

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
JTKNAPP GROUP, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of January ___, 2023, between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and JTKnapp Group, LLC, a(n) Limited liability company (the “Consultant”).

RECITALS

- A. The Town is in need of Capital Improvement Program Contracted Project Management Services (the “Services”).
- B. Consultant possesses the skill and experience required to provide the Services.
- C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an Agreement with the Consultant to provide the Services.

AGREEMENT

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

- 1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 31, 2024, unless terminated as otherwise provided in this Agreement.
- 2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as part of Exhibit A and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant.
- 3. Compensation. The Town shall pay Consultant for the Services at the rate of \$150 per hour, as set forth in the Proposal attached hereto as Exhibit A. Total compensation to Consultant over the Term of this Agreement shall not to exceed \$45,000.
- 4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to Consultant.

7. Consultant Personnel. Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but

not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, or by accepting or expressing satisfaction with insurance policies and forms pursuant to the provisions of this Agreement, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All

certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall 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 shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including

but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to Consultant as set forth in this Section, terminate this Agreement in whole or in part.

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

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

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. If Consultant abandons the Services without the consent of the Town, Consultant shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Consultant to complete the Services and the contract price for Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

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

14.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and

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

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Consultant will be without liability or legal exposure to Consultant. Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

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

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

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

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

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

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning,

and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

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

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been

duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253
Attn: Jill Keimach, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire

If to Consultant: JTKnapp Group LLC
7720 W. Bluefield Ave
Glendale, AZ 85308
Attn: Jeremy Knapp

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

16.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on

Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

16.18 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

16.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.20 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.21 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

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

[SIGNATURES ON FOLLOWING PAGE]

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

“Town”

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Jill Keimach Town Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

JTKnapp Group, LLC
a(n) Arizona Limited Liability Company

By:  _____

Name: Jeremy Knapp

Title: President

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
JTKNAPP GROUP, LLC

[Proposal]

See following page(s).

January 10th, 2023

Peggy A. Ferrin, CPPB
Procurement Coordinator
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85253

**RE: Town of Paradise Valley Capital Improvement Program
Contracted Project Management Proposal**

Dear Peggy,

I am very pleased to provide the following Statement of Qualifications and Scope of Work to provide CIP Project Management contracted labor for the Town of Paradise Valley. As you may be aware, I previously worked for the Town in several roles that uniquely qualify me to transition into this position quickly and efficiently. My local government practice includes a breadth of knowledge and experience spanning from Building Permit Technician, Planner, Zoning Administrator, Capital Projects Administrator, and Community Development Director.

EXPERIENCE:

Between September 2012 and July 2018, I served as the Town of Paradise Valley's Capital Project Administrator where I succeeded in reestablishing a structured Town Capital Improvement Plan, including a system for scoring and ranking projects. During that time the Town was focusing CIP funding to better understand and address town-wide and localized drainage issues. This led to my involvement in Flood Control District of Maricopa County (FCD) Committees and projects, securing FCD funding, updating the Town's Storm Drainage Design Manual, and completing drainage projects. Many projects I managed required coordination with internal and external customers such as utility companies, neighboring municipalities, state and federal agencies, and residents. Below is an abbreviated summary of relevant projects I managed while working for the Town. For a complete list of experience please see my attached resume.

Flood Control District Lower and Middle Indian Bend Wash Area Master Study/Plan

The Flood Control Districts Area Drainage Master Studies are regional drainage studies that analyze entire watersheds covering portions of Paradise Valley, Phoenix, and Scottsdale. The purpose of which was to investigate, identify and assess existing flooding problems. A comprehensive list of known flooding problems impacting the study area was produced through collection of past flooding information provided by the City of Phoenix and the Town of Paradise Valley, as well as review of previous drainage studies that have identified drainage issues. A comprehensive FLO-2D model was developed using the updated 2-foot contour mappings which allowed for hazard identification and preliminary design alternatives to address flooding problems.

As the Town's point of contact for these projects, my responsibilities included participating on the consultant selection committee as well as ensuring the FCD was aware of localized issues in Paradise Valley by including town departments (PW, PD, etc.) in the data collection phase. Additionally, I ensured Paradise Valley residents were able to participate in the study and provide their comments. Finally, I was responsible to report back to the Town Manager and Town Council regarding the status of the studies.

Storm Drainage Design Manual Update

In 2015 the Town Council held Community Conversations to better understand the issues and concerns of residents, as well as potential challenges associated with drainage within Paradise Valley. Recognizing a need to address these concerns and challenges, we began to study the Paradise Valley's watersheds and update the Town's Storm Drainage Design Manual (SDDM) which was previously adopted in 1987. The SDDM is a document utilized by Town staff to review and approve improvement plans and stormwater master plans on a day-to-day basis. It sets Town specific standards utilized by developers and builders to design, implement, and maintain drainage improvements on private property.

