



**TOWN OF PARADISE VALLEY**

**ENGINEERING SERVICES CONTRACT**

LINCOLN DRIVE SIDEWALK EXPANSION  
PROJECT NO. 30-40-979-2016-15

This Engineering Services Contract (“Contract”) is made and entered into this 17th day of November, 2016, 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, and obtaining Arizona Department of Transportation required environmental, utility, and right-of-way clearances to construction sidewalks on Lincoln Drive between 32<sup>nd</sup> Street and Mockingbird Lane; 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 \$408,829.00. 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 720 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.

**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.

**3.22 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.

### **3.23 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.

### **3.24 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.

### 3.25 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:**

Raj Christian, 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.

### 3.26 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.

### **3.27 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.

### **3.28 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:

---

Duncan, Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

---

Andrew Miller, Town Attorney

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

---

By: Ahmad Omais  
Its: Senior Vice President

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

# Kimley»»Horn

November 8, 2016

Mr. Jeremy T. Knapp, AICP  
Engineering Services Analyst  
Town of Paradise Valley  
6401 East Lincoln Drive  
Paradise Valley, Arizona 85253-4399

Re: Lincoln Drive Sidewalk Expansion

Dear Mr. Knapp,

We submit herewith our proposal for preparing final design, bid documents, and clearances for the above-referenced project. The scope also includes providing right-of-way acquisition, post design and construction inspection services. Documentation of the scope of services and derivation of the fees are attached. All salaries and rates are in line with the contract.

We trust that you will find our submittal in order. Should you have any questions, please contact me at (602) 371-4560.

Very truly yours,

KIMLEY-HORN

Sincerely,

A handwritten signature in black ink, appearing to read "Raj Christian", is written over a rectangular stamp area. The signature is slanted and somewhat stylized.

Raj Christian, P.E.  
Project Manager

**Town of Paradise Valley****Lincoln Drive Sidewalk Expansion  
(32<sup>nd</sup> Street to Mockingbird Lane (68<sup>th</sup> Street))****November 8, 2016****SCOPE OF SERVICES**

This document describes the scope of services that Kimley-Horn and Associates, Inc. team (hereafter called the “CONSULTANT”) will provide to Town of Paradise Valley (hereafter called the “TOWN”). The TOWN will administer the Contract for Professional Services.

**Project Overview**

The proposed project scope consists of designing and preparing construction bid documents and obtaining Arizona Department of Transportation (ADOT) required environmental, utility and right-of-way (ROW) clearances to construct missing sidewalks on Lincoln Drive from 32<sup>nd</sup> Street to Mockingbird Lane (68<sup>th</sup> Street).

This scope of work will also include assisting the Town with the acquisition of easements and/or ROW and providing post design services.

The construction of this project is federally funded. Maricopa Association of Governments (MAG) approved the federal funding for the construction of this project using the CMAQ grant with the Town’s share of 5.7% for local match. Design, utilities and ROW acquisitions will be locally funded. Construction funding is currently scheduled for fiscal year (FY) 2019.

**Project Scope**

The following items describe the basic scope of work:

- Meetings and coordination with Town staff, relevant ADOT staff and other stakeholders including cities of Phoenix and Scottsdale
- Coordination with Town staff and consultants working on ongoing projects and studies including Ritz-Carlton development, Visually Significant Corridor Master Plan study and Bicycle and Pedestrian Master Plan study.
- Hold project kickoff meeting with project stakeholders
- Determine the required environmental, geotechnical, survey and utility location field work, and any associated rights-of entry requirements.

- Develop and implement the public involvement plan in cooperation with the Town.
- Conduct progress meetings, comments resolutions meetings and utility coordination meetings.
- Develop environmental documentation that meets NEPA and ADOT requirements.
- Prepare a scoping document following ADOT guidelines.
- Prepare plans, specifications and opinion of probable cost estimates (PS&E) documents that meet Town and/or ADOT requirements including design standards.
- Assist Town with ROW and/or easement acquisitions including legal descriptions, appraisals, offers, negotiations, and acquisitions.
- Coordinate with utility companies to identify conflicts and potential relocations.
- Complete ADOT required environmental, utility and ROW clearances.
- Coordinate with ADOT's Contracts and Specifications (C&S) Section for obligation of federal funds and advertise project for bid.
- Provide Post Design Services

**General Assumptions:**

The following assumptions were made to prepare this scope of work:

- The project construction may be advanced to FY 2018 based upon the availability of MAG close-out funds
- It is anticipated that the project design and development period will last for one year after the notice to proceed (NTP)
- It is assumed that the project construction will last six months

**Engineering Phase**

The Engineering Phase of this project encompasses completion of the design work, including necessary services to produce studies/reports and a set of bidding documents (30%, 60%, 95%, and 100% levels), and: 1) A set of bid-ready construction plans; 2) Project specifications and special provisions; 3) Topographic survey and an orthophoto (geo-referenced aerial photo) of project limits ; 4) Evaluation and mapping of existing utilities; 5) A geotechnical evaluation and report providing recommended pavement section (If needed) and retaining wall design parameters; and 6) An engineer's opinion of probable construction cost.

The following services and reports are anticipated:

## **1.0 - Project Administration**

The CONSULTANT will provide project management services, which include attending project-related meetings specified in this scope of services, and providing monthly progress reports.

Project administration, as well as project status, will be closely coordinated with the TOWN. The CONSULTANT will communicate and coordinate project issues with the TOWN through e-mail and phone conversations throughout the duration of the project.

### **1.1 - Project Management and Quality Control Plan**

The CONSULTANT will establish a project management system for schedule and budget control and will be responsive to input from the TOWN. The CONSULTANT will maintain a master project documentation file and implement a proven quality control program for the project. The CONSULTANT will be responsible for reviewing the SUBCONSULTANTS' work prior to submission to the TOWN. The work shall conform to the project quality control plan.

### **1.2 - Monthly Invoices and Progress Reports**

Each invoice will outline the percentage complete for each major task of this scope of services and the overall completion percentage of the entire project. The CONSULTANT'S monthly invoices will be based on percentages complete within the monthly invoicing period and shall be submitted in a format that shows the total amount invoiced within the monthly invoice period.

Monthly progress reports will be prepared summarizing activities completed during each month and will be sent with each invoice.

## **Deliverables**

- Monthly invoices
- Project Progress Reports

## **2.0 - Project Coordination and Project Meetings**

### **2.1 - Project Schedule**

Following notice to proceed (NTP), The CONSULTANT will submit a detailed project schedule clearly identifying all major tasks and primary submittal dates/milestones. The schedule will show the anticipated completion dates for

each task of the project. Monthly schedule updates will be provided to the TOWN's project manager.

## **2.2 - Project Kick-off Meeting**

The CONSULTANT will attend a kick-off meeting with TOWN staff at a time and date agreeable to all parties. At that meeting the CONSULTANT will provide: 1) a detailed design schedule; 2) a list of the team members who will be involved in the project, along with their phone numbers and e-mail addresses; and 3) any required contractual submittals.

## **2.3 - Progress and Field Review Meetings**

The CONSULTANT will meet with the TOWN on a mutually agreed upon basis for a total of up to four (4) meetings to discuss the project status and any pertinent issues. Two (2) project field review meetings will be conducted following the 30% and 60% submittal. The CONSULTANT will invite all stakeholders including ADOT, cities of Phoenix and Scottsdale, affected utility companies, other consulting firms associated with adjacent design and study projects, as necessary, based on project issues. The CONSULTANT will provide meeting summaries of the coordination meetings, including action items, to the TOWN and all attendees.

## **2.4 - Stakeholders Coordination Meetings**

The CONSULTANT will prepare and attend up to four (4) additional coordination meetings. Additional meetings may be required with stakeholders including ADOT, cities of Phoenix and Scottsdale, other consulting firms associated with adjacent design and study projects, as necessary. The CONSULTANT will provide meeting summaries of the coordination meetings, including action items, to the TOWN and all attendees.

### **Deliverables**

- Project kick-off meeting, meeting notes, and project schedule
- Progress/Comment Review Meetings (4 meetings)
- Stakeholders Coordination Meetings (4 meetings)
- Project Field Review (2 field meetings)

### **3.0 - Data Collection and Field Work**

The TOWN will provide the CONSULTANT with all available relative and relevant information impacting the project. This information will include copies of design standards and guidelines, available plats, quarter section maps, as-constructed drawings within the project area, previously prepared reports and studies, available utility plans, and other relevant documents (electronic or hard copies).

The CONSULTANT will review and organize this available data and discuss specific design-related issues with the TOWN during the 30% plans development.

The CONSULTANT will also conduct site visits to observe current site conditions and design issues within the project limits during design. The Consultant anticipates one (1) field visit not associated with regularly scheduled progress meetings. The visit is anticipated to be three hours for up to three CONSULTANT personnel.

#### **Deliverables:**

- Collect, research and organize data
- One field visit

### **4.0 - Survey and Base Mapping**

**(See attached scope from Rick Engineering, AeroTech Mapping, and RT Underground)**

- Rick Engineering will perform a topographic survey along Lincoln Drive within the project limits. They will verify existing horizontal and vertical controls and create monument line stationing.
- All map-worthy features will be surveyed, including edges of pavement, driveways, fences, signs, striping, drainage features such as box culverts and pipe culverts and manholes, monuments, power poles, light poles and all marked utilities.
- Kimley-Horn will coordinate with sub-consultant RT Underground to perform utility designation and markup of existing utilities. Rick Engineering will survey all marked utilities and incorporate with the survey files.
- Rick Engineering will develop a geometric centerline for Lincoln Drive, containing bearings, distances, and ties to monuments. Right of way lines will be calculated from deeds available in the public records. No title reports will be obtained under this task.

- Rick Engineering will prepare topographic base map in AutoCAD format showing all data obtained during the survey, including contours at a 1-foot contour interval. Final deliverables will include electronic CADD and ASCII files, a copy of the field notes and a sealed hard copy of the topographic survey.
- AeroTech Mapping (AeroTech) (see attached scope) will perform aerial photogrammetric mapping to produce a color digital orthophoto covering the project limits.
- Rick Engineering will set-up aerial control panels using the project survey controls for aerial photography.

**Deliverables**

- Topographic survey and base mapping (AutoCAD)
- Utility designation and mapping
- Existing ROW map
- High resolution color digital orthophoto of the project limits

**5.0 - Preparation of Right-of-Way / Easement Legal Descriptions and Acquisitions**

**(See attached scope from Rick Engineering and CEI)**

The CONSULTANT will determine new ROW and easement lines required to construct the proposed improvements within the project limits.

Rick Engineering will perform ROW survey and prepare legal descriptions and maps for the parcels requiring new easements and/or ROW.

The following scope of work describes ROW acquisitions performed by CEI:

The scope of work assumes ROW acquisition of seven residential and three commercial properties.

The scope items are grouped into two major categories: 1) General ROW tasks, which includes right of way activities that are not parcel-specific and are required to administer and manage the overall ROW activities; 2) Parcel ROW tasks, which are repetitive tasks that directly apply to the acquisition of a parcel or easement. The amount of labor required for the parcel items directly correlates to the number of parcels and easement as well as the complexity of each acquisition.

**General ROW Tasks**

- Perform internal valuation for general estimates and minor easements

(CEI)

- Select and procure Appraiser (CEI)
- Select and procure Appraisal Reviewer (CEI)
- Develop and Manage Parcel Files in accordance with Standard (CEI)

Parcel-specific Tasks

- Prepare and issue firm introduction letters (CEI)
- Review Title Reports (CEI)
- Legal Descriptions prepared by others (KHA)
- Review Legal Descriptions against plans and Title reports (CEI)
- Conduct site visit evaluations and develop photo documentation of conditions (CEI)
- Develop Appraisals (sub to CEI)
- Conduct third party review of Appraisals (sub to CEI)
- Manage Appraisal development and independent review process (CEI)
- General administrative review of appraisals against other documents (CEI)
- Submit valuation to Town for approval (CEI)
- Develop offer package (CEI)
- Meet with property owners to make offers in person (CEI)
- Follow up with property owners within 2-4 weeks of offer presentation (CEI)
- Negotiate and /or finalize purchase agreements (CEI)
- Request escrow and provide required documentation (CEI)
- Provide notifications to design team and Town of COE (CEI)
- Review files for completeness, close hard file and deliver to Town (CEI)

This scope of work does not include activities associated with condemnation. The scope does not include providing title reports, escrow and closing costs. These costs shall be determined at the time of ROW acquisition and could vary based upon the property value.

**6.0 - Utility Coordination**

**(See attached scope from Rick Engineering and RT Underground)**

The CONSULTANT will be responsible for coordinating with utility companies in the area to assemble all current information regarding the locations and sizes of known utilities within the limits of the project. This information will be depicted on the plans with the objective of detailing the locations of all utilities as clearly and accurately as possible. This information will be used to mitigate impacts to the utilities or to facilitate their relocation. The

CONSULTANT will be responsible for providing each of the utility companies a set of complete plans at completion of the 30%, 60%, 95%, and 100% project milestones and will be required to secure written responses from each of the involved utilities. The CONSULTANT will identify utility conflicts in the plans submitted to the utility companies.

The CONSULTANT will conduct up to four (4) coordination meetings with the utilities. The final design will take into consideration all changes required following reviews with the respective utilities. The CONSULTANT will review any relocation plans submitted by the utility companies. Utility relocation design is not included in this scope of work. It is expected that utilities will design and relocate their own utilities if needed.

The CONSULTANT will review prior rights documentation provided by the utilities.

The CONSULTANT will schedule, prepare and attend up to two (2) field meetings with utilities affected by the project. The CONSULTANT will prepare a utility roll plot for review and use by the Town and affected utilities.

The CONSULTANT will review utility relocation plans provided by affected utilities.

The CONSULTANT will prepare a utility clearance letter and utility special provisions. A separate utility report will not be prepared.

SUBCONSULTANT RT Underground will perform and blue stake utilities to perform horizontal designation of utilities within the project limits.

SUBCONSULTANT Rick Engineering will survey the blue stake marked utilities by RT Underground and will incorporate in the topographic survey of the project.

The CONSULTANT will identify potential conflicts and pothole locations. SUBCONSULTANT RT Underground will perform potholes to determine depth of utilities.

**Deliverables**

- Utility submittals (30%, 60%, 95%, & 100% project milestones)
- Utility Coordination Meetings (4 meetings)
- Two (2) field meetings with utilities
- Utility potholes (10 potholes)
- Utility Clearance

**7.0 - Geotechnical**

**(See attached scope from Speedie and Associates)**

- SUBCONSULTANT Speedie and Associates will perform geotechnical exploration, materials testing and will prepare a geotechnical report.
- It is anticipated that the pavement design will be limited to turnout and driveway reconstruction. No borings will be needed to be performed within the pavement.
- Prepare and submit, as required, ROW encroachment permits to the TOWN, layout and mark the proposed test boring locations at the site, contact AZ Blue Stake to locate underground utilities at the proposed boring locations.
- Conduct a geotechnical field exploration. The locations of the test borings may be adjusted depending upon the site conditions and accessibility to portions of the site. During the drilling operations, a field engineer or geologist will log the borings, record the results of penetration tests, and obtain representative samples for further laboratory evaluation. All drilling and sampling will be conducted in general accordance with applicable ASTM or local standards. At the completion of the field exploration, the test borings will be backfilled with soil cuttings or imported soil and resurfaced with asphalt cold-patch.
- Perform laboratory testing on representative samples obtained from the site during the field exploration. All laboratory testing will be conducted in accordance with applicable ASTM, ADOT, or other locally recognized standards.
- Prepare a geotechnical report for the proposed improvements. The information obtained from the geotechnical exploration and laboratory testing program will be used to evaluate the soil and subsurface conditions across the project site.

**Deliverables**

- Draft Geotechnical Report
- Final Geotechnical Report

**8.0 - Environmental Studies**

**(See attached scope from PaleoWest, Greenway and EDR)**

Based on the coordination with ADOT Environmental Planning (EP), it is anticipated that a Categorical Exclusion (CE) Checklist will be appropriate for NEPA documentation for the project.

**Data Collection for Environmental Clearance Limits**

The CONSULTANT will coordinate with the Town/Surveyor to obtain georeferenced CADD files of the ROW limits that will be utilized to establish the environmental clearance limits. The CONSULTANT will provide the ADOT Environmental Planner and Project Manager a Vicinity Map depicting the environmental clearance limits for review and approval prior to moving forward with technical documents.

**Prepare Scope of Work for Technical Documents**

The CONSULTANT will prepare the scope of work (SOW) based on the Initial Project Assessment (IPA). The CONSULTANT will provide the Town and ADOT Project Manager, and the ADOT Environmental Planner the SOW in Word format for review and approval prior to moving forward with incorporating this SOW into technical documents. Once approved, the SOW will be utilized in the biological, cultural and hazardous materials technical documents as well as the scoping letters.

**Public/Agency Scoping**

This task includes the preparation of scoping letters to public and agency stakeholders with jurisdiction over the project corridor that will be affected by the proposed project. The CONSULTANT will coordinate with the Town Project Manager and the ADOT EP Planner to determine a list of agencies, organization, and individuals that should receive a scoping letter. The CONSULTANT will then prepare the letters. Upon receipt of comments, the CONSULTANT will coordinate with the ADOT EP Planner to prepare responses to comments. The Scoping letters will be prepared per the ADOT EP Categorical Exclusion Scoping Guidelines.

**Biological Resources**

The CONSULTANT will prepare a Biological Evaluation Short Form (BESF) for the project area. The CONSULTANT will review an Official Species List for the project area (provided by the ADOT Environmental Planner) from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Conservation (IPaC) system to determine if threatened, endangered, proposed, and/or candidate species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) on-line environmental review tool (provided by the ADOT Environmental Planner) will be

reviewed to determine special status species are known to occur in the project vicinity. Analysis of effects, determination of effects and USFWS/Agency consultation requirements will be documented in the form. State sensitive species, noxious and invasive species, and the Migratory Bird Treaty Act, and any required mitigation measures will be discussed (as applicable). The AGFD's HabiMap™ Arizona will also be utilized to review species distribution information, habitat and wildlife data. The CONSULTANT will assess potential impacts to listed species and make recommendations for future surveys/detailed assessments/mitigation measures (if applicable). The CONSULTANT will submit the draft BESF to the ADOT EP Biologist for review and one (1) round of comments. The CONSULTANT will finalize the BESF based on the ADOT EP Biologist comments.

**Hazardous Materials**

The CONSULTANT will prepare a Preliminary Initial Site Assessment (PISA) to identify potential contamination concerns within the project area. The PISA documentation will include observations from field reconnaissance and the review of an environmental database search that be prepared by EDR for the vicinity of the project (typically 1/8-mile). The CONSULTANT will submit the draft PISA to the ADOT EP for review and one (1) round of comments. The CONSULTANT will finalize the PISA based on the ADOT EP comments.

**Asbestos Sampling**

See attached scope by Greenway Environmental Group (GWEG) for asbestos and lead based paint sampling.

**Cultural Resources**

See attached scope by PaleoWest for cultural resources survey.

**Prepare Environmental Commitments for CE Checklist**

The CONSULTANT will prepare the Environmental Commitments in support of the CE Checklist being prepared in-house by ADOT EP. The CONSULTANT will submit the Environmental Commitments to ADOT EP for review and one (1) round of comments. The CONSULTANT will finalize the Environmental Commitments based on ADOT EP comments.

**Consultant Team/EP Coordination**

The CONSULTANT will coordinate with the consultant internal team and ADOT EP throughout the project clearance process. Coordination with ADOT EP is anticipated to be by telephone or email as meetings are included in a separate task.

**This task does not include preparing the CE Checklist for geotech clearance or the overall project. These tasks will be completed by the ADOT EP Planner.**

### **Services Not Included**

Any other services, including but not limited to the following, are not included in this Agreement:

- **CE Checklists (Performed by ADOT)**
- **Individual CE**
- **Phase I Environmental Site Assessment**
- **Section 404 Impacts Analysis**
- **Preliminary Jurisdictional Delineation**
- **Section 404 Permit Application**
- **Section 401 Water Certification**
- **Air Quality Assessment**
- **Noise Analysis**
- **Additional Environmental Documentation, Field Work, Coordination**

### **9.0 - Public Involvement**

**(See attached scope from Gunn Communications, Inc.)**

The CONSULTANT will collaborate with Gunn Communications, Inc. (GCI) to provide community outreach and perform public information activities for this project.

The CONSULTANT will prepare for and attend up to two (2) public meetings.

The CONSULTANT will prepare for and attend up to four (4) meetings with individual owners and/or HOAs.

GCI will provide the following scope of services:

GCI will establish and maintain a positive relationship within the community by participating in community events, meeting with residents, business owners/HOAs or entities, and groups as needed; holding public meetings, or other types of meetings for the project; conducting one-on-one meetings with key stakeholders to represent project partners to the public, provide information and to facilitate conflict resolution as directed by the Town.

1. Stakeholder Database Management

GCI will research and gather data to identify project stakeholders along the project alignment as well as neighborhood associations and interest groups. GCI will create and maintain a database with contact and other relevant information for each of the identified stakeholders. The database of all contacts, hotline communications, and printed materials will be maintained and updated regularly via GCI's Stakeholder Management System.

Project team members will be provided with login information for continuous access to all project information. GCI will provide a report of all stakeholder activity and communication at the close of the project. GCI will actively participate in project meetings and prepare meeting summaries upon request.

2. Public Meetings

GCI will arrange and facilitate up to two public meetings/stakeholder workshops to be held at the Town. Kimley-Horn's design team will provide exhibit boards or roll plots depicting the project design. The landscape team will provide renderings, mock-ups, or other displays as directed by Town staff. GCI will provide copies of fact sheets or surveys as well as signage, refreshments, and bottled water. Meetings will be documented and a final report will be submitted to the Town and the project team.

3. Newsletters and Construction Notices

GCI will create up to two project newsletters/fact sheets. All published materials will be drafted and submitted to Town staff for review and approval.

4. Project Management and Coordination

GCI will attend project meetings, arrange, and facilitate up to 15 individual or group stakeholder meetings, perform site visits, communications as needed. GCI will maintain a 24-hour project hotline, respond to citizen calls, and document activity to be reported to the Town and team.

5. Public/Stakeholder Communications

GCI will create one press release for the project at the direction of Town staff to be distributed by the Town to the desired media outlets.

6. Property Owner/Business Outreach

GCI will meet individually with businesses in the area to inform about the project. Project newsletters or fact sheets will be hand-delivered for each distribution.

#### 7. Website Content

GCI will prepare up to four website content/email updates for distribution.

#### **Deliverables**

- Two (2) Public Meetings
- Four (4) meetings with individual owners and/or HOAs

#### **10.0 - Sidewalks Design / Plans**

The CONSULTANT will design sidewalks and pedestrian ramps to comply with the current ADA requirements. The CONSULTANT will evaluate all intersections with side streets and driveways within the project limits to ensure that transitions are smooth, no abrupt breakovers are induced as a result of the sidewalk improvements, and vertical and horizontal sight visibilities are adequate.

The CONSULTANT will determine the cut and fill limits for the project based on sidewalk geometrics and will show them on the plans. Proposed ROW and easements will then be designed and added to the plans.

The CONSULTANT will develop Typical Sections, General Notes sheets, Plan Sheets, and detail sheets.

The CONSULTANT will prepare plans at a scale of 1"=20' horizontal, to include base sheet preparation including survey control, topographic mapping, centerline stationing, curb and gutter, sidewalk, ADA compliant curb ramps, driveways, intersecting streets, utilities, existing ROW, proposed ROW and easements, existing utilities and construction notes.

The following list of plan sheets is anticipated for this project:

- Face Sheet
- Design Sheet
- Typical Sections
- Geometric Sheets
- Plan Sheets
- Detail Sheets
- Cross Sections
- Earthwork Report

**11.0 - Drainage Design**

The CONSULTANT will evaluate need for any drainage improvements due to construction of new sidewalks. These improvements are anticipated to be behind the existing curb and gutter within the R/W. No offsite or onsite (pavement drainage) hydrologic analysis is anticipated. Existing culverts and headwalls will be modified to accommodate a pedestrian safe sidewalk.

Structure modification details will be provided for culverts at Estate Antigua and Hillside Drive. If modifications are not feasible, the culverts may need to be extended to accommodate new sidewalks.

**12.0 - Retaining Wall Design**

The CONSULTANT will evaluate the need for any retaining walls due to construction of new sidewalks. The CONSULTANT will prepare final plans, calculations, specifications and opinion of probable cost for proposed site retaining walls. The design will be in accordance with AASHTO LRFD Bridge Design Specifications, 7<sup>th</sup> Edition 2014. An estimated sheet index as follows:

- Structural Notes and Details
- Wall Plan and Elevation
- Wall Typical Section and Details

**13.0 - Traffic Engineering Design****13.1 - Traffic Control and Construction Phasing Plans**

The CONSULTANT will prepare traffic control and construction phasing plans. The CONSULTANT shall coordinate with Town staff to prepare traffic control and construction phasing plans and specifications. The plans and special provisions will be submitted with 60%, 95% and 100 design phases.

