

AGREEMENT FOR PROFESSIONAL SERVICES
with
WOOD PATEL

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2019 by and between the Town of Paradise Valley ("**TOWN**"), and Wood Patel and Associates, Inc. a corporation authorized to do business in Arizona, ("**Consultant**"), whose principal place of business is located at 2051 W Northern Ave, Ste 100, Phoenix, AZ 85021, each a "**Party**" and collectively "**Parties.**"

RECITALS

WHEREAS, the Town desires to contract for construction management services for road and utility improvements on portions of Lincoln Drive, Mockingbird Lane, and Indian Bend Road, as more fully described in the Scope of Services, attached hereto as **Exhibit A** ("Services"); and

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until December 31, 2020 or until all Services are completed and satisfactory to the Town, whichever is earlier, unless terminated as otherwise provided in this Agreement. Upon Consultant's written request, the term of this Agreement may be extended up to an additional six (6) months with the written approval of the Town.
2. Scope of Work. Consultant shall provide the Services described in the Scope of Services, attached hereto as **Exhibit A** and incorporated herein by reference.
3. Compensation. Town shall pay Consultant an amount not to exceed Four Hundred Fifty-Three Thousand Eight Hundred Sixty Dollars (\$453,860.00) for the Services at the rates set forth in the Fee Proposal, attached hereto as part of **Exhibit A** and incorporated herein by reference.

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

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

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

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

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

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

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

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

9. Indemnification.

9.1 To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee, volunteer or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

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

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

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

10.1 Insurer Qualifications. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The TOWN in no way warrants that the above required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

during the performance of this Agreement.

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

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

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

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

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

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

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

10.10 Evidence of Insurance. Before commencing any work or services under this Contract, the Consultant must furnish the Project Manager with Certificate(s) of Insurance, or formal endorsements issued by the Consultant's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the Town will reasonably rely upon the Certificate of Insurance as evidence

of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Consultant must forward renewal Certificates to the Town within 10 days after the renewal date containing all the necessary insurance provisions. Certificates of insurance shall specifically include the following provisions:

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

10.10.2 Excess Liability - Follow Form to underlying insurance.

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

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

10.11 Required Insurance Coverage.

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

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

Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

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

11. Reserved

12. Termination; Cancellation.

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

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

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30

days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

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

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as

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

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

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

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

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

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

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

acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

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

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

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

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

13.13 Offset.

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

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

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

If to the Town: Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85253
Attn: Town Manager

With copy to: Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85253
Attn: Andrew Miller, Town Attorney

If to Consultant: Robert (Bob) D. Gofonia, P.E., R.L.S.
Wood Patel and Associates, Inc.
2051 W Northern Ave, Ste 100
Phoenix, AZ 85021

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

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

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this

Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

13.18 Israel Boycott. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARS § 35-393, of Israel.

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

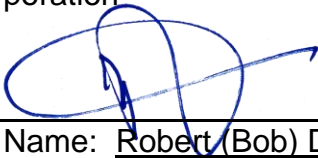
13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY
an Arizona municipal corporation

By: _____
Jill B. Keimach
Town Manager

WOOD PATEL AND ASSOCIATES, INC.
an Arizona corporation

By:  _____
Printed Name: Robert (Bob) D. Gofonia
Its: Vice President Construction Management

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew Miller, Town Attorney

EXHIBIT "A"

Scope of Services and Fee Proposal
Prepared September 16, 2019
(See Attached)

Construction Management Services

The performance of contract management, construction inspection, safety monitoring, documenting the work and all other duties required to successfully manage all of the requirements of the construction contract.

The following outline is not intended as a complete task listing, but as a general outline of the level of service required.

Assign as Resident Engineer, a Professional Engineer licensed in Arizona in Civil Engineering, or an approved related field.

Assign staffing to support the Resident Engineer's efforts. Required staffing should include personnel for construction inspection, traffic control, and constructability review.

As the primary contract administrator, consultant shall have the initial responsibility for communicating or relaying information and/or requests to the contractor. Problems or questions concerning the project or the contractor shall be addressed to, and by, the consultant. The consultant will be expected to be actively engaged with the project and respond to project issues in an expeditious manner to meet time constraints of the project.

The consultant shall provide project field inspection staff with vehicular transportation, cellular telephone, and any other required devices to successfully determine the quality of workmanship of the contractor. All project staff is required to have computer access for effective and comprehensive documentation, reporting, analysis and communication.

Prepare, issue and maintain a list of key personnel assigned to the project including contractor, consultant, and any other sub-consultant personnel by listing telephone numbers, e-mail addresses, affiliation and responsibility.

The consultant shall submit written narrative progress reports to the Town on a weekly and monthly basis. The weekly reports shall be delivered by 9:00 A.M. Monday morning following the week covered in the report, and they shall contain considerable detail about activities on the project. A detail of the consultant's anticipated type and number of project personnel to adequately cover the work for the upcoming week shall also be included. Project staffing shall be consistent with the negotiated staffing plan for the work assignment.

Monthly reports shall be delivered by the fifth (5) of each month, and shall consist of a brief recap of the project progress for the previous month including comments on schedule and progress, deficiencies, and any problems, which may result in claims or additional expense to the Town. When seventy percent (70%) of the contract time has been used for the project, the consultant shall advise the Town if the project can be completed within the original time frame. If the consultant cannot, a detailed analysis outlining the time needed to complete the project must be submitted along with a request for an extension of time to the Town. This analysis and request must be completed and received by the Town prior to eighty percent (80%) of the work assignment time being used.

Each of the project staff performing inspection or assigned responsibility for any project operation is required to maintain a diary of detailed information concerning the contractor's operations for the specific phase of work they are assigned to. These diaries shall be completed for every day that

project staff is actively participating, and shall be kept on file in the project folder, and shall be made available to the Town upon request.

Attend weekly meetings with Contractor's supervisory personