        | 12                 | 4                      | 24           |            | 48         |           | 88         |
| Cover Sheet   | 1,270.00         |                    |                        | 2            | 2          | 6          |           | 10         |
| General Notes Sheet   | 1,270.00         |                    |                        | 2            | 2          | 6          |           | 10         |
| Typical Section Sheets (2 Sheets)                                     | 3,635.00         | 1                  | 4                      | 5            | 6          | 10         |           | 26         |
| Miscellaneous Details Sheet (4 Sheets)                                | 8,475.00         | 3                  | 9                      | 12           | 15         | 21         |           | 60         |
| Doubletree Ranch Rd Paving Half Plan Half Profile (1"=20')(12 Sheets) | 59,325.00        | 21                 | 63                     | 84           | 105        | 147        |           | 420        |
| Driveway Detail Sheets (5 Sheets)                                     | 10,605.00        | 4                  | 11                     | 15           | 19         | 26         |           | 75         |
| Earthwork / Modeling  | 1,860.00         |                    |                        |              | 12         |            |           | 12         |
| <b>2. DRAINAGE DESIGN</b>   | <b>13,425.00</b> | <b>2</b>           | <b>13</b>              | <b>26</b>    | <b>14</b>  | <b>42</b>  | <b>-</b>  | <b>97</b>  |
| Pavement Drainage Design  | 2,660.00         |                    |                        | 2            | 6          | 12         |           | 20         |
| Catch Basin/Storm Drain Connection Detail Sheets (2 Sheets)           | 4,490.00         | 2                  | 4                      | 6            | 8          | 12         |           | 32         |
| Drainage Report Exhibits  | 1,295.00         |                    | 1                      | 2            | 6          |            |           | 9          |
| Draft Drainage Report   | 3,320.00         |                    | 4                      | 8            |            | 12         |           | 24         |
| Final Drainage Report   | 1,660.00         |                    | 2                      | 4            |            | 6          |           | 12         |
| <b>3. SIGNING AND MARKING DESIGN</b>                                  | <b>10,820.00</b> | <b>4</b>           | <b>11</b>              | <b>18</b>    | <b>18</b>  | <b>25</b>  | <b>-</b>  | <b>76</b>  |
| Inventory Existing Conditions/Signs                                   | 620.00           |                    |                        | 4            |            |            |           | 4          |
| Signing/Pavement Marking Plan & Notes Sheets (1"=40')(4 Shts)         | 10,200.00        | 4                  | 11                     | 14           | 18         | 25         |           | 72         |
| <b>4. TRAFFIC ANALYSIS-DBLTREE RANCH RD/SCOTTSDALE RD EB RT ONLY</b>  | <b>1,665.00</b>  | <b>1</b>           | <b>0</b>               | <b>5</b>     | <b>0</b>   | <b>6</b>   | <b>-</b>  | <b>12</b>  |
| Synchro Capacity Analysis   | 500.00           |                    |                        | 1            |            | 3          |           | 4          |
| Traffic Memo  | 855.00           | 1                  |                        | 2            |            | 3          |           | 6          |
| Traffic Count & Agency Coordination                                   | 310.00           |                    |                        | 2            |            |            |           | 2          |
| <b>5. LANDSCAPE, IRRIGATION, &amp; SWPPP DESIGN</b>                   | <b>28,440.00</b> | <b>4</b>           | <b>40</b>              | <b>0</b>     | <b>66</b>  | <b>102</b> | <b>-</b>  | <b>212</b> |
| Plant Field Inventory   | 2,000.00         |                    |                        |              | 8          | 8          |           | 16         |
| Plant Inventory Summary Sheet (1 Sheet)                               | 2,160.00         |                    | 4                      |              | 4          | 8          |           | 16         |
| Landscape Plan Sheets (1"=20')(10 Sheets)                             | 10,810.00        | 2                  | 16                     |              | 24         | 38         |           | 80         |
| Landscape Details (1 Sheets)  | 1,080.00         |                    | 2                      |              | 2          | 4          |           | 8          |
| Landscape Irrigation Plan Sheets (1"=20')(10 Sheets)                  | 10,810.00        | 2                  | 16                     |              | 24         | 38         |           | 80         |
| Landscape Irrigation Details (2 Sheets)                               | 1,580.00         |                    | 2                      |              | 4          | 6          |           | 12         |
| <b>6. OPINION OF PROBABLE COST/TECHNICAL SPECIFICATIONS</b>           | <b>11,720.00</b> | <b>8</b>           | <b>4</b>               | <b>40</b>    | <b>-</b>   | <b>28</b>  | <b>-</b>  | <b>80</b>  |
| Quantities  | 5,160.00         |                    | 4                      | 8            |            | 28         |           | 40         |
| Specifications  | 6,560.00         | 8                  |                        | 32           |            |            |           | 40         |
| <b>7. UTILITY COORDINATION</b>  | <b>10,040.00</b> | <b>14</b>          | <b>-</b>               | <b>36</b>    | <b>-</b>   | <b>12</b>  | <b>4</b>  | <b>66</b>  |
| Blue Stake & Collect Utility Maps                                     | 510.00           |                    |                        |              |            | 2          | 4         | 6          |
| Utility Base Map  | 1,770.00         |                    |                        | 4            |            | 10         |           | 14         |
| Utility Conflict Review, Coordination & Clearance Letters             | 4,300.00         | 6                  |                        | 20           |            |            |           | 26         |
| Utility Coordination Meetings (4 Meetings)                            | 3,460.00         | 8                  |                        | 12           |            |            |           | 20         |
| <b>8. PROJECT MANAGEMENT</b>  | <b>14,460.00</b> | <b>42</b>          | <b>16</b>              | <b>12</b>    | <b>-</b>   | <b>-</b>   | <b>20</b> | <b>90</b>  |
| Contract Management   | 2,260.00         | 4                  |                        | 4            |            |            | 12        | 20         |
| Project Management/Documentation                                      | 2,960.00         | 12                 |                        |              |            |            | 8         | 20         |
| Subconsultant Coordination  | 1,640.00         | 2                  |                        | 8            |            |            |           | 10         |
| QA/QC   | 7,600.00         | 24                 | 16                     |              |            |            |           | 40         |

