



**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (this “Third Amendment”) is entered into as of _____, 2024, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and Kimley Horn and Associates, Inc., a North Carolina corporation (the “Consultant”).

RECITALS

A. The Town and the Consultant entered into the Professional Services Agreement No. CON-23-051-ENG, dated April 12, 2023 (the “Agreement”), for the Consultant to provide a conceptual design for Doubletree Ranch Road Town Entry Landscape Beautification. The first amendment was executed on March 20, 2024, to increase the compensation and extend the term to June 30, 2024, and the second amendment was executed on July 3, 2024, to extend the term to June 30, 2025.

B. The Town has determined that additional services by the Consultant are necessary (the “Additional Services”).

C. The Town and the Consultant desire to enter into this Third Amendment to, (i) modify the scope of work to include the Additional Services, and (ii) provide for the increase in compensation to the Consultant for the Additional Services.

AGREEMENT

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

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Third Amendment have the same meanings as contained in the Agreement.

2. Scope of Work. The Consultant shall provide the Additional Services as set forth in the Additional Scope of Work, attached hereto as Exhibit 1 and incorporated herein by reference.

3. Compensation. The Town shall increase the compensation to the Consultant by \$86,420.00 for the Additional Services at the rates set forth in the Fee Proposal attached hereto as a part of Exhibit 1, resulting in an increase of the total not-to-exceed compensation from \$41,655.00 to \$128,075.00.

4. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Third Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Third Amendment are forever waived.

6. Conflict of Interest. This Third Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

7. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that the Consultant has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year Third set forth above.

“Town”

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Andrew Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

KIMLEY HORN AND ASSOCIATES, INC.,
a North Carolina corporation

By: _____

Name: _____

Title: _____

EXHIBIT 1
TO
THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
KIMLEY HORN AND ASSOCIATES, INC.

[Additional Scope of Work and Fee Proposal]

See following pages.



September 16, 2024

Mr. Sam Kayat, P.E.
Town of Paradise Valley – Engineering
6401 E Lincoln Drive
Paradise Valley, AZ 85253-4399

**RE: *Doubletree Ranch Rd Town Entry Landscape Beautification
Project No. CON-23-051-ENG***

Dear Sam,

Kimley-Horn is pleased to provide you with our scope and fee proposal for the Doubletree Ranch Rd Town Entry Landscape Beautification project. The purpose of this project is to prepare final improvement plans for the previously Town-approved entry beautification concepts, including aesthetic screening and landscape improvements at the NW and SW corners of Doubletree Ranch Road and Scottsdale Road as well as new median, sidewalk, relocated entry monument, and landscape improvements along Doubletree Ranch Rd.

The following is our proposal for final design and improvement plans, utility/right-of-way coordination, opinion of probable cost, and technical specifications. The total hourly not-to-exceed fee for the Doubletree Ranch Rd Town Entry Landscape Beautification project is **\$86,420.00** including allowances. Documentation of the scope of services and derivation of the fees are attached.

Please contact me at (602) 906-1106 or anne.deboard@kimley-horn.com should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Anne S. DeBoard".

Anne S. DeBoard, PLA
Project Manager

**Town of Paradise Valley
Doubletree Ranch Rd Town Entry Landscape Beautification
Town Project No. CON-23-051-ENG**

SCOPE OF SERVICES

Prepared September 16, 2024

This scope of work is to develop final improvement plans for the previously approved Entry Beautification concepts located along Doubletree Ranch Road and Scottsdale Road. Specific proposed improvements include:

- Reconstructing approximately 500' of Doubletree Ranch Road to include a raised median; curb, gutter, and sidewalk improvements; and relocating the existing Town of Paradise Valley entry monument to the raised median.
- Sidewalk is anticipated to be 6-foot-wide detached on the north side only along Doubletree Ranch Road. New sidewalk is not anticipated along the south side of Doubletree Ranch Road. Minor driveway improvements are anticipated along the north and south sides of Doubletree Ranch Road
- Based on the preferred concept selected by Town Council, this project will include the final design and detailing of aesthetic screen walls, pilasters, and access gates at the northwest and southwest corners of Doubletree Ranch Road and Scottsdale Road.
- Landscape and irrigation improvements will be included for the new raised median, within the right-of-way along Doubletree Ranch Road (approximately 75-feet), and along Scottsdale Road (approximately 600-feet). It is assumed that all landscape irrigation will be provided through a new point-of-connection within the Town of Paradise Valley. Plant palette will be based on the preferred palette selected by Town Council.
- Other proposed improvements/coordination consist of new pavement markings, utility coordination, and coordination with City of Scottsdale

Design will consist of the following submittal stages:

- 60% design submittal
- 90% design submittal
- Final (sealed) design submittal



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

	60%	90%	Final
Cover Sheet	X	X	X
Legend & General Notes Sheet	X	X	X
Geometric Control Sheet			
Typical Section Sheet	X	X	X
Paving Plan Sheet	X	X	X
Miscellaneous Detail Sheets	X	X	X
Signing/Pavement Marking Sheets	X	X	X
Landscape/Irrigation Sheets	X	X	X
Aesthetic Detail Sheets	X	X	X
Structural Detail Sheets	X	X	X
Quantities and Estimate	X	X	X
Technical Specifications		X	X
Utility Clearance Letters			X
Legal Descriptions & Exhibits	X	X	

Task 1. Topographic Survey

- a. Kimley-Horn will utilize the topographic survey and existing record drawings acquired from the Town to develop a project base map in AutoCAD.
- b. Existing right-of-way will be established based on information obtained from the Town and Maricopa County Assessor’s website.
- c. If requested, Kimley-Horn’s subconsultant, Real Surveying, will collect topographic survey, as included in Appendix B.

Task 2. Paving Plans

- a. Kimley-Horn will prepare final design paving plans in accordance with Town of Paradise Valley, City of Scottsdale, and Maricopa Association of Governments (MAG) design standards.
- b. The proposed paving plans will be shown on plan sheets at 1 inch= 20 feet (horizontally). Vertical staking information shall be shown on the plan sheets. Separate vertical profiles will not be provided. Removals will be shown on the paving plans and separate sheets will not be provided.
- c. Paving plans anticipated for this project consist of the following:
 - i. Cover sheet (1 sheet)
 - ii. Legend & general notes sheet (1 sheet)
 - iii. Geometric control sheet (1 sheet)



- iv. Typical sections sheet (1 sheet)
- v. Miscellaneous details sheets (2 sheets)
- vi. Doubletree Ranch Rd Paving Plan Sheet (20 scale)(1 sheet)

Task 3. Signing and Pavement Marking

- a. Kimley-Horn will prepare signing and pavement marking plans in accordance with Town of Paradise Valley and City of Scottsdale design guidelines. Pavement marking plans will be submitted with each submittal beginning with the 60% submittal and will show relevant street dimensions and lane geometry.
- b. Signing and pavement marking plans anticipated for this project include the following:
 - i. Legend & general notes sheet (1 sheet)
 - ii. Doubletree Ranch Rd signing & pavement marking plan sheet (1" = 40' Single Stacked) (1 sheet)
- c. Kimley-Horn will perform a field investigation and document the existing signs for the project limits.

Task 4. Utility Coordination

- a. Kimley-Horn will identify readily apparent utility conflicts with the proposed improvements and will communicate those potential utility conflicts to the Town and the private utility companies.
- b. Kimley-Horn will continue utility coordination and utility clearance letters for the project improvements. Kimley-Horn will coordinate with the utility companies to request signed utility clearance letters. Obtained signed clearance letters will be provided to the Town if requested.
- c. Kimley-Horn will schedule and lead up to one (1) general utility coordination meeting. The purpose of this meeting will be to update the utility companies of the proposed layout, to identify potential utility conflicts, to discuss potential relocation concepts, and to identify if additional right-of-way or utility easements will be needed. Utility coordination meetings will be held at the request of the Town.
- d. Kimley-Horn will coordinate with the City of Scottsdale on the approval to construct screen walls and modify existing walls on the city owned lot. This task includes up to three (3) coordination meetings with the Town/City of Scottsdale.

Task 5. Legal Descriptions and Exhibits

- a. Kimley-Horn will update the proposed right-of-way easements for the proposed improvements.



- b. Kimley-Horn will coordinate with Chicago Title Company on the preparation of up to two (2) title reports, as included as an expense the design fee and in Appendix C.
- c. Kimley-Horn will prepare up to two (2) legal descriptions and exhibits for easement acquisitions identified as part of the 60% design.

Task 6. Structural Design

- a. Kimley-Horn will provide construction documents and a calculation package for the proposed screen walls at the northwest and southwest corners of Scottsdale Road and Doubletree Ranch Road.
- b. The screen wall is anticipated and assumed to be a maximum of 6' in height and consist of steel posts with perforated steel panels in between. There will also be stacked stone CMU columns, a sliding gate, and a double swing gate.
- c. The structural elements will be designed in accordance with the 2018 International Building Code (IBC) with City of Scottsdale Amendments. The designs will be based on soil values per conservative assumptions provided in the IBC.
- d. An estimated sheet index as follows:
 - i. Sheet 1 – Structural Notes
 - ii. Sheet 2 – Structural Details 1
 - iii. Sheet 3 – Structural Details 2
 - iv. Sheet 4 – Structural Details 3

Task 7. Landscape and Irrigation

- a. Based on the Town Council approved preliminary design, Kimley-Horn will prepare landscape and landscape irrigation plans at 20-scale, double stacked.
- b. Based on the Town Council approved preliminary screen wall design, Kimley-Horn will prepare Hardscape Details describing the materials and aesthetic finish of the screen wall.
- c. The following sheet list is anticipated for final construction documents:
 - i. Landscape Notes & Schedule (1 sheet)
 - ii. Doubletree Ranch Road Landscape Plan Sheets (20-scale, double stacked)(1 sheet)
 - iii. Scottsdale Road Landscape Plan Sheets (20-scale, double stacked)(1 sheet)
 - iv. Landscape Details (1 sheet)
 - v. Irrigation Notes & Schedule (1 sheet)
 - vi. Doubletree Ranch Road Irrigation Plan Sheets (20-scale, double stacked)(1 sheet)
 - vii. Scottsdale Road Irrigation Plan Sheets (20-scale, double stacked)(1 sheet)



- viii. Irrigation Details (1 sheet)
- ix. Hardscape Details (2 sheets)

Task 8. Opinion of Probable Cost/Technical Specifications

- a. An engineer’s opinion of probable cost (EOPC) will be developed at each submittal stage. Quantities will be compiled in a list and will be labeled using Town bid item numbers. Unit prices will be derived using readily available bid data from projects with similar improvements.
- b. Technical specifications will be prepared for the 90% and Final (Sealed) submittals. The specifications will be prepared utilizing MAG format.

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.
- b. Three submittals are included as part of this contract: 60%, 90%, and Final/Sealed. Each submittal will consist of electronic PDF versions of the submittal documents. Following each submittal, Kimley-Horn will compile received comments into a Summary of Comments form. Kimley-Horn will provide comment responses and will address comments prior to the subsequent submittal.
- c. Kimley-Horn will perform internal quality control interdisciplinary reviews prior to each submittal which will include compiling a preliminary set of plans for review which can be provided to the Town if requested for a preview of the upcoming submittal package.

Task 10. Project Meetings

- a. Kimley-Horn will attend four (4) progress meetings with Town as a part of this project. These meetings are anticipated to combine major meeting subjects such as progress, coordination, and resolution of design submittal comments.
- b. Kimley-Horn will attend one (1) Town Council meeting and one (1) public meeting.
- c. Kimley-Horn will be responsible for preparing meeting agendas, exhibits, and notes.

ALLOWANCES

All allowances are at the discretion of the Town and require approval by the Town Project Manager prior to work being performed or billed.



Task 11 – Owner’s Allowance

- a. An owner’s allowance has been included in this task to account for any unforeseen work out of scope of the project listed herein and will be only utilized upon the request and approval of the Town’s project manager.

Task 12 – Title Reports (Allowance)

- a. This allowance is provided if it is determined that new easements are needed from adjacent property owners to construct the proposed improvements. This allowance is based on two (2) parcels requiring a new title report for easement acquisition.

Task 13 – Expenses (Allowance)

- a. The allowance is for expenses anticipated for the project including: permitting fees, in-house reproduction, postage, deliveries, and supplies.

	<u>PROJECT SCHEDULE</u>
Notice to Proceed (NTP)	0
60% design submittal	NTP + 8 Weeks
Town Review	NTP + 2 Weeks
90% design submittal	NTP + 4 Weeks
Town Review	NTP + 2 Weeks
Final PS&E submittal	NTP + 4 Weeks

A Microsoft Project Schedule will be submitted to the Town upon notice-to-proceed.

EXCLUSIONS

- a. Environmental services are not included.
- b. Individual homeowner private landscape and irrigation design is not included.
- c. Right-of-Way staking is not included.
- d. SWPPP/erosion control plans and details are not included.
- e. Land acquisition services such as appraisals, developing offers, etc. is not included.
- f. Material testing is not included.
- g. Bid administration and construction phase services are not included.
- h. Town is responsible for all associated permit fees, including plan review fees.



APPENDIX A: DESIGN FEE

Town of Paradise Valley
 Doubletree Ranch Rd Town Entry Beautification Final Design
 Fee Proposal

		Senior Project Manager	Project Manager/ Senior Professional	Professional	Analyst	Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 220.00	\$ 180.00	\$ 155.00	\$ 135.00	\$ 115.00	\$ 75.00
TASK 1. TOPOGRAPHIC SURVEY	1,775.00	0	3	4	4	0	1
Developing project base map from survey	850.00			2	4		
Survey subconsultant coordination	255.00		1				1
Establishing existing right-of-way	670.00		2	2			
TASK 2. PAVING PLANS	11,685.00	5	6	23	44	0	0
Initial layout & base map	2,460.00		4	6	6		
Cover sheet (1 sheet)	1,165.00		1	2	5		
Legend & general notes sheet (1 sheet)	1,165.00		1	2	5		
Geometric control sheet (1 sheet)	1,205.00	1		2	5		
Typical section sheet (1 sheet)	1,205.00	1		2	5		
Miscellaneous details sheets (2 sheets)	2,990.00	2		6	12		
Doubletree Ranch Rd paving plan sheet (20 scale)(1 sheet)	1,495.00	1		3	6		
	-						
TASK 3. SIGNING & MARKING DESIGN	3,465.00	1	3	7	12	-	-
Legend & general notes sheet (1 sheet)	1,030.00		1	2	4		
Signing & marking plan sheet (40 scale)(1 sheet)	2,435.00	1	2	5	8		
TASK 4. UTILITY COORDINATION	4,625.00	7	-	11	8	-	4
Utility conflict review, coordination, & clearance letters	1,060.00	2		4			
Utility coordination meeting (Up to 1)	1,020.00	2		2	2		
Prepare and distribute utility conflict letters (2 Submittals)	610.00			2			4
City of Scottsdale coordination meetings (up to 3)	1,935.00	3		3	6		
TASK 5. LEGAL DESCRIPTIONS AND EXHIBITS	3,350.00	5	2	-	14	-	-
Update right-of-way/easement base file	1,170.00		2		6		
Prepare legal descriptions and exhibits (up to 2)	2,180.00	5			8		
TASK 6. STRUCTURAL DESIGN	17,130.00	-	18	33	65	-	-
Internal Coordination	1,520.00		2	4	4		
Steel screen wall design (post, rails, steel panels, foundations)	1,300.00		1	2	6		
Stacked stone CMU column design (column, foundations)	1,300.00		1	2	6		
Sliding gate design	1,300.00		1	2	6		
Swing gate design	1,300.00		1	2	6		
Structural notes (1 sheet)	1,570.00		1	2	8		
Structural detail sheets (3 sheets)	5,820.00		4	12	24		
Submittal comments (60%, 90%)	1,610.00		4	4	2		
Quantities	1,410.00		3	3	3		
TASK 7. LANDSCAPE AND IRRIGATION	10,480.00	-	8	20	44	-	-
Landscape Notes and Schedule (1 sheet)	1,030.00		1	2	4		
Doubletree Ranch Rd landscape plan sheet (20 scale)(1 sheet)	1,300.00		1	2	6		
Scottsdale Rd landscape plan sheet (20 scale)(1 sheet)	1,300.00		1	2	6		
Landscape details (1 sheet)	425.00			1	2		
Irrigation Notes and Schedule (1 sheet)	1,030.00		1	2	4		
Doubletree Ranch Rd irrigation plan sheet (20 scale)(1 sheet)	1,300.00		1	2	6		
Scottsdale Rd irrigation plan sheet (20 scale)(1 sheet)	1,300.00		1	2	6		
Irrigation Details (1 sheet)	425.00			1	2		
Hardscape Details (2 sheets)	2,370.00		2	6	8		