- Construction Phasing Sheet
- Traffic Control General Notes
- Maintenance of Traffic
- Traffic Control Details

### **13.2 - Pavement Marking and Signing**

The CONSULTANT will prepare preliminary traffic signing and striping plans for this project at the 30% plan stage. The CONSULTANT shall finalize the traffic signing and striping plans at the 100% plan stage. The Signing and Striping Design Plans shall be produced at 1"= 40' scale and shall include the following sheets:

- Pavement Marking and Signing General Notes sheet
- Pavement Marking and Signing Details

### **14.0 - Landscaping and Irrigation Design**

The CONSULTANT will inventory existing trees (4-inch caliper and greater) and cacti (3' ht. min.) to determine if they are to remain in place, to be removed, or to be salvaged. Inventory Plans will show this existing vegetation over an aerial. Inventory Tables will catalogue the inventoried vegetation, including species, caliper, height, width, condition, and disposition.

The CONSULTANT will also review existing irrigation water meters, valves, mainline, controllers, and other major irrigation infrastructure locations. Locations shall be derived from as-built plans provided by the Town combined with existing condition observation. Existing irrigation system information shall be shown and, if possible, utilized with future improvements.

The CONSULTANT will meet with the Town to determine the desired types of plant material, inert material, and irrigation equipment to be specified with this project. At this meeting we will also coordinate with the Town on the identification of areas within the project area to receive landscape and irrigation as well as existing landscape and irrigation to be protected in place. The CONSULTANT will coordinate with the Town on the location of a salvaged plant nursery. We have also included up to two (2) meetings with the Town and the Consultant developing the Visually Significant Corridors Master Plan (VSCMP) to make sure our planting palette and design are in keeping with the overall VSCMP.

The CONSULTANT will prepare Planting Plans for the project at the 60% plan stage. Planting Plans will show the location and species of proposed and salvaged trees, shrubs, and cacti, as well as existing vegetation to remain. Plant schedule, planting notes, and planting details will be shown at the 95% plan submittal. The CONSULTANT will coordinate with the Town and private entities as necessary for matching existing landscape and ground cover.

The CONSULTANT will prepare Irrigation Plans for the project at the 60% plan stage. Irrigation plans will show the location, type, and size of new water meter and backflow preventer locations, if necessary, along with valves, and irrigation mainline. Irrigation lateral pipe, irrigation emitter schedule, irrigation notes, and irrigation details will be shown at the 95% plan submittal. Any new water taps for irrigation will also be shown on the utility plans.

### **15.0 - Erosion Control Design**

The CONSULTANT shall be responsible for completing temporary and permanent erosion control plans, specifications and estimates in accordance with the TOWN's standards, ADOT Erosion and Pollution Control Manual for Highway Design and Construction, and recommendations from ADOT'S Roadside Development Section.

The CONSULTANT shall be responsible for the preparation of the Storm Water Pollution Prevention Plan (SWPPP) to meet the requirements of Section 402 of the Clean Water Act (NPDES). The erosion control plan shall show the location of the temporary erosion and sediment control features necessary to prevent storm water pollution and shall include erosion control summary sheets, erosion control details, erosion control plan sheets, specifications and estimates. The permanent erosion control features shall be shown on the roadway plans and as appropriate.

The CONSULTANT will prepare erosion control plans, details, specifications, and cost estimates for the project area. Erosion control plans, details, specifications, and opinions of cost will be submitted as part of the 60%, 95% and 100% submittals.

### **16.0 - Scoping Document**

The CONSULTANT will prepare a scoping document along with preliminary 15% design plans and preliminary cost estimate. It is anticipated that the scoping document will be in the form of a Scoping Letter following ADOT guidelines. The draft scoping document will be submitted to the project team for review and will be finalized following addressing review comments.

### **17.0 - Plan Submittals (Preparation of PS&E)**

The CONSULTANT will prepare detailed design for the project, and produce the construction drawings, technical special provisions, and estimate of probable construction costs for the contract documents. The Plans, Specifications and Estimate (PS&E) will be prepared in accordance with the TOWN's policies, procedures, manuals, and standards.

For all submittals the CONSULTANT will provide the following to the TOWN: six (6) 11"x

17” half-size scalable plan sets. 100% PS&E will be on 22”x 34” Mylar. The CONSULTANT will also provide the TOWN two (2) copies of each of the following for each submittal: Summary of earthwork quantities, Project Specifications (each submittal after 30%), and Opinion of Probable Costs.

The PS&E documents will be distributed electronically to ADOT and other stakeholders at each submittal.

The following matrix includes the number of sheets and the type of sheets anticipated:

P = Preliminary, F = Final, S = Sealed

Sheet	30%	60%	95%	100% PS&E
Cover Sheet	P	F	F	S
Design Sheet, General Notes	P	F	F	S
Geometric Control Layout	P	F	F	S
Typical Sections	P	P	F	S
Plan Sheets (Scale – 1” = 20’ (H))	P	P	F	S
Driveway/ADA Ramps Details		P	F	S
Construction Details (scale as needed)		P	F	S
Drainage (Ditch) Plan & Profiles		P	F	S
Drainage Structural Details		P	F	S
Landscaping and Irrigation Plan Sheets		P	F	S
Retaining Wall Plan and Profile Sheets		P	F	S
Signing and Marking Plan Sheets (Scale – 1”= 40’)		P	F	S
Traffic Control and Construction Phasing Plans		P	F	S
Erosion Control Plan and Details		P	F	S
Cross Sections	P	P	F	S
Specifications		P	P	S
Opinion of Probable Costs	P	P	P	S

### 17.1 - Preparation of preliminary (30%) plans and estimate

The CONSULTANT will prepare 30% plans which will include, sidewalk alignments, typical sections, limits of grading, project constraints, including utility facilities, ROW, driveway access, etc. and graphically show the

relationship between the proposed improvements and the existing R/W.

A preliminary opinion of probable cost for construction will be provided using MS Excel.

**17.2 - Preparation of preliminary (60%) plans, specifications and estimate**

The CONSULTANT will submit to the TOWN and to all utilities a set of plans at the 60% level of completion. These plans will show, at a minimum, the final plan and profile views of all existing features, all new improvements, existing utility locations, and existing and proposed ROW and easement limits.

The CONSULTANT will prepare applicable ADOT standard stored specifications and technical special provisions. Upon completion of TOWN and ADOT review of the 60% plans, a meeting will be held between the TOWN and the CONSULTANT to discuss any revisions or additional work indicated for the 95% submittal prior to commencing preparation of 95% plans.

**17.3 - Preparation of pre-final (95%) plans**

The CONSULTANT shall incorporate changes, corrections, and additions as a result of the preliminary (60%) plan review. The resulting set of plans will be submitted to the TOWN and utilities as a pre-final design that will be reviewed by the TOWN and utilities for any final adjustments or corrections. This set of plans will contain all design information.

The CONSULTANT will be provided final locations on existing and proposed utilities as directed by the utility owners at least two weeks prior to the scheduled 95% submittal date for inclusion in the 95% plans. The CONSULTANT will then request from utility companies a utility relocation plan and schedule to encourage a commitment for successful and timely relocation of all utilities.

Upon completion of TOWN and ADOT review of the 95% plans, a meeting will be held between the TOWN and the CONSULTANT to discuss any revisions or additional work indicated for the 100% final bidding documents prior to commencing preparation of final bidding documents.

**17.4 - Preparation of final (100%) bidding documents**

The final plans shall be prepared incorporating any adjustments or corrections

made during review of the pre-final plans. The CONSULTANT shall assemble complete contract documents including contract, general specifications, and special provisions – ready for reproduction. A hard copy and digital copy of the specifications (MS Word), bid schedule (MS Excel), and opinion of probable construction cost (MS Excel) shall be submitted.

### **Deliverables**

- 30% Plans (one (1) 11x17 copy, two (2) 24x36 bond copies and one electronic .pdf copy)
- 30% Opinion of Probable Costs (two (2) copies)
- 60% Plans (one (1) 11x17 copies, two (2) 24x36 bond copies and one electronic .pdf copy)
- 60% Specifications, and Opinion of Probable Costs (two (2) copies)
- 95% Plans (one (1) 11x17 copy, two (2) 24x36 bond copies and one electronic .pdf copy)
- 95% Specifications and Opinion of Probable Costs (two (2) copies)
- 100% Plans (one (1) 24”x 36” Mylar, one (1) 11x17 copy, two (2) 24x36 bond copies and one electronic CAD & .pdf copy)
- 100% Specifications, and Opinion of Probable Costs (two (2) copies)
- Final PS&E (one (1) 24”x 36” Mylar, one (1) 11x17 copy, and one electronic CAD & .pdf copy)

### **18.0 - Post Design Services**

The scope of services during project construction will include attending pre-construction partnering workshop, responding to request for information (RFIs), review and respond to contractor’s shop drawings, attending weekly construction meetings, site visits, addressing construction issues and preparing As-built Record Drawings. The following are assumptions to prepare this scope of services:

- Project construction will last for six months
- Pre-construction Partnering Workshop
- Respond to Contractor’s Request for Information (RFI) – 8 RFI’s are anticipated
- Weekly Construction Meetings – 2 meetings per month for a total of 12 meetings are anticipated
- Respond to contractor’s request for shop drawings review – 2 reviews are

anticipated

**Prepare As-built Record Drawings**

The scope of services will include preparing final as-built record drawings for the project. The Consultant will utilize original plans, field changes (red-lines provided by the contractor), electronic files, and other miscellaneous documents provided by the ADOT Resident Engineer, or other entities as required to prepare final record drawings. All field changes included in the red line set will be incorporated in record drawings electronically. Record Drawings will be prepared in AutoCAD format and will be submitted to the Town as a hard copy on mylar as well as electronically.

**Project Meetings**

The following meetings are included in the above scope of work items:

**Design Phase:**

- Project kick-off meeting (1 meeting)
- Progress/Comment Review Meetings (4 meetings)
- Stakeholders Coordination Meetings (4 meetings)
- Project Field Review (2 field meetings)
- Data Collection / Field Review (1 field review)
- ROW Meetings with Owners/HOAs (CEI) (4 meetings)
- Utility Coordination Meetings (4 meetings)
- Landscaping/VSCMP Coordination Meetings (2 meetings)
- Field meetings with utilities (2 field reviews)
- Public Meetings (2 meetings)
- Meetings with individual owners and/or HOAs (4 meetings)

**Post Design Phase:**

- Pre-Construction Partnering Workshop (1 meeting)
- Weekly Construction Meetings (12 meetings)
- Field Review Meetings (2 meetings)

***ADDITIONAL SERVICES***

Items not covered by the preceding scope shall be considered additional services. The CONSULTANT will provide additional services upon receipt of written authorization and mutual agreement between TOWN and the CONSULTANT regarding scope, cost and schedule. Additional services could include, but are not limited to, the following:

- Additional Meetings
- Construction Administration/Inspection Services

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**Lincoln Drive Sidewalk Expansion**

**DERIVATION OF COST PROPOSAL SUMMARY**

(Figures Rounded To The Nearest \$1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Project Manager	166	\$ 199.00	\$ 33,034
Project Engr	85	\$ 185.00	\$ 15,725
Engr/Designer	524	\$ 140.00	\$ 73,360
Analyst	618	\$ 114.00	\$ 70,418
Env. Planner	129	\$ 160.00	\$ 20,640
Landscape Architect	132	\$ 158.00	\$ 20,856
Administrative	31	\$ 125.00	\$ 3,875
Clerical	42	\$ 75.00	\$ 3,150
	<b>1,727</b>	Hours	

Direct Labor Cost **\$ 241,058**

DIRECT EXPENSES

Mileage (personal vehicle)	\$ 355
Plotting	\$ 3,021
Courier / Delivery	\$ 75
Outside Copying	\$ 912
EDR (Hazmat Database Report)	\$ 290

Total Estimated Expenses **\$ 4,653**

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Rick Engineering (Survey)	\$ 23,180	LSUM
AeroTech Mapping (Aerial Mapping)	\$ 4,215	LSUM
CEI (Right-of-Way)	\$ 58,400	LSUM
Speedie (Geotechnical Investigations)	\$ 11,700	LSUM
RT Underground (Utility Designation/10 Potholes)	\$ 12,050	LSUM
Greenway Group (asbestos/lead sampling)	\$ 1,226	LSUM
Paleo West (Cultural)	\$ 5,550	LSUM
Gunn Communications (Public Involvement)	\$ 22,797	LSUM
CEI Sub (Appraisal & Appraisal Review)	\$ 24,000	LSUM

Total Estimated Outside Services **\$ 163,118**

PROJECT DESIGN/ROW COST

**\$ 408,829**

TOTAL PROJECT COST

**\$ 408,829**

CONTRACT TIME 365 Calendar Days

\_\_\_\_\_  
 Consultant Firm Signature

\_\_\_\_\_  
 11/8/2016  
 Date

Town of Paradise Valley

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Lincoln Drive Sidewalks Expansion