Town of Paradise Valley  
 Doubletree Ranch Road:  
 Invergordon Road to Scottsdale Road  
 Fee Proposal

|   |                   | Project<br>Manager | Senior<br>Professional | Professional     | Analyst          | Designer         | Admin           |            |
|---|-------------------|--------------------|------------------------|------------------|------------------|------------------|-----------------|------------|
| <b>TASK DESCRIPTION</b>                                     | <b>SUBTOTAL</b>   | <b>\$ 200.00</b>   | <b>\$ 175.00</b>       | <b>\$ 155.00</b> | <b>\$ 135.00</b> | <b>\$ 115.00</b> | <b>\$ 70.00</b> |            |
| <b>9. MEETINGS</b>  | <b>16,775.00</b>  | <b>26</b>          | <b>6</b>               | <b>59</b>        | <b>-</b>         | <b>12</b>        | <b>-</b>        | <b>103</b> |
| Town Meetings (9 Meetings)                                  | 8,835.00          | 18                 | 6                      | 27               |                  |                  |                 | 51         |
| Prepare Summary of Comments w/ Resolution                   | 2,480.00          |                    |                        | 16               |                  |                  |                 | 16         |
| Public Meetings (2 Mtgs)                                    | 3,460.00          | 8                  |                        | 12               |                  |                  |                 | 20         |
| Public Meetings Exhibits                                    | 2,000.00          |                    |                        | 4                |                  | 12               |                 | 16         |
| <b>SUBTOTAL DIRECT LABOR</b>                                | <b>206,125.00</b> | <b>142</b>         | <b>181</b>             | <b>352</b>       | <b>247</b>       | <b>491</b>       | <b>24</b>       |            |
| <b>SUBCONSULTANTS TASKS</b>                                 |                   |                    |                        |                  |                  |                  |                 |            |
| <b>10. SURVEY &amp; RIGHT-OF-WAY BASE FILE</b>              | <b>13,800.00</b>  |                    |                        |                  |                  |                  |                 |            |
| Control, Topo & Right-of-Way Base File                      | 13,800.00         |                    |                        |                  |                  |                  |                 |            |
| <b>11. GEOTECHNICAL INVESTIGATIONS</b>                      | <b>6,000.00</b>   |                    |                        |                  |                  |                  |                 |            |
| Geotechnical Investigations                                 | 6,000.00          |                    |                        |                  |                  |                  |                 |            |
| <b>12. PUBLIC OUTREACH</b>                                  | <b>6,870.00</b>   |                    |                        |                  |                  |                  |                 |            |
| Public Outreach Services                                    | 6,870.00          |                    |                        |                  |                  |                  |                 |            |
| <b>KIMLEY-HORN ALLOWANCES</b>                               |                   |                    |                        |                  |                  |                  |                 |            |
| <b>13. ADDITIONAL NEIGHBORHOOD COORDINATION</b>             | <b>4,260.00</b>   | <b>12</b>          | <b>0</b>               | <b>12</b>        | <b>0</b>         | <b>0</b>         | <b>0</b>        | <b>24</b>  |
| Coordination with Adjacent Stakeholders                     | 4,260.00          | 12                 |                        | 12               |                  |                  |                 | 24         |
| <b>14. CONSTRUCTION PHASE SERVICES</b>                      | <b>77,900.00</b>  | <b>40</b>          | <b>0</b>               | <b>80</b>        | <b>0</b>         | <b>500</b>       | <b>0</b>        | <b>620</b> |
| Construction Phase Services (4hrs/day for 7 months)         | 77,900.00         | 40                 |                        | 80               |                  | 500              |                 | 620        |
| <b>15. EXPENSES</b>   | <b>750.00</b>     |                    |                        |                  |                  |                  |                 |            |
| General Expenses  | 750.00            |                    |                        |                  |                  |                  |                 |            |
| <b>SUBCONSULTANT ALLOWANCES</b>                             |                   |                    |                        |                  |                  |                  |                 |            |
| <b>16. TITLE REPORTS &amp; LEGALS/EXHIBITS (ALLOWANCE)</b>  | <b>4,250.00</b>   |                    |                        |                  |                  |                  |                 |            |
| Title Reports, Legal Descriptions, and Exhibits (5 Parcels) | 4,250.00          |                    |                        |                  |                  |                  |                 |            |
| <b>CONTRACT TOTAL</b>                                       | <b>319,955.00</b> |                    |                        |                  |                  |                  |                 |            |