A first draft of the updated manual was produced in 2016 and a staff stormwater committee was formed which consisted of representatives from the Building Department, Planning Department, Code Enforcement, Engineering, Public Works, and the Town Manager. I was responsible to manage the committee which reviewed the document and provided comments. The revised document addressed many new regulations enacted since 1987 as well as some policy decisions which required council input. The new regulations included:

1. First flush requirements;
2. Stormwater quality during and after construction;
3. Updated rainfall data and engineering practices;
4. Incorporation of all aspects of stormwater management (floodplain management, erosion hazards, etc.);
5. Introduction of low impact development; and,
6. Specific guidance on drainage reports, plans, easements, etc.

Major policy decisions with Town Council were necessary regarding first flush requirements, flatland retention requirements for single family residences and non-residential development, hillside retention requirements, and low impact development incentives. Public outreach for the new draft was solicited specifically at the Town's development department counters, online, through e-mail blasts, in the newspaper, and on the Town's website. Additionally, a public meeting was hosted at Town Hall. In June of 2018 the new manual was unanimously adopted by Town Council.

McDonald Drive Wash Culvert Extension

The box culvert on McDonald Drive west of Marston Lane was constricting roadway width along McDonald Drive and did not accommodate a sidewalk and roadway lane without the use of a guardrail. Additionally, there was no access for the Public Works Department to inspect and clean the culvert underneath the roadway. The project extended the existing box culvert to accommodate the correct roadway width, a curb and gutter, and a new sidewalk with a vehicular rated guardrail. As PM I was responsible to oversee the design and construction of this project.

APS Undergrounding District 30

Since 1988 the Town had a long-standing history of working with Arizona Public Service (APS) to complete overhead to underground powerline conversions. The final undergrounding district was District 30. These projects had complicated funding sources that required resident contributions and this district in particular needed participation from the City of Scottsdale. This project had failed three times previously to reach the required resident contributions before I started working with the town. As the PM for this project, I was able to canvass the neighborhood and host public meetings to reach the required resident contribution necessary to fund the district as well as get the neighboring Scottsdale residents to participate.

After securing funding, I was responsible for overseeing the APS, CenturyLink and Cox design, put the project out to bid, select a contractor and manage construction and inspections with Town and City of Scottsdale building and right-of-way inspectors. These types of projects require careful coordination with residents as electrical and cable upgrades are necessary on every single property within the district.

56th Street Roadway Improvements

Required to be reconstructed by a Development Agreement with a neighboring resort, 56th Street, between Lincoln Drive and McDonald Drive was a landing strip like section of roadway lined by no-parking signs and large dirt shoulders without landscaping. Additionally, the roadway conveyed water from south to north along the shoulders depositing silt on neighboring properties. As the project manager, I oversaw the selection of the design firm, navigated through design alternatives, confirmed design compliance with the Development Agreement, and ensured drainage patterns were improved through the project site. The final design included a pedestrian node, unique signage, a meandering roadway alignment, a sidewalk and detached path, solar lighting, paver entrance, traffic signal improvements, and native landscaping. The construction was delivered through Construction Manager at Risk.

This project received several awards including:

- APWA National Transportation Project of the Year > \$5M
- APWA Arizona State Transportation Project of the Year > \$5M
- Arizona Forward Crescordia Award for Healthy Communities Multimodal Category
- Arizona Chapter Associated General Contractors Build Arizona Award

Police Communications Tower

For decades the Town's first responders utilized a solar and battery powered radio tower for communications within the town. This presented many unique challenges such as hiking to equipment to service it and loss of communications with no backup. In 2013 the Town began working on identifying a permanent solution that necessitated identifying an ideal location for coverage and subsequently securing the necessary hillside property to construct a site. The project required joining and coordinating with the Regional Wireless Cooperative to provide townwide radio coverage. The new site had to be developed to their specifications as well as the City of Phoenix and City of Scottsdale, who would both be utilizing the site.

One of the more challenging aspects of this project required acquiring an easement on private property on the hillside of Silver Mountain. Additionally, the design of the structure had to suit the needs of the radio equipment but also look like a guest house of the home that was approved for construction on the same site. The property had significant slopes so managing drainage around the structure onto the neighboring roadway were imperative. In 2017 the Town dedicated the new building allowing for more consistent first responder communication within the extreme topography of the town.

SCOPE OF WORK:

It is my understanding the Town is considering contractor labor for Project Management related to the Town's Capital Improvement Program (CIP). The Town expects the selected Project Manager (PM) in the office on Tuesdays and Thursdays. Hours may vary between zero and thirty hours a week, depending on the number of active projects and workload and the schedule determined by the Department Director. The following scope of work is typical of a CIP PM. Additional scope items can be provided as requested by the Town.

- Management of capital projects during design and construction phases through various delivery methods, as determined by the Town.
- Management of the procurement process for both design professionals and contractors in accordance with Town policies and State Statutes.
- Perform cost analysis, funding verification, accounting tasks, and budget impact information for projects in the Capital Improvement Plan.
- Meet with departmental staff to determine project intent and scope of work.
- Establish preliminary project design requirements and coordinate preparation of preliminary cost estimates.

- Complete the annual preparation and programming of the Town's five-year Capital Improvement Program including scoring and ranking projects, budgeting, and presenting the plan to Town Council.
- Review and analyze project plans to determine conformance with Town requirements.
- Manage project teams composed of town representatives and consultants, resolving any design issues.
- Work with both internal and external project stakeholders, including Town residents.