**ESTIMATED STAFF**

TASK	Scale	No Shts	PM	ProjEngr	Engr/Designer	Analyst	EnvPlanner	LandArch	Admin	Clerical	Total
			\$ 199.00	\$ 185.00	\$ 140.00	\$114.00	\$160.00	\$158.00	\$ 125.00	\$ 75.00	
<b>Task 1 - Project Administration</b>											
Monthly Progress Reports (12 Rpts) (Include w/ Invoice)			6								6
Project Accounting Setup/Invoicing/Insurance			2						2	2	6
Contract Management (12 Months @ 3 hrs/Month)			36						12		48
Prepare and Maintain Project Workplan			4								4
Project Quality Control Plan			1			4					5
Project Documentation/Email/Document Filing (12 Months @ 1 hrs/M)			6			6					12
Internal Team Meetings/Coordination (6 meetings)			6		6	6	3	3			24
											-
<b>Subtotal Task 1 - Project Administration</b>			<b>61</b>	<b>-</b>	<b>6</b>	<b>16</b>	<b>3</b>	<b>3</b>	<b>14</b>	<b>2</b>	<b>105</b>
<b>Task 2 - Project Meetings &amp; Coordination</b>											
Prepare/Update Project Schedule			2								2
Project Kick-off Meeting											-
Coordinate and Prepare Meeting Agenda/Exhibits/Handouts			1		2	4					7
Attend Meeting			2		2		2	2			8
Prepare Meeting Minutes & Distribute			1		2						3
Project Progress Meetings (4)											-
Coordinate and Prepare Meeting Agenda/Exhibits/Handouts			4		4	4					12
Attend Meeting			8		8		8				24
Prepare Meeting Minutes			4		4						8
Project Field Review Meetings (2)											-
Coordinate and Prepare Meeting Exhibits						4					4
Attend Meeting			4		4			4			12
Prepare Meeting Minutes					4						4
Stakeholder Coordination Meetings (4)											-
Coordinate and Prepare Meeting Agenda/Exhibits/Handouts			2		4	8					14
Attend Meeting			8		8		4	4			24
Prepare Meeting Minutes			4		4						8
											-
<b>Subtotal Task 2 - Project Meetings &amp; Coordination</b>			<b>40</b>	<b>-</b>	<b>46</b>	<b>20</b>	<b>14</b>	<b>10</b>	<b>-</b>	<b>-</b>	<b>130</b>

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**ESTIMATED STAFF**

TASK	Scale	No Shts	PM	ProjEngr	Engr/Designer	Analyst	EnvPlanner	LandArch	Admin	Clerical	Total
<b>Task 3 - Data Collection and Field Work</b>											
As-Built and Past Report Research				1	2	2					5
Collect and Organize Data						4				2	6
Filed Review				3	3	3					9
											-
<b>Subtotal Task 3 - Data Collection and Field Work</b>			-	4	5	9	-	-	-	2	20
<b>Task 4 - Survey and Base Mapping</b>											
Coordinate with sub consultant				1	2						3
Review survey and control data					4						4
Incorporate data into base mapping					4	4					8
Administer Sub consultant Contract			2						3	2	7
											-
<b>Subtotal Task 4 - Survey and Base Mapping</b>			2	1	10	4	-	-	3	2	22
<b>Task 5 - Right-Of-Way &amp; Legal Descriptions</b>											
Review Existing Right-of-Way					2						2
Identify New Right-of-Way & Easements Needs					4						4
QC Existing R/W File				1	2						3
Prepare Proposed R/W & Easement Strip Map				2	4						6
QC Proposed R/W and Easement Documents				2	3						5
Coordinate with Sub consultant				2	2						4
Administer Sub consultant Contract			2						3	2	7
											-
<b>Subtotal Task 5 - Right-Of-Way &amp; Legal Descriptions</b>			2	7	17	-	-	-	3	2	31
<b>Task 6 - Utility Coordination</b>											
Prepare utility base file					1	3					4
Develop and maintain utility inventory and conflict log					2	3					5
Utility coordination meetings - up to four (4)				8	8						16
Utility coordination meeting notes				2	4						6
Review Prior Rights Documentation				2	2						4
Utility notification letters (30%, 60%, 95%)					1	3					4
Utility relocation concept development				2	3	5					10
Utility field meetings - up to two (2) - (SRPP, Cox, SWG, CenturyLink, Western)				4	4						8
Utility field meeting notes				1	2						3
Prepare utility strip map for utility review and use					2	3					5

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**ESTIMATED STAFF**

TASK	Scale	No Shts	PM	ProjEngr	Engr/Designer	Analyst	EnvPlanner	LandArch	Admin	Clerical	Total
Prepare CADD files to Transmit to Utilities						2					2
Review utility relocation plans (up to five reviews)					2	5					7
Prepare utility clearance letter					3						3
											-
<b>Subtotal Task 6 - Utility Coordination</b>			-	19	34	24	-	-	-	-	77

Task 7 - Geotechnical											
Coordinate with sub consultant				1	1						2
Review Draft Geotech report				1	2						3
Review Final Geotech report				1	2						3
Incorporate Recommendations into design				1	1	2					4
Administer Sub consultant Contract			2						3	2	7
											-
<b>Subtotal Task 7 - Geotechnical</b>			2	4	6	2	-	-	3	2	19

Task 8 - Environmental Clearance											
											-
<b>Data Collection for Environmental Clearance Limits</b>						2	1			1	4
Prepare Vicinity Map with Clearance Limits for EP/PM review approval for tech documents						2	1			1	4
<b>Prepare SOW based on IPA for EP/PM review approval for tech documents</b>			1			1	2			1	5
<b>Public/Agency Scoping</b>											-
Draft letters/EP coordination, responses including AGFD scoping letter			1			2	15			4	22
<b>Biological Resources</b>											-
Review USFWS/AGFD lists provided by EP						1	2				3
Field work for biology						4	4				8
Prepare Biological Evaluation Short Form						3	10			2	15
Quality Control						2	2			2	6
Address EP Comments 1						1	3			1	5
Quality Control						1	1			1	3
Address EP Comments 2						1	2			1	4
Quality Control						1	1			1	3
<b>Prepare Preliminary Initial Site Assessment</b>											-
Obtain and review EDR database search						1	3				4
Field work for hazmat (combined with biology field work)											-

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**ESTIMATED STAFF**

TASK	Scale	No Shts	PM	ProjEngr	Engr/Designer	Analyst	EnvPlanner	LandArch	Admin	Clerical	Total
Prepare PISA form						2	20			2	24
Quality Control						2	2			2	6
Address EP Comments 1						1	2			1	4
Quality Control						1	1			1	3
<b>Asbestos and Lead Based Paint Sampling</b>											-
Sub consultant/EP coordination for report approval						2	3			2	7
<b>Cultural Resources</b>											-
Sub consultant/EP coordination for report approval						2	5			2	9
<b>Environmental Commitments for CE Checklist</b>											-
Prepare Commitments for CE Checklist being completed in house by EP						2	12			2	16
<b>Consultant team and EP coordination throughout the clearance process</b>											-
Administer Sub consultant Contract			2			2	20		2	1	27
			2						3	2	7
											-
<b>Subtotal Task 8 - Environmental Clearance</b>			<b>6</b>	<b>-</b>	<b>-</b>	<b>36</b>	<b>112</b>	<b>-</b>	<b>5</b>	<b>30</b>	<b>189</b>
<b>Task 9 - Public Involvement</b>											
Public Meetings (2)											-
Coordinate and Prepare Meeting Exhibits			2		2	4		2			10
Meetings with Individual Owners (4 meetings)			8		4			8			20
Attend Public Meetings			6		6			6			18
Administer Sub consultant Contract			2						3	2	7
											-
<b>Subtotal Task 9 - Public Involvement</b>			<b>18</b>	<b>-</b>	<b>12</b>	<b>4</b>	<b>-</b>	<b>16</b>	<b>3</b>	<b>2</b>	<b>55</b>
<b>Task 10 - Sidewalks Design/Plans</b>											
Sidewalks Design											-
Develop & Document Design Criteria					2	2	-				4
InRoads Horizontal Alignment					3	5					8
Create InRoads Typical Section Template					2	4	-				6
Create and Modify InRoads Project Model					2	5					7
Plot and Annotate Cross Sections					2	2					4
<b>Plans / Details</b>											-
Cover Sheet and General Notes		1		1	3	6					10
Typical Sections		2		2	8	10					20
Detail Sheets											-
Sidewalk Ramp Details (Assume 2 of 16 Special Detail)		1		1	4	10					15

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**ESTIMATED STAFF**

TASK	Scale	No Shts	PM	ProjEngr	Engr/Designer	Analyst	EnvPlanner	LandArch	Admin	Clerical	Total
Driveway Detail Sheets (Assume 6 of 26 Special Detail)		3		3	12	24					39
Geometric Control Sheets	100	5		3	10	20					33
Plan Sheets	20	20	10	10	35	70					125
Take-off Quantities					5	10					15
Prepare and Maintain Quantity/Design Documentation					2						2
											-
<b>Subtotal Task 10 - Sidewalks Design/Plans</b>		<b>32</b>	<b>10</b>	<b>20</b>	<b>90</b>	<b>168</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>288</b>
<b>Task 11 - Drainage Design</b>											
Evaluate drainage impacts					4	7					11
Design drainage improvements					4	7					11
Culvert/Headwall Modification Details		2		2	10	25					37
											-
<b>Subtotal Task 11 - Drainage Design</b>		<b>2</b>	<b>-</b>	<b>2</b>	<b>18</b>	<b>39</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>59</b>
<b>Task 12 - Retaining Wall Design / Plans</b>											
Evaluate Retaining Wall Impacts					4	8					12
Retaining Wall Geometry and Layout		1		2	8	18					28
Retaining Wall Typical Section and Details		2		2	15	20					37
											-
<b>Subtotal Task 12 - Retaining Wall Design / Plans</b>		<b>3</b>	<b>-</b>	<b>4</b>	<b>27</b>	<b>46</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>77</b>
<b>Task 13 - Traffic Engineering</b>											
Construction Phasing Plans											-
Construction Phasing Plan		1		2	5						7
Traffic Control Plans											-
Traffic Control General Notes	N/A	1		1	3						4
Maintenance of Traffic	N/A	1		3	5						8
Traffic Control Details	N/A	2		5	15						20
Contract Duration				2	3						5
Quantities				2	5						7
Special Provisions				2	1						3
Coordination with Town staff				2							2
Pavement Marking and Signing											-
Pavement Marking and Signing General Notes	N/A	1		1	4						5
Pavement Marking and Signing Details (Plans will not be developed)	N/A	2		2	12						14

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**ESTIMATED STAFF**

TASK	Scale	No Shts	PM	ProjEngr	Engr/Designer	Analyst	EnvPlanner	LandArch	Admin	Clerical	Total
Quantities				2	3			-			5
Field Inventory					2						2
											-
<b>Subtotal Task 13 - Traffic Engineering</b>		<b>8</b>	<b>-</b>	<b>24</b>	<b>58</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>82</b>
<b>Task 14 - Landscaping and Irrigation Design</b>											
Plant Inventory Plans											-
Plant Inventory Field Work											-
Plant Inventory documentation and data table						3		3			6
Plant Inventory Plans	40	10				16		6			22
Quantities						4		2			6
Coordination meetings with Town and VSCMP (2)						4		4			8
Planting Plans											-
Planting General Notes and Schedule	N/A	1				4		2			6
Planting Plans	20	20				30		15			45
Planting Details	N/A	1				2		2			4
Coordination with Town staff								8			8
Quantities						4		2			6
Special Provisions								6			6
Irrigation Plans											-
Irrigation General Notes and Schedule	N/A	1				4		2			6
Irrigation Plans	20	20				30		15			45
Irrigation Details	N/A	2				4		2			6
Coordination with Town staff								8			8
Quantities						4		2			6
Special Provisions								6			6
											-
<b>Subtotal Task 14 - Landscaping and Irrigation Design</b>		<b>55</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>109</b>	<b>-</b>	<b>85</b>	<b>-</b>	<b>-</b>	<b>194</b>

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**ESTIMATED STAFF**

TASK	Scale	No Shts	PM	ProjEngr	Engr/Designer	Analyst	EnvPlanner	LandArch	Admin	Clerical	Total
<b>Task 15 - Erosion Control Design</b>											
SWPPP Index Sheet	N/A	1				4		1			5
Erosion Control Details	N/A	3				4		1			5
Erosion Control Plans	40	10				25		8			33
Quantities						4		2			6
Special Provisions								6			6
											-
<b>Subtotal Task 15 - Erosion Control Design</b>						<b>37</b>		<b>18</b>			<b>55</b>
<b>Task 16 - Scoping Document</b>											
Prepare Draft Scoping Letter			2		10	5					17
Preliminary 15% Plans			1		5	15					21
Preliminary Cost Estimate			1		5	10					16
Address Review Comments			1		5	9					15
Final Scoping Letter			2		5	5					12
											-
<b>Subtotal Task 16 - Scoping Document</b>			<b>7</b>		<b>30</b>	<b>44</b>					<b>81</b>
<b>Task 17 - Plan Submittals (Preparation of PS&amp;E)</b>											
<b>PRELIMINARY (30% P&amp;E)</b>											
Combined Opinion of Probable Costs					4						4
30% QC Review & Address Comments			2		5			-			7
Prepare 30% Design Submittal Plans					5	10					15
<b>PRELIMINARY (60% PS&amp;E)</b>											
Combined Opinion of Probable Costs					4						4
Prepare Project Specifications (General & Technical)					6						6
60% QC Review & Address Comments			2		10						12
Complete Written Response to Summary of Comments					5						5
Prepare 60% Design Submittal Plans					5	10					15
<b>PRE-FINAL (95% PS&amp;E)</b>											
Combined Opinion of Probable Costs					4						4
Update Project Specifications (General & Technical)					4						4
95% QC Review & Address Comments			2		7						9
Complete Written Response to Summary of Comments					5						5
Prepare 60% Design Submittal Plans					5	10					15
<b>FINAL (100% PS&amp;E) CONSTRUCTION DOCUMENTS</b>											
Update Probable Cost Opinion					4						4

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**ESTIMATED STAFF**

TASK	Scale	No Shts	PM	ProjEngr	Engr/Designer	Analyst	EnvPlanner	LandArch	Admin	Clerical	Total	
Update Project Specifications (General & Technical)					4						4	
Prepare 100% PS&E Design Submittal Plans					5	10					15	
100% QC Review & Address Comments			2		5						7	
Complete Written Response to Summary of Comments					6						6	
Prepare Bid Package			2		5						7	
Bidding Assistance					5						5	
											-	
<b>Subtotal Task 17 - Plan Submittals (Preparation of PS&amp;E)</b>			<b>10</b>	<b>-</b>	<b>103</b>	<b>40</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>153</b>	
<b>Task 18 – Post Design Services</b>												
Pre-Construction Partnering Workshop (1)			4		4						8	
Weekly Construction Meetings (2 Mtgs/Month) (12)					24						24	
Field Review Meetings (2)					4						4	
Answer RFI's/Contractor Questions (8 RFIs)			4		16						20	
Shop Drawing Reviews (2)					4						4	
Prepare As-built Record Drawings					10	20					30	
											-	
<b>Subtotal Task 18 – Post Design Services</b>			<b>8</b>	<b>-</b>	<b>62</b>	<b>20</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>90</b>	
<b>Totals</b>			<b>114</b>	<b>166</b>	<b>85</b>	<b>524</b>	<b>618</b>	<b>129</b>	<b>132</b>	<b>31</b>	<b>42</b>	<b>1,727</b>

Lincoln Drive Sidewalks Expansion

**ESTIMATE OF DIRECT EXPENSES**

Travel

A. Local Mileage		
640 miles (40 trips to Town)		640 miles
x \$0.555 per mile		\$ 355
Subtotal Travel		\$ 355

Plotting

Plotting	A. Bond (24" x 36") review Plots - 4 Submittals - 2 Copies	912 shts
	Total expense at billing rate of \$2.00 per sheet plotted	\$ 1,824
	B. Mylar Plots	114 shts
	Total expense at billing rate of \$10.50 per sheet plotted	\$ 1,197
Subtotal Plotting		\$ 3,021

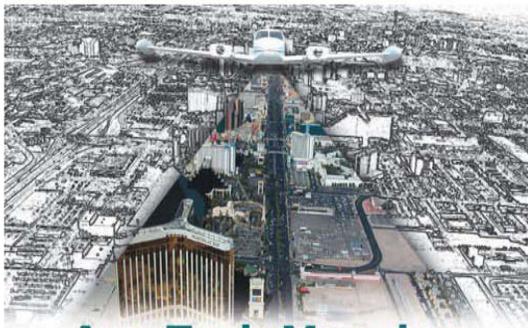
Miscellaneous Expenses

A. Courier / Delivery (5 @ \$15)	\$ 75	
B. Outside Copying (4 Submittals -10 Sets - 114 sheets @ \$0.20)	\$ 912	
C. EDR (Hazmat Database Report)	\$ 290	
Subtotal Miscellaneous Expenses		\$ 1,277

Estimated Outside Services and Consultants

Rick Engineering (Survey)	\$ 23,180
AeroTech Mapping (Aerial Mapping)	\$ 4,215
CEI (Right-of-Way)	\$ 58,400
Speedie (Geotechnical Investigations)	\$ 11,700
RT Underground (Utility Designation/10 Potholes)	\$ 12,050
Greenway Group (asbestos/lead sampling)	\$ 1,226
Paleo West (Cultural)	\$ 5,550
Gunn Communications (Public Involvement)	\$ 22,797
CEI Sub (Appraisal & Appraisal Review)	\$ 24,000
<b>TOTAL ESTIMATED OUTSIDE SERVICES</b>	<b>\$ 163,118</b>

TOTAL ESTIMATED EXPENSES \$ 167,771



**AeroTech Mapping**

Arizona - California - Nevada - New Mexico - Texas  
Utah - Colorado - North & South Dakota

• **Arizona**

8433 N. Black Canyon Hwy, Suite 120, **Phoenix, AZ 85021** (623) 242-7656  
5055 E. Broadway Blvd, Suite C214, **Tucson, AZ 85711** (520) 561-6537

• **California**

29970 Technology Drive **Murrieta, CA 92563** (619) 606-5020  
530 S. Hewitt St., Suite 121, **Los Angeles, CA 90013** (213) 985-4230

• **Nevada**

2580 Montessouri, Suite 104, **Las Vegas, NV 89117** (702) 228-6277  
8600 Technology Way, Suite 115, **Reno, NV 89521** (775) 853-0900

• **New Mexico**

6565 America Parkway NE, Suite 200 **Albuquerque, NM 87110** (520) 561-6537

**October 25, 2016**

Mr. Raj Christian, P.E.  
**Kimley-Horn and Associates, Inc.**  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020

**Re: Lincoln Drive - 500' Wide Corridors - See Attached Exhibits "Lincoln West and Lincoln East Layouts"**

Dear Raj,

AeroTech Mapping is pleased to present the following proposal for color aerial photography and photogrammetric services consisting of the production of 1:480 color digital orthophoto covering five-hundred (500') foot wide corridors along Lincoln Drive. The orthophotographic limits are indicated in green on the attached file.

The photography will consist of two (2) flight lines and twenty-four (24) exposures utilizing 4cm Digital Imagery.

Deliverables will consist of a DVD containing the tfw image limit files, orthophoto TIFF images and .dwg image limits files which will allow for bringing the images into their proper coordinate position.

**Kimley-Horn** will be responsible for the establishment of aerial ground control for the aerial survey. A total of thirteen (13) aerial targets are needed for this project. Target sizes will be in the order of six inches (6") wide and measure approximately four (4') feet in total length.

**Project scope for photogrammetric services: 1:480 Color Orthophoto**

Photography: <b>Color</b>	Overlap: <b>60%</b>
Plot: <b>N/A</b>	Flight scale: <b>4cm Digital Imagery</b>
Stereo Model Count: <b>22</b>	Mapping Scale: <b>1" = 40'</b>
Contour Interval: <b>N/A</b>	Planimetrics: <b>N/A</b>
Digital Orthophoto: <b>Color, TIFF, 0.15' Pixel</b>	CAD Format: <b>TIFF, .tfw, .dwg</b>
Layers: <b>N/A</b>	Control: <b>13 HVP, 6" Wide x 4' Tall</b>

**Project estimated schedule:** 12 consecutive working days after date of photography or receipt of control, whichever is later. Please note certain delays may exist, i.e., weather and air flight restrictions.

Project accuracy to conform to generally accepted photogrammetric standards established by the American Society of Photogrammetry & Remote Sensing (ASPRS).

**Payment Schedule:**

**Fee: \$ 4,215.00 \_\_\_\_\_ Initial**

**Terms Net 30 days**

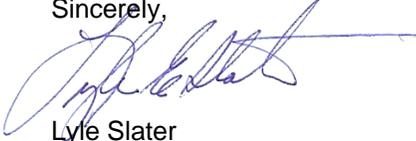
This proposal will remain effective for 60 days after the date of this letter. If you have any questions, please do not hesitate to contact us at any time. AeroTech Mapping appreciates the opportunity of submitting this proposal and look forward to working with **Kimley-Horn and Associates, Inc.**

Teresa Torres President, Principal <a href="mailto:Teresatorres@atmlv.com">Teresatorres@atmlv.com</a> 702-228-6277 (office)	Leo Torres VP, Principal <a href="mailto:Leotorres@atmlv.com">Leotorres@atmlv.com</a> 702-595-6277 (cell)	Lyle Slater GM, AZ & CA <a href="mailto:Lslater@atmlv.com">Lslater@atmlv.com</a> 602-459-3933 (cell)	Mike Dauer Account Executive <a href="mailto:Mikedauer@atmlv.com">Mikedauer@atmlv.com</a> 619-606-5020 (cell)	Eric Phan, P.L.S. General Manager <a href="mailto:Ericphan@atmlv.com">Ericphan@atmlv.com</a> 702-325-8808 (cell)	Tim Burrows Account Executive <a href="mailto:Timburrows@atmlv.com">Timburrows@atmlv.com</a> 520-561-6537 (cell)
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Raj Christian, P.E.  
**Kimley-Horn and Associates, Inc.**  
10/25/2016

Your signature in the space provided below will indicate your acceptance of our proposal and serve as our Notice to Proceed.

Sincerely,



Lyle Slater  
General Manager

Accepted by: **Kimley»Horn**

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Raj Christian, P.E.

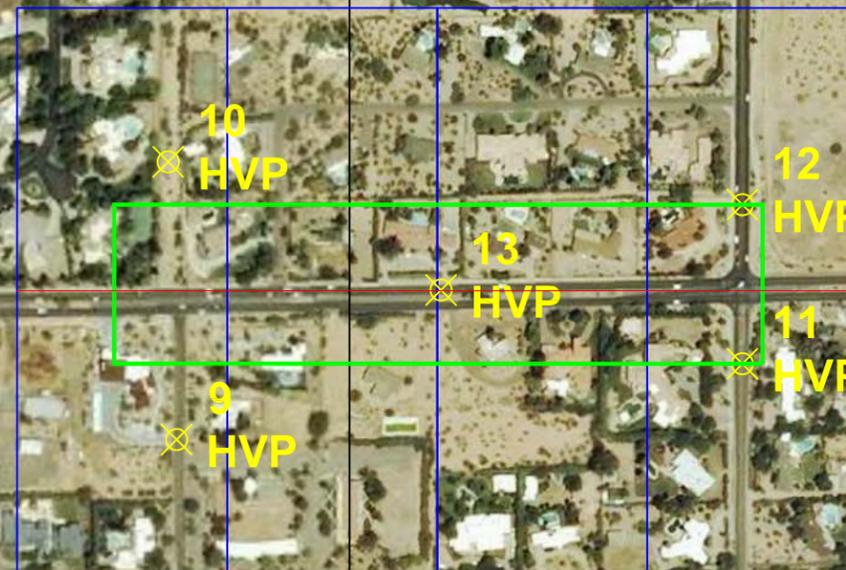
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Date

**4cm Digital Imagery, 2 Flight Lines, 24 Exposures**  
**1:480 Digital Imagery, Color, 0.15' Pixel Resolution**  
**AZSPCS NAD83 CENTRAL ZONE (Grid), 13 Aerial Panel Points**



**4cm Digital Imagery, 2 Flight Lines, 24 Exposures**  
**1:480 Digital Imagery, Color, 0.15' Pixel Resolution**  
**AZSPCS NAD83 CENTRAL ZONE (Grid), 13 Aerial Panel Points**



### Our Owners...

**John C. Patterson, PE**  
President

**Steve L. Bruflat, PE**  
Exec. Vice President

**Barry K. Brown, PE**  
Sr. Vice President

**Maher N. Osman, PE**  
Vice President

**Tanya M. Kreuzer, LEAP**  
Vice President

**Luis M. Mota, PE**  
Vice President

### Our Services...

#### Project & Construction Management

#### Construction Administration & Inspection

- Resident Engineering
- Civil Inspection
- Field Office Administration
- Electrical Inspection

#### Right of Way

- Appraisals, Acquisition, Relocation

#### Land Survey

#### Permit Processing

#### Civil Engineering

### Our Offices...

#### Phoenix Corporate Office

10625 N. 25<sup>th</sup> Ave., Ste. 200  
Phoenix, AZ 85029  
602-866-5090 Tel  
602-866-5085 Fax

#### Mailing Address:

PO Box 37167  
Phoenix, AZ 85069-7167

#### Tucson Office

3161 E. 47<sup>th</sup> Street  
Tucson, AZ 85713  
520-437-7858 Tel  
520-423-3228 Fax

#### California Office

3415 S. Sepulveda Blvd  
Suite 1100  
Los Angeles, CA 90034  
310-881-2954 Tel  
310-943-3156 Fax

#### Nevada Office

7251 W. Lake Mead Blvd.  
Suite 300  
Las Vegas, NV 89128  
702-308-7501 Tel  
702-442-8058 Fax

#### New Mexico Office

500 Marquette Avenue  
Suite 1200  
Albuquerque, NM 87102  
505-503-4971 Tel  
505-212-0674 Fax

#### Texas Office

4236 Towne Lake Court  
Dallas, TX 75061  
888-706-9513 Tel  
214-594-8327 Fax

#### Utah Office

9980 S. 300 West, Ste. 200  
Sandy, UT 84070  
801-676-6489 Tel  
801-285-7401 Fax

October 27, 2016

Kimley-Horn  
7740 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020  
Attn: Raj Christian

Subj: Paradise Valley, Lincoln Drive Sidewalk Expansion Project

Re: Right of Way Services Scope of Work and Fee Schedule

Dear Raj:

Consultant Engineering, Inc. (CEI) is pleased to submit the following revised right of way (ROW) scope of services and fee schedule for the above referenced project as requested. Please note that some of the tasks are anticipated and noted to be provided by others.

Per your verbal request, the scope items are grouped into two major categories: 1) General ROW tasks, which includes right of way activities that are not parcel specific and are required to administer and manage the overall right of way activities; 2) Parcel Specific ROW tasks, which are repetitive tasks that directly apply to the acquisition of a parcel or easement. The amount of labor required for the parcel specific items directly correlates to the number of parcels and easement as well as the complexity of each acquisition.

The major scope of work items for a federally funded projects include:

#### GENERAL ROW TASKS

- Perform internal valuation for general estimates and minor easements (CEI)
- Select and procure Appraiser (CEI)
- Select and procure Appraisal Reviewer (CEI)
- Develop and Manage Parcel Files in accordance with Standard (CEI)

#### PARCEL SPECIFIC TASKS

- Prepare and issue firm introduction letters (CEI)
- Review Title Reports (CEI)
- Legal Descriptions prepared by others (KHA)
- Review Legal Descriptions against plans and Title reports (CEI)
- Conduct site visit evaluations and develop photo documentation of conditions (CEI)
- Develop Appraisals (sub to CEI)
- Conduct third party review of Appraisals (sub to CEI)
- Manage Appraisal development and independent review process (CEI)
- General administrative review of appraisals against other documents (CEI)
- Submit valuation to Town for approval (CEI)
- Develop offer package (CEI)
- Meet with property owners to make offers in person (CEI)
- Follow up with property owners within 2-4 weeks of offer presentation (CEI)
- Negotiate and /or finalize purchase agreements (CEI)
- Request escrow and provide required documentation (CEI)
- Provide notifications to design team and Town of PV of COE (CEI)
- Review files for completeness, close hard file and deliver to Town of PV (CEI)

This scope of work does not include activities associated with condemnation. Those services are typically quoted separately on an as needed basis. Our pricing is as shown below:

<b>FIRM:</b>	CEI	<b>PROJECT TITLE:</b> Paradise Valley, Lincoln Drive Sidewalk Expansion Project, ROW Services		
<b>TASK:</b>	N/A	<b>TASK DESCRIPTION:</b>	ROW Acquisition Services	<b>DATE:</b> 10-28-2016
<b>GRP:</b>	ROW	<b>METHOD OF PAYMENT:</b>	FP <input checked="" type="checkbox"/> FPPE <input checked="" type="checkbox"/> T&E <input type="checkbox"/> CPFF <input type="checkbox"/>	<b>PREPARED BY:</b> Coral S./Clark H./Luis M.

Parcel Type	Total Lump Sum Price	Parcel Specific Assumptions
Setup, preparation, and administration items applicable to all job acquisitions	\$2,500	This lump sum price applies to all the general administrative set up and planning required in preparation for job specific acquisitions.
Single Family, ROW Acquisition, (cost per parcel)	\$5,100	This is a lump sum price for an individual parcel based on the type of acquisition.
Commercial/Mixed Use, ROW Acquisition, (cost per parcel)	\$6,400	This is a lump sum price for an individual parcel based on the type of acquisition.
Attend Project or Public Meetings	\$250	This is a lump sum price per person, per meeting.

General Project Assumptions	
1	Survey and/or marking of right of way and/or easement area(s) by others. (needed for site meetings with owners)
2	Changes or modifications to acquisition limits will result in increased fees.
3	Agency to order and provide title reports, determinations that remainder properties are not rendered non-conforming (if any), title clearing services, closing of escrow services, and record all documents at their own costs.
4	Legal descriptions, exhibits and right of way strip map of areas to be provided by others
5	Legal description reviews do not include checking geometry for closure.
6	Assumes only coordination services for closing of escrow and title clearing. No actual closing and/or title clearing tasks included.
7	Price only includes acquisitions of land only. Utility relocation, arbitration, or condemnation tasks will result in increased fees.
8	Price per parcel is for acquisitions of R/W only. Easements will be at an additional fee.
9	Title reports are obtained and provided by others (Town).
10	Escrow and closing costs paid by others. (Town)
11	The Town will provide their standard offer letter, purchase agreements, summary statements, deeds, easements, project introduction letter, valuation approval form, check request form. Forms assumed to meet federal requirements. CEI did not include time for customization or modification of forms.

Expenses		
Sub-Contractors	Service	Price
Estimated cost per Appraisal - Billed at actual costs	Appraisals (minimum of 10 parcels)	\$1,800.00
Estimated cost per Appraisal Review - Billed at actual Costs	Appraisal Reviews (minimum of 10 parcels)	\$400.00
<b>Total Sub-Contractors:</b>		n/a

If you have any questions, please contact our Lead Right of Way Agent, Coral Sheehan, at 602-738-2329 (cell phone) or myself at 602-321-7965. You may also reach us at CEI's general office number, 602-866-5090, or at via email address csheehan@cei-az.com or lmota@cei-az.com. Thank you for the opportunity to provide to provide our services to Kimley-Horn and the Town of Paradise Valley!

Sincerely,

**CONSULTANT ENGINEERING, INC.**



Luis M. Mota  
Right of Way Division Manager  
Vice President -- Partner/Principal



October 13, 2016

Ms. Jennifer Tremayne  
Kimley-Horn  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020

Re: **Asbestos and Lead-Based Paint Survey Proposal**  
**Paradise Valley Sidewalk Project**  
**Sections 1 through 4**  
Paradise Valley, Maricopa County, Arizona

Dear Ms. Tremayne:

Per your email request, The Green Way Environmental Group, LLC is pleased to submit this proposal to conduct a Limited Asbestos and Lead-Based Paint Survey at the above-referenced project location. Based on information provided by Kimley-Horn (KH) the subject property is a new sidewalk project along Lincoln Drive in Paradise Valley, Maricopa County, Arizona. The scope of work for this Limited Asbestos and Lead-Based Paint Survey is consistent with the Maricopa County and federal NESHAP regulations, as well as, ADOT Specifications

We have prepared the following scope of work and fee estimate based on this information provided by you.

#### **PROPOSED SCOPE OF WORK**

The Green Way Environmental Group's proposed scope of work will include the following:

- Visual assessment of the project area and suspect building materials to determine homogeneous areas and sampling scheme, and collection of up to **approximately 15-30 bulk samples** and analysis by polarized light microscopy (PLM) of building materials suspected to contain asbestos.
- Sample analysis will be conducted in general accordance with Environmental Protection Agency (EPA) protocol as found in the Asbestos Hazard Emergency Response Act (Code of Federal Regulations, Section 40, Part 763).
- Visual assessment of the project area and any suspect painted materials to determine homogeneous areas and sampling scheme, and collection of one sample per color of any material or potentially impacted road marking surface coatings suspected to contain lead. Up to a **maximum of three (3) samples** is expected for the lead-paint survey.
- Sample analysis will be conducted in general accordance with Flame Atomic Absorption (FAA) analysis protocols.

**Asbestos Sampling • Mold Inspections • Lead-Based Paint Sampling • Post-Remediation Sampling**

**The Green Way Environmental Group, LLC • 3370 North Hayden Road, Suite 123-187**

**Scottsdale, Arizona 85251 • Tel: (480) 639-0389**

- Preparation of an Asbestos and Lead Survey Report presenting our data and summarizing our conclusions regarding asbestos-containing materials (ACMs) in the building.
- Any use of, or reliance upon, the information, assessments, or conclusions contained in the Asbestos Survey report for reasons other than it's intended purpose shall be at the sole liability of the party undertaking such use.
- AUTOCAD or similar files of all of the areas to be surveyed will be provided by KH, if available.
- Authorized access to all the areas needing to be sampled will be provided by KH.

#### **FEE ESTIMATE**

The lump sum fee estimate for the scope of work outlined above is approximately **\$1,225.80**. Should conditions exist during field activities that warrant additional work (i.e., additional samples for asbestos or lead, point count analysis, etc.), KH will be contacted for authorization prior to initiation of these activities. ***Additional bulk samples collected to maintain local and/or federal NESHAP compliance will be invoiced at \$35/sample (all inclusive of labor, lab fees, and additional reporting time). Additional Lead Paint analysis samples will be invoiced at \$65/sample (all inclusive of labor, lab fees, and additional reporting time).***

#### **PROJECT SCHEDULE**

Following receipt of your written authorization to proceed, The Green Way Environmental Group will commence services described above within 48 hours of notice to proceed and sample locations are determined from final scope of work. The Final Asbestos and Lead Survey report will be received by **KH** no later than 10 days following the receipt of the lab results. If the scope of work and assumptions of this proposal meet with your approval, please provide authorization to initiate project activities by signing this proposal, issuing a PO# or similar contract document, and provide the following information, if available:

- Arrangements, with the purpose of gaining full access to the above-referenced tenant spaces; and
- The name and phone number of a site contact authorized to coordinate the field activities.

If you have any questions or comments regarding this proposal, please contact the undersigned at (480) 639-0389.

Sincerely,  
**THE GREEN WAY ENVIRONMENTAL GROUP, LLC**



Ritchie A. Bump  
Principal Hygienist

Attachments – Estimated Breakdown Spreadsheet

**Approved by:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

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

**ADOT Contract 2015-003 Rate Price Schedule -  
Asbestos & Lead Related Rates: Paradise Valley  
Sidewalk Project**

POSITION	PRICE PER HOUR		HOURS	COST
Senior Project Manager	Standard	\$ 95.00	1.5	\$ 142.50
				\$ -
Project Manager	Standard	\$ 75.00	2	\$ 150.00
				\$ -
Environmental Scientist	Standard	\$ 70.00		\$ -
				\$ -
Air Quality Specialist	Standard	\$ 65.00	8	\$ 520.00
				\$ -
CADD Technician	Standard	\$ 60.00	2	\$ 120.00
				\$ -
Administrative	Standard	\$ 35.00	1	\$ 35.00
				\$ -
Asbestos (PLM) Samples	Standard	\$ 7.35	30	\$ 220.50
Asbestos (PLM) Samples	Rush	\$ 18.00		\$ -
Lead (FAA) Samples	Standard	\$ 12.60	3	\$ 37.80
Lead (FAA) Samples	Rush	\$ 60.00		\$ -
				\$
<b>Estimated Total Project Cost</b>				<b>\$ 1,225.80</b>

## Town of Paradise Valley Lincoln Drive Sidewalk Expansion

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### Project Overview:

Kimley-Horn and Associates has partnered with Gunn Communications, Inc. (GCI) to provide community outreach and public information activities in support of the Town of Paradise Valley Lincoln Drive Sidewalk Expansion Project.

GCI will establish and maintain a positive relationship within the community by participating in community events, meeting with residents, business owners/HOAs or entities, and groups as needed; holding public meetings, or other types of meetings for the project; conducting one-on-one meetings with key stakeholders to represent project partners to the public, provide information and to facilitate conflict resolution as directed by TY Lin or Town of Paradise Valley.

### Scope of Work – Basic Services

#### 1. Stakeholder Database Management

GCI will research and gather data to identify project stakeholders along the project alignment as well as neighborhood associations and interest groups. GCI will create and maintain a database with contact and other relevant information for each of the identified stakeholders. The database of all contacts, hotline communications, and printed materials will be maintained and updated regularly via GCI's Stakeholder Management System.

Project team members will be provided with login information for continuous access to all project information. GCI will provide a report of all stakeholder activity and communication at the close of the project. GCI will actively participate in project meetings and prepare meeting summaries upon request.

#### 2. Public Meetings

GCI will arrange and facilitate up to two public meetings/stakeholder workshops to be held at the Town of Paradise Valley. Kimley-Horn's design team will provide exhibit boards or roll plots depicting the project design. The landscape team will provide renderings, mock-ups, or other displays as directed by Town staff. GCI will provide copies of fact sheets or surveys as well as signage, refreshments, and bottled water. Meetings will be documented and a final report will be submitted to the Town and the project team.

#### 3. Newsletters and Construction Notices

GCI will create up to two project newsletters/fact sheets. All published materials will be drafted and submitted to Town staff for review and approval.

## 4. Project Management and Coordination

GCI will attend project meetings, arrange and facilitate up to 15 individual or group stakeholder meetings, perform site visits, communications as needed. GCI will maintain a 24-hour project hotline, respond to citizen calls, and document activity to be reported to the Town and team.

## 5. Public/Stakeholder Communications

GCI will create one press release for the project at the direction of Town staff to be distributed by the Town to the desired media outlets.

## 6. Property Owner/Business Outreach

GCI will meet individually with businesses in the area to inform about the project. Project newsletters or fact sheets will be hand-delivered for each distribution.

## 7. Website Content

GCI will prepare up to four website content/email updates for distribution.

### Projected Budget

The derivation of costs for providing public information services on this project is as follows:

Tasks	Sr Project Manager	Project Manager	Clerical	Expenses	
	\$104.21	\$79.29	\$39.08		
1.0 Stakeholder Management	0	0	20		Set up & Maintain Database
2.0 Public Meetings	40	10	20		2 Public Meetings @ Town
3.0 Newsletters/Fact Sheet	4	26	20		2 Newsletters or Fact Sheets
4.0 Project Management & Coordination	40	10	6		Individual or Group Stakeholder Meetings
5.0 Public/Stakeholder Communications	6				Prepare Press Release
6.0 Property Owner/Business Outreach	10	10	6		Meeting with businesses, delivering notices
7.0 Website	20				Create 4 email updates
<b>Total Hours</b>	<b>120</b>	<b>56</b>	<b>72</b>	<b>248</b>	
<b>Total Labor Fees</b>	<b>\$12,505.20</b>	<b>\$4,440.24</b>	<b>\$2,813.76</b>	<b>\$19,759.20</b>	
Advertising in PV Independent				\$1,000.00	One meeting advertisement in PV Indepen.
Project Hotline 24 -Hour				\$1,400.00	\$100/mo. @ 14 months
Graphic Design				\$600.00	6 Hours @ \$50
Color Copies				\$37.50	125 Copies @ \$.30
<b>Total Expenses</b>				<b>\$3,037.50</b>	
<b>Total Proposed Fee</b>				<b>\$22,796.70</b>	

## SCOPE OF WORK

The scope of work proposed herein by PaleoWest Archaeology is for conducting a Class III cultural resources survey for the proposed Lincoln Drive Sidewalk Expansion Project in Maricopa County, Arizona. The project involves federal funding and is subject to Arizona Department of Transportation (ADOT) local government processes. The project area includes four segments that total approximately 2 miles long by approximately 60 ft wide between 32<sup>nd</sup> Street and approximately 0.5 mile west of Scottsdale Road. Segments 1–3 are on the north side of Lincoln Drive between 32<sup>nd</sup> Street and North Hillside Drive and include acquiring new easements and ROW up to 15 ft wide. Segment 4 is on the south side of Lincoln Drive between Casa Blanca Drive and a point just east of Mockingbird Lane and includes acquiring new easements and ROW up to 15 ft wide. The proposed project limits include a 60-ft-wide corridor on either side of the road in the segment locations (15.2 acres).

- Segment 1: Construct a 6 ft wide meandering sidewalk on the north side of Lincoln Drive.
- Segment 2: Construct a 6 ft wide straight sidewalk on the north side of Lincoln Drive.
- Segment 3: Construct a 6 ft wide meandering sidewalk on the north side of Lincoln Drive.
- Segment 4: Obtain 15 ft right of way or easement, and construct a 6 ft wide meandering sidewalk on the south side of Lincoln Drive.

**Literature Review.** PaleoWest will examine records in the ADOT portal and the Arizona State Museum's (ASM) online AZSITE database to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within a one-mile radius of the project area. Government Land Office (GLO) maps housed at the BLM will also be consulted to evaluate the possible presence and location of historic Euroamerican features on the property. The site file search results will be included in the survey report.

**Fieldwork.** PaleoWest archaeologists will conduct a full pedestrian inventory of the project area following ADOT, ASM, and State Historic Preservation Office (SHPO) inventory standards and guidelines. Archaeologists will walk parallel transects along the north or south sides of the road spaced not more than 20 m apart, recording all isolated occurrences and mapping and recording any identified archaeological sites. This will include any previously recorded sites as well as newly discovered archaeological sites. A Registered Professional Archaeologist (RPA) who meets the National *Secretary of the Interior's* professional standards will head the fieldwork. PaleoWest will evaluate the significance of all identified historic and prehistoric resources in terms of eligibility for listing in the State and National Registers of Historic Places and provide recommendations for mitigation if necessary.

**Report and Consultation Letter Preparation.** PaleoWest will prepare a report that meets all ADOT, ASM, and SHPO standards. The report will include a review of the

project area's environmental setting, the results of the literature review, a description of the field methods, a record of isolated occurrences, a detailed description of each new site recorded, an evaluation of each site's potential eligibility for inclusion in the National and State Registers of Historic Places, and recommendations for either further work or full archaeological clearance. PaleoWest will submit this draft report to the client for review and consult with the client on the results of the project. Draft consultation letters will be prepared on behalf of ADOT, concurrent with the draft report submittal. All project information will be uploaded into the ADOT portal at the conclusion of the project.

### **COST, SCHEDULE, AND TERMS**

The fee for completing the tasks described above will be **\$5,550**, payable on a fixed-fee basis upon submittal of the draft report. Included in this fee are all labor and direct expenses expected to be necessary to complete the inventory, report preparation, draft consultation letters, and ADOT portal data entry. Upon receipt of a notice to proceed, the draft report can be submitted within three weeks of completion of fieldwork. If an unanticipated level of effort is necessary due to agency requirements, or changes in scope by the client are requested, PaleoWest will request a contract modification to offset the additional costs necessary.



October 26, 2016

TRANSMITTED VIA EMAIL:  
[Raj.Christian@kimley-horn.com](mailto:Raj.Christian@kimley-horn.com)

Mr. Raj Christian  
KIMLEY-HORN  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020

SUBJECT: REVISED PROPOSAL FOR PROFESSIONAL SERVICES  
LINCOLN DRIVE SIDEWALK EXPANSION  
32<sup>ND</sup> STREET TO TOWN OF PARADISE VALLEY LIMITS  
PARADISE VALLEY, ARIZONA  
RICK ENGINEERING JOB NUMBER: PENDING

Dear Mr. Christian:

Rick Engineering Company is pleased to submit this proposal to provide professional surveying services on the above-referenced project. We look forward to working with you on this project.

**SCOPE OF WORK: Town of Paradise Valley / Lincoln Drive Sidewalk Expansion**

Horizontal and Vertical Control

1. Verify existing horizontal and vertical control and create monument line stationing
2. Check elevation shots to previously surveyed items
3. Provide in-house research/calculations/field support, Includes producing base mapping right of way and roadway surface

ITEM #

1. North half of Lincoln Drive, 32<sup>nd</sup> Street to Hillside Drive
  - a. Cross sectional topo at  $\pm 50'$  intervals, from north lip of gutter to north right of way alignment, to include gutter, top of curb, driveways, street intersections, grade breaks, surface improvements, natural ground shots, cacti, trees greater than or equal to 4" inch diameter (Identify tree type, diameter, height, canopy width), Identify rock areas (beginning & end) and all other visible improvements.
  - b. Incorporate monument line elevations at 500' ft. stations
  - c. Full topographic cross-sections of 36<sup>th</sup> and 37<sup>th</sup> Streets +/- 200' ft. north into existing sub-divisions
  - d. Additional cross sectional topo to define driveway location of parcel 164-64-015
2. South half of Lincoln Drive, Casablanca Road easterly to Town of Paradise Valley limits
  - a. Cross sectional topo at +50' intervals, from south lip of gutter to south right of way, to include flowline of gutter, top of curb, driveways, street intersections, grade breaks, surface improvements, natural ground shots, trees greater than or equal to 4" inch diameter (Identify tree type, diameter, height, canopy width) and all other visible improvements.
  - b. Incorporate monument line elevations at 500' ft. station
  - c. Additional topo to  $\pm 25'$  south of north perimeter walls on parcel 174-62-013E and 174-62-013G.
3. Blue Stake markings to be collected and identified
  - a. Survey blue stake alignments and identify

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4. Right of way surveys
  - a. Prepare an easement/right of way exhibit per recorded assessor's deeds for 10 lots for creation of legal easements and right of ways at pertinent parcels/lots (\$250 per lot)
5. Legal descriptions
  - a. Create legal descriptions pertaining to right of way acquisitions, easements and utility easements for 10 lots (\$350 per lot)
6. Aerial panels
  - a. Layout and locate aerial photo panels

**FEE:**

Rick Engineering will provide the above services for a fee of: **\$23,180**. The attached Provisions of Agreement between KIMLEY-HORN and Rick Engineering Company are incorporated hereunto and made a part of this proposal. Any printing and miscellaneous processing fees are extra and not a part of this agreement.

Following completion of the survey, if required, a record of survey will be recorded in records of Maricopa County as required by Arizona Boundary Survey Minimum Standards, as adopted by the State Board of Technical Registration on June 15, 2001, Article 3, Regulatory Provisions, Rules of Professional Conduct R4-30-301.14.

**EXCLUSIONS:**

1. Title reports
2. Survey Certification revisions or additions
3. Survey updates unless specifically listed herein
4. Survey Items not listed in the "Scope of Work"

**STANDARD CONDITIONS:**

1. Services performed at the direction of KIMLEY-HORN which is not defined in the above listed services shall be in addition to that set forth in this agreement.
2. In the event that KIMLEY-HORN desires any changes to the above scope of work, the term and conditions indicated above are subject to revision.
3. Changes in scope or design directed by KIMLEY-HORN after the start of work shall amend this contract to include the amount of extra work required to bring the revised work to the same stage of completion as the original work at the time of the change.
4. Work of a general or promotional nature is not covered by this contract.
5. Applicable hourly rates shall be as per schedule of hourly rates attached.
6. KIMLEY-HORN will be responsible, and pay for the following:
  - a. City and other public agency fees
  - b. Title company fees
  - c. Plotting and reproduction services for reports and plan preparation, and as required by public agencies, title companies, contractors, etc.
7. Payment of services above shall be made by KIMLEY-HORN to Rick Engineering Company within thirty (30) days after the date of monthly statement for work performed during the preceding month.
8. Rick Engineering does not guarantee the completion or quality of performance of contract by the construction contractor or contractors, or other third parties, nor are they responsible for their acts or omissions.

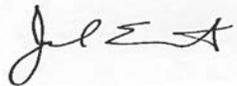
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9. Rick Engineering makes no warranty, either expressed or implied as to its findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted surveying practices and under the direction of registered professional surveyors.
10. All services shall be for exclusive use of KIMLEY-HORN. All original calculations, worksheets and files shall remain the property of Rick Engineering Company.
11. The attached provisions of agreement are incorporated hereinto and made a part of this proposal.
12. If notice to proceed is delayed for any reason beyond sixty (60) days, it is understood that the terms and conditions contained above are subject to change.

If the above described program meets with your approval, please execute where indicated below, retain one (1) copy of this agreement for your records, and return one to our office for our files. If there are any questions or concerns, please feel free to contact our office.

Sincerely,

RICK ENGINEERING COMPANY



Joel Emert, R.L.S.  
Survey Manager



Chris G. Patton, P.E.  
Phoenix Office President

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016

BY: \_\_\_\_\_  
KIMLEY-HORN

*Invoices for this project to be mailed to:*

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

*Please complete, sign and return a copy to RICK ENGINEERING COMPANY*

*Rates Current through December 31, 2016*

Principal Consultant (Special Projects) .....	\$ 250.00	Principal Water Resources Designer .....	\$ 110.00
Principal .....	215.00	Associate Water Resources Designer .....	100.00
Associate Principal .....	200.00	Assistant Water Resources Designer .....	90.00
Associate/Manager .....	185.00		
Senior Engineer .....	165.00	Survey Manager.....	\$ 140.00
Principal Project Engineer/Manager .....	140.00	Assistant Survey Coordinator .....	125.00
Associate Project Engineer/Manager .....	130.00	Construction Surveillance Technician .....	110.00
Assistant Project Engineer/Manager .....	120.00	One-person Survey Party .....	120.00
Principal Engineering Designer .....	110.00	Two-person Survey Party .....	160.00
Associate Engineering Designer .....	100.00	Three-person Survey Party .....	200.00
Assistant Engineering Designer .....	90.00	High Definition Scanning (One-Person Crew) .....	200.00
Principal Engineering Drafter .....	85.00	High Definition Scanning (Two-Person Crew) .....	240.00
Associate Engineering Drafter .....	75.00		
Assistant Engineering Drafter .....	65.00	Principal Survey Analyst .....	\$ 110.00
		Associate Survey Analyst .....	100.00
Senior Transportation Planner/Engineer .....	\$ 225.00	Assistant Survey Analyst .....	90.00
Principal Project Planner .....	140.00		
Senior Associate Planner .....	130.00	Expert Witness.....	\$ 400.00
Senior Planner .....	110.00	Court Appearance per half day or part.....	1,600.00
Associate Planner .....	100.00		
Assistant Planner .....	90.00	Entitlements Coordinator.....	\$ 80.00
		Associate Project Administrator .....	50.00
Principal Project Landscape Architect .....	\$ 150.00	Assistant Project Administrator .....	45.00
Senior Associate Landscape Architect.....	140.00	Administrative Assistant.....	40.00
Associate Landscape Architect .....	130.00		
Assistant Landscape Designer .....	120.00		
Principal Landscape Designer .....	110.00		
Associate Landscape Designer .....	100.00		
Assistant Landscape Designer .....	90.00		

When authorized, overtime shall be charged at the listed rates times 1.3.

Unless otherwise agreed upon, we shall charge, at cost, for printing, reproduction, deliveries, transportation, and other expenses.

A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.

Rick Engineering Company  
6150 North 16<sup>th</sup> Street  
Phoenix, Arizona 85016  
Phone: (602) 957-3350 -- Fax: (602) 285-2396

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.
2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.
3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.
4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
6. Conditions or representations, alterations, detractions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.
7. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, delays in approval by governmental agencies or other consultants performing services on behalf of Client or due to late, slow or faulty performance by Client, other contractors or governmental agencies.
8. In the event litigation is instituted under the terms and conditions of this Agreement, such litigation is to be brought and tried in the appropriate court in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction.
9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects or other consultants.
10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.
11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.
12. Consultant makes no representation, guarantee, warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.
13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.
14. Client and Consultant agree to cooperate in any and every way or manner on project.
15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.
16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.
17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.

18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition or covenant.

19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its subconsultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the sole negligence or willful misconduct of the Client, the Architect or the Consultant or their respective subconsultants, officers directors, principals, employees and agents.

22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the sole negligence or willful misconduct of the Consultant.

23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.

24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.

25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during the course of construction, builder's liability special peril or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultants work product may be used by Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37.(a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during the course of construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the sole negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of \$50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds \$150,000, the liability of Consultant shall not exceed \$150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project do not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

(a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.

(b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.

(c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.

(d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the sealed drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultants profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

Revised: October 26, 2016

Raj Christian, P.E.  
Kimley-Horne & Associates, Inc.  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

**RE: Proposal for Geotechnical Investigation  
Lincoln Drive Sidewalks Expansions  
32<sup>nd</sup> Street to Scottsdale Road  
Paradise Valley, AZ  
Proposal No. 58794 S**

Mr. Christian:

Speedie & Associates, Inc. (S&A) is looking forward to continuing our relationship with Kimlet-Horne & Associates and your Design Team in assisting you with the design and successful construction of the sidewalk improvements along Lincoln Drive in Paradise Valley, Arizona. In response to your request for proposal, we hereby provide our scope of work, qualifications and cost proposal to provide Geotechnical Engineering services for this project that will meet local industry standards including conducting a subsurface soil investigation at the above referenced site that will assist your team in developing detailed and cost effective site development and pavement design requirements.

**ASSUMPTIONS**

We understand that design and construction will consist of a six foot wide meandering sidewalk along Lincoln Drive in 4 areas that currently don't have sidewalks. This will require obtaining a Right of Way or easement. In addition, an area near 37<sup>th</sup> Street will require a rock cut slope to allow space for the sidewalk. The segments are:

- Segment 1 North Side of Lincoln Drive; 32<sup>nd</sup> Street to 36<sup>th</sup> Street
- Segment 2 North Side of Lincoln Drive; 36<sup>th</sup> Street to 40<sup>th</sup> Street
- Segment 3 North Side of Lincoln Drive; 40<sup>th</sup> Street to Hillside Drive
- Segment 4 South Side of Lincoln Drive; Casa Blanca Drive to Mockingbird Lane

**QUALIFICATIONS and PROJECT TEAM**

Incorporated as an Arizona Corporation in 1980, S&A have 36+ years of local experience. We have provided engineering services on thousands of projects over this time period including numerous projects in the immediate area of this site. Our current staff level is on the order of 120 people in three Arizona offices with current annual gross billings on the order of \$12 million dollars. *We share a philosophy of providing our clients with cost efficient designs that add value to the project.* This allows us to provide you with the benefits and cost savings of that working relationship. Our complete company profile is available on request.

All work on this project will be carried out by our forces located in our Phoenix office under the overall supervision of Gregg A. Creaser, P.E., who is the President of the firm and a registered Professional Engineer in the state of Arizona. The only outside services will be contract drilling by a qualified auger drilling subcontractor under the direct supervision of our field engineer/geologist. We share an informal partnering agreement with several drilling contractors to provide us with the best possible equipment to meet any schedule that our client demands. This provides your design team with local control over all problem-solving issues. The following is a list of the primary personnel that will be assigned to work on or support this project. Resumes of key staff are available upon request. All personnel will be made available on an as-needed basis to complete this project on time and respond to questions throughout the design.

### **Geotechnical Engineering Services**

Gregg A. Creaser, P.E. – Principal in Charge – Geotechnical Services  
Keith R. Gravel, P.E. – Project Manager  
Brian Lingnau, Ph.D., P.E. – Sr. Geotechnical Project Engineer  
Ken Euge – Project Coordinator  
Taylor Wilmsen, E.I.T. – Staff Engineer - Field Logging  
Ray Markley, E.I.T. – Staff Engineer - Field Logging

S&A is committed to providing a high level of service to its clients, according to their needs. If some portion of this proposal does not meet the current needs or desires of Kimley-Horne & Associates and your design team, S&A is willing to consider appropriate modifications, subject to the standards of care which we adhere to as professionals. Modifications in the scope, methodology, or other terms and conditions may result in changes in the estimated fees and changes in the risks which the client will necessarily assume.

The intent of this investigation is to provide the best possible information within the allotted budget. *It is our opinion that the least costly investigation may not result in the most cost-effective design. This project is too important to cut corners in favor of price.* The scope of work anticipated has been broken down as follows:

### **SCOPE of WORK**

The following Tasks are anticipated to meet the design needs of this project:

#### **TASK 1 – Project Preparation**

S&A will establish ideal locations to advance soil borings based upon the location of the proposed improvements. The frequency and depth of soil borings may be modified based on the final configuration and access restrictions. Once a final boring location layout has been approved, we will then call Arizona 811 to get the locations cleared of public utilities. In addition, Right of Way permits will be obtained from Paradise Valley and arrangements will be made for traffic control as required by permit.

#### **TASK 2A – Geotechnical Field Investigation**

We will drill and sample the test borings requested to determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to classify the soils encountered and

provide data for engineering design. We presently anticipate drilling four to five (4 to 5) structural borings to depths of 10 feet below existing grade or auger refusal, whichever comes first.

### **TASK 2B – Slope Stability Analysis**

A registered geologist will visit the areas where exposed rock cuts are visible and steeper cuts are proposed to map the rock formations. The cut slopes will be modeled using PC Stable 6H a computerized limited equilibrium kinematic slope stability program.

### **TASK 3 – Lab Testing**

Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. The following tests may be conducted:

- a. Grain Size Analysis
- b. Plasticity Index
- c. Swell Test
- d. Moisture Density Relations (Proctor)

### **TASK 4 – Report**

We will analyze the data obtained from field and laboratory testing and prepare a draft combined pavement design and retaining wall report presenting all data obtained, together with our conclusions and recommendations regarding the items requested including:

1. Design data, allowable bearing pressure and depth, for shallow spread footings.
2. Alternate foundation systems and design data, if indicated by soil conditions.
3. Settlement estimate for each foundation system considered.
4. Lateral pressures on temporary and permanent retaining and foundation walls.
5. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
6. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
7. Pavement design to provide economy and adequate service.
8. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
9. Local excavation and trenching conditions and stability considerations.
10. Fill and cuts slope recommendations in accordance with ADOT guidelines.

A separate ADOT Materials Design Report will also be issued based on the materials and qualities provides by the client.

Once the client and/or design team has reviewed the draft report, we will issue a final report with agreed upon comment resolutions.

### **FEE**

Charges for our services have been determined per the attached Fee & Rate Schedule. We propose to provide the design services set forth herein for the following **not to exceed amounts**, which includes all testing, engineering, reimbursable expenses, one hard copy of the report and an electronic PDF format

file to be emailed upon Completion. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$25.00 per report.

<b>Geotechnical Investigation with Report</b>	<b>\$ 5,000.00</b>
<b>ADOT Materials Memorandum</b>	<b>\$ 1,200.00</b>
<b>Slope Stability Analysis</b>	<b>\$ 5,500.00</b>

The not to exceed amounts, as broken out above, does not include delays in the field not caused by S&A and its subcontractor. **The amount does not include client meetings, additional consultation or other services not specifically stated in this proposal.** Should our studies encounter conditions, which warrant additional investigation and/or testing, such conditions will be reviewed with you prior to proceeding.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign a copy and return it for our records, or attach this scope of work to your standard agreement for professional engineering services.

Respectfully submitted,	APPROVED AND ACCEPTED
SPEEDIE & ASSOCIATES, INC.	For: Kimley-Horne & Associates, Inc.
	By:
Kenneth M. Euge II	
Project Coordinator	
Gregg A. Creaser, P.E.	(Date)
Project Manager	

Attachments: S&A Rate Schedule

**ENGINEERING SERVICES  
2014 Fee and Rate Schedule**

*Fees for services will be based upon the time worked on the project at the following rates:*

Title	Rate Per Hour
Principal	\$ 130.00
Project Manager	100.00
Sr. Geologist/Engineer	100.00
Project Engineer/Geologist	90.00
Environmental Specialist	85.00
Architectural Special Inspector	85.00
Structural Special Inspector	75.00
Staff Engineer/Geologist	70.00
Sr. Engineering Technician	55.00
Draftsman	50.00
Materials Testing Technician	45.00
Clerical/Administrative	40.00

**REIMBURSABLE EXPENSES**

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

**TEST BORINGS AND FIELD INVESTIGATIONS**

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

**SUBCONTRACTORS/SUBCONSULTANTS CHARGES**

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

**SPECIAL RATES**

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

**EXPERT WITNESS**

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

***The following Terms and Conditions are included and hereto made a part of this agreement.***

## TERMS AND CONDITIONS

### 1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

### 2. SCOPE OF SERVICES

#### 2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

#### 2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

### 3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

### 4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

### 5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

### 6. INDEMNIFICATION

#### 6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

**6.2 NON-ENVIRONMENTAL SERVICES**

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

**7. LIMITS OF LIABILITY**

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

**8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY**

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

**9. SAMPLE DISPOSAL**

**9.1 NON-HAZARDOUS SAMPLES**

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

**9.2 HAZARDOUS SAMPLES**

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

**10. PAYMENT**

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

**11. LITIGATION**

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.



October 13th 2016

**Kimley-Horn & Associates Inc.**

Attn: Jennifer Tremayne  
7740 N. 16th Street, Suite 300, Phoenix, AZ 85020

Dear Jennifer,

EDR is pleased to offer the following proposal to perform searches of our government environmental records and/or historical sources.

SCOPE OF SERVICES: EDR Radius Map Report (No-GeoCheck)

**Project Name:** Town of Paradise Valley

**Address:** Lincoln Drive Sidewalks  
32nd Street to Town Boundary

Radius Map Report (Regulatory Records): 1/8<sup>th</sup> mile from the boundary.

This report does not include GeoCheck; optional Wells data can be purchased. The report will show the target property boundary.

EDR PRODUCT FEE: **\$290.00**

DELIVERY: The date of order counts as first business day provided the order is received by 1:00 p.m. EST. The prices quoted include email delivery.

We at EDR appreciate the opportunity to serve your environmental information needs. Please do not hesitate to contact me at (800) 863-1545 with any questions or comments.

Sincerely,

Robert Glaze

Customer Care Specialist - Southern CA, AZ, HI  
EDR SMART DATA. SMARTER WORKFLOW.  
800.863.1545 | edrnet.com