Town of Paradise Valley
 Doubletree Ranch Rd Town Entry Beautification Final Design
 Fee Proposal

		Senior Project Manager	Project Manager/ Senior Professional	Professional	Analyst	Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 220.00	\$ 180.00	\$ 155.00	\$ 135.00	\$ 115.00	\$ 75.00
TASK 8. OPINION OF PROBABLE COST/TECHNICAL SPECIFICATIONS	7,510.00	10	16	-	18	-	-
60% Quantities & EOPC	1,970.00	2	4		6		
90% Quantities & EOPC & specifications	3,400.00	4	8		8		
Final Quantities & EOPC & specifications	2,140.00	4	4		4		
TASK 9. PROJECT /MEETINGS	8,760.00	15	9	8	8	8	8
Project Meetings (4 meetings, 2hrs/meeting, 2 attendees)	1,500.00	4		4			
Prepare Summary of Comments w/ Resolution	1,890.00	2		2	4		8
Town Council/Public Meeting (2 meetings, 2 attendees)	3,200.00	8	8				
Town Council/Public Meeting Exhibits	2,170.00	1	1	2	4	8	
TASK 10. PROJECT MANAGEMENT (ASSUMES 5 MONTHS)	7,140.00	13	6	13	6	-	5
Project Management/Documentation	1,875.00	5		5			
Monthly Invoicing and Progress Reports	1,125.00	2		2			5
Submittal preparation (3 submittals)	1,740.00			6	6		
QA/QC (3 submittals)	2,400.00	6	6				
SUBTOTAL DIRECT LABOR	75,920.00	56.00	71.00	119.00	223.00	8.00	18.00
ALLOWANCE TASKS							
TASK 11. OWNER'S ALLOWANCE	\$8,000						
Owner's Allowance	\$8,000						
TASK 12. TITLE REPORTS (ALLOWANCE)	\$2,000						
Two (2) Title Reports (Chicago Title Agency)	\$1,500						
TASK 12. EXPENSES (ALLOWANCE)	\$500						
Miscellaneous expenses (fees, in-house production, deliveries, etc.)	\$500						
SUBTOTAL ALLOWANCE TASKS	\$10,500						
CONTRACT TOTAL	86,420.00						



APPENDIX B: REAL SURVEYING

Real Surveying Field Services LLC

RealSurveyingFieldServices@Gmail.com

602-578-5314 Cell



Kimley-Horn
Doubletree Ranch Rd
Proposal

Real Surveying Field Services LLC will provide supplemental topographic survey at the Doubletree Ranch Rd and Scottsdale Rd intersection. Any additional hard shots will be focused on the northwest and southwest corners of the intersection.

The survey will be done using GPS.

All work will be performed for a fixed fee of \$5,000

Thank you for the opportunity to submit this proposal (Proposal is valid for 180 Days)

Rene Real

Rene Real

Real Surveying Field Services Owner

8/20/24



APPENDIX C: CHICAGO TITLE AGENCY



CHICAGO TITLE AGENCY

TITLE REPORT ESTIMATE

PROJECT NAME# CON-23-051-ENG Doubletree Ranch Rd
Town Entry Beautification

DATE: 9/29/23

TO
Anne Beavers, PLA, ASLA
Kimley-Horn
1661 East Camelback Road, Suite 400
Phoenix, AZ 85016
602.906.1106 / anne.deboard@kimley-horn.com

Description	Amount
2 Title Reports per attached spreadsheet (\$585 each)	\$1170.00
*Additional Charge for associated parcels at \$100 each parcel	
If during title review additional parcels are determined to have associated parcels, the cost would be \$100 for each associated parcel	TBD
Initial Estimate	\$1170.00

Make all checks payable to Chicago Title Agency.
Payment is due within 30 days.

If you have any questions concerning this invoice, contact:
Maida Klein / (602) 667-1010 / kleinm@ctt.com

THANK YOU FOR YOUR BUSINESS

6710 N. Scottsdale Road, Suite 100, Phoenix, AZ 85253