October 24, 2017

Project: **Town of Paradise Valley – Double Tree Ranch Rd.: Invergordon Rd. to Scottsdale Rd.**

Reference: **Topographic Survey & Right of Way Services option**

Dear Mr. Woolery,

RLF Consulting is pleased to submit this proposal for Land Surveying Services in support of the roadway improvements along Double Tree Ranch Road from Invergordon Road to Scottsdale Road located in Paradise Valley, Arizona.

***Project Assumptions:***

- The project limits consist of site location and topographic mapping within the existing right-of-way along Double Tree Ranch Road from Invergordon Road to Scottsdale Road extended 25 feet North and South of the existing right-of-way lines respectively. The survey will extend 200 feet West of Invergordon Road, including 100 feet north and south of the intersection and extend East 200 feet of Scottsdale Road, including 100 feet north and South of the intersection. Limits on all side streets will extend 100 feet north and south of the existing centerline.
- 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.

***Task 01 – Topographic Survey:***

***Survey Requirements-***

- Provide site topography and location survey within the limits of the corridor as defined in the exhibit provided by the client to include existing landscaping, contours at 1-foot intervals, with spot elevations on an approximate 25 to 50 foot cross-section, with additional spot elevations at critical locations (i.e. high points, low points, at top and bottom of curb line, edge of pavement, etc.).
- Locate existing utilities to include sewer manholes, water valves, grates, inlets, and other features as delineated on the exhibit provided by the client.
- Locate subsurface utility markings to be on the ground at time of survey.
- 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 0.50 inch/pixel.



**Task 02 – Right of Way Services:**

**Survey Requirements-**

- Plot existing right-of-way lines according to best available information obtained at the local jurisdiction or County recorders office and field data collected.
- Provide roadway monument/centerline based on record and observable evidence found in the field.

**Project deliverables:**

- 2D/3D CAD Basemap in Civil 3D format
- Right-of-way Linework CAD
- DTM Surface in Civil 3D format.
- Project Control & Meta Data
- Georeferenced Ortho Image
- ASCII Point Files

**Total fee (Task 001 & Task 002) .....\$13,800**

**Option – Additional Right of Way Services:**

**Preliminary Title Report(s) and ROW Map -**

- RLF to provide title reports (5) that contain ownership, legal descriptions and encumbrances of existing and adjoining property owners affected by the project as provided by the client/municipality.
- Plot legal descriptions and easements within the future right-of-way alignment to create a ROW ownership map.

**Legal Descriptions and Exhibits Documents-**

- Prepare 5 Legal Description and Exhibit Maps on 8.5” x 11” recordable media or as specified by the client to describe the proposed acquisitions required by the Town of Paradise Valley.
- The documents will contain a Metes and Bounds Legal Descriptions prepared in accordance to Arizona Minimum Boundary Standards or as specified by the municipality and/or title holder.
- The Exhibits will contain a sketch or graphical representation of the legal description associated with it.

**Option (Additional ROW Services) .....\$4,250**

Sincerely,

**RLF CONSULTING, LLC**

**ACCEPTED BY:**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



**RICKER • ATKINSON • McBEE • MORMAN & ASSOCIATES, INC.**  
***Geotechnical Engineering • Construction Materials Testing***

**R·A·M·M**

Kimley-Horn and Associates, Inc.  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona

October 23, 2017

Attention: Chris Woolery, email ([chris.woolery@kimley-horn.com](mailto:chris.woolery@kimley-horn.com))

Re: Proposal for Geotechnical Engineering Services                      RAMM Proposal No. PG17765  
Doubletree Ranch Road Reconstruction  
Invergordon Road to Scottsdale Road  
Town of Paradise Valley, Arizona

Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Geotechnical Engineering Services for the above-referenced project.

If this proposal meets with your approval, please sign, date and return one copy of the enclosed Attachment "A", which outlines project description, our scope of services, completion time and fee to perform services.

If there are any questions regarding the proposed scope of work, please call. Thank you for considering our firm for this project.

Respectfully submitted,

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

Kenneth L. Ricker, P.E.  
Project Engineer

/dh

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

ATTACHMENT "A" Proposal for Geotechnical Engineering Services  
For: Kimley-Horn and Associates, Inc.  
RAMM Proposal No. PG17765

PROJECT: Doubletree Ranch Road Reconstruction  
Invergordon Road to Scottsdale Road  
Town of Paradise Valley, Arizona

DESCRIPTION:

The existing road will be reconstructed so that the road conforms to meandering minor arterial street section which include one travel lane and a bike lane in each direction with a raised median and a sidewalk on the north side and with a roundabout at the intersection with Invergordon Road.

SCOPE OF SERVICES:

1. Test borings will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Nine test borings 5 feet in depth or prior auger refusal are proposed in the existing pavement at about 600-foot intervals. Test borings will be Blue Staked and a private utility locator will be used. Barricading will be used and a permit obtained from the Town.
2. Laboratory analyses of representative samples will include:
  - Moisture Content and Dry Density
  - Swell
  - Minus No. 200 Sieve and Plasticity Index
  - Standard Proctor
3. The field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.
4. An Engineer's report will be provided presenting the results of the field and laboratory testing and recommendations for site grading and preparation procedures, thickness of new pavements and earthwork factors.

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

ATTACHMENT "A" Proposal for Geotechnical Engineering Services  
For: Kimley-Horn and Associates, Inc.  
RAMM Proposal No. PG17765

PROJECT: Doubletree Ranch Road Reconstruction  
Invergordon Road to Scottsdale Road  
Town of Paradise Valley, Arizona

COMPLETION TIME:

Final report approximately 3 to 6 weeks after authorized to proceed.  
Completion time is contingent upon utility clearance and field exploration coordination.

FEE: \$ 6,000.00

The undersigned agrees to the forgoing Scope and Fee.

**RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.**

By:   
Kenneth L. Ricker, P.E., Project Engineer

Client: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



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

Office: 480-890-1927  
Fax: 480-964-7555  
Email: [teresa@makprosvc.com](mailto:teresa@makprosvc.com)

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October 22, 2017

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

Dear Joel:

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 Doubletree Ranch Road, from Invergordon to Scottsdale Road. This project will improve Doubletree Ranch Road to a minor arterial road standard per the Town's General Plan. Public involvement and outreach is an important element in projects that take place in corridors which impact private residences, 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:

- Development, preparation, printing, and distribution of meeting invites for two (2) public meetings – 26 hrs with approximately \$2,400 for reimbursable expenses (printing and postage). Hours include visits to businesses to provide meeting notice.
- Scheduling, preparation, and managing of two public meetings – 10 hrs plus associate time.

This estimate assumes any exhibits or renderings needed for public meetings or interaction will be provided by Kimley-Horn or the Town of Paradise Valley. **This estimate assumes an hourly rate of \$110 per hour. The total cost for this effort is \$6,870.00.** 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**