COMPENSATION:

The above-mentioned scope of work will be provided on an hourly basis at a rate of \$150.00 per hour.

I am grateful for this opportunity and look forward to working with the Town of Paradise Valley. If you have any questions or require any further explanation of any items in this proposal or my qualifications, don't hesitate to contact me.

Sincerely,

JTKnapp Group, LLC



Jeremy Knapp
President

Attachment:

Jeremy Knapp Resume

JEREMY KNAPP, AICP

COMMUNITY DEVELOPMENT CONSULTANT

CONTACT



(602) 505-3992



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JTKnappGroup.com



7720 W Bluefield Ave
Glendale, AZ 85308



Linkedin.com/
jeremyknapp

EDUCATION

**Bachelor of Science /
Regional Development
Minor / Business
Management**

University of Arizona
2003 - 2007

PROJECT AWARDS

APWA National
Transportation Project of
the Year - Less than \$5M

APWA State Transportation
Project of the Year - Less
than \$5M

Arizona Forward
Crescordia Award for
Healthy Communities
Multimodal Category

Arizona Chapter
Associated General
Contractors Build Arizona
Award

OBJECTIVE

Highly motivated diplomatic professional with a proven track record of successfully motivating and empowering staff as well as managing complex award-winning projects with extensive experience in City Planning and Zoning and project management who is seeking clients who will allow me to apply my skills with a commitment to building sound relationships with internal and external colleagues, elected officials, and the public.

PROFESSIONAL EXPERIENCE

President

JTKnapp Group LLC / November 2021 - Present

- Provide comprehensive planning consulting services to public and private clients ranging from entitlements, construction documents, through construction
- Provide land planning project management for single family, multifamily, and commercial projects
- Community Development Department operations analysis and improvement implementation
- General Plan updates
- Manage all aspects of business operation including business development and business administration

Community Development Director

Town of Paradise Valley, Arizona / July 2018 - July 2020

- Responsible for the management of three Divisions including Engineering, Planning, and Building Safety
- Identify and implement departmental goals and policies consistent with Town Council directives
- Hire, motivate, and evaluate performance of five direct reports and 17 total employees
- Develop and program a \$19M annual department and CIP budget
- Management of the entitlements of major commercial projects
- Selected by Mayor to serve on a cell phone task force to work with providers in identifying town process improvements
- Oversee the procurement of departments goods and services

JEREMY KNAPP, AICP

COMMUNITY DEVELOPMENT CONSULTANT

SKILLS

Microsoft Office Suite
ArcGIS
SketchUP
Adobe Acrobat
PlanIT CIP Software
Permits Plus
Accela

AFFILIATIONS

American Institute of Certified Planners

American Planning Association Arizona Chapter

American Public Works Association

MAG Transportation Safety Committee and Transit Committee (during tenure with PV)

REFERENCES

Mr. James P. Shano, P.E.
Deputy City Manager
Buckeye, Arizona
jshano@buckeyeaz.gov
(623) 695-6986

Jill Keimach
Town Manager
Town of Paradise Valley
jkeimach@paradisivalleyaz.gov
(480) 348-3533

Mr. Michael Boule
Director of Water Resources
Surprise, Arizona
Michael.boule@surpriseaz.gov
(623) 670-0281

PROFESSIONAL EXPERIENCE (CONTINUED)

Engineering Services Analyst

Town of Paradise Valley, Arizona / September 2012 – July 2018

- Capital Improvement Plan Programming and Budgeting
- Capital Project Management with Diverse Project Delivery Experience
- Procure professional architectural and engineering design services in accordance with state statutes and Town Procurement Policies
- Contract administration for construction services
- Write and advertise RFQ's/RFP's, bid packages, and specifications for both design and construction services
- Preparation and presentation of project related material to Town Council, Commission/Boards, and public
- Successful grant application writing
- Regulatory Compliance and Permitting Implement Town's Small MS4 Permit and complete annual reporting process
- Update the Town's Storm Drainage Design Manual and Stormwater policies

Zoning Administrator

City of Kirkwood, Missouri / July 2008 – September 2012

- Staff liaison for the City Council and Planning Commission
- Procure and manage a consultant in the writing, public input gathering, and implementation of polices for city wide Architectural Review Guidelines for single-family residences
- Manage a comprehensive update of the Zoning Code, including writing the text and hosting stakeholder meetings, public open houses, City Council work sessions and Public Hearings
- Update policies, procedures and application forms for the Building and Engineering Departments to streamline development review process and subsequent training of applicable staff
- Technical plan review and inspections of commercial and residential construction projects

Associate Planner

Willdan Engineering, Tucson, Arizona / June 2006 – July 2008

- Host and present Public Hearings for Zoning Code and General Plan Updates to various City Councils including Nogales Arizona, Winkelman Arizona and Patagonia Arizona
- Prepare and facilitate public workshops and meetings
- Research, write and implement General Plans in accordance with State Statutes
- Research, write and format Zoning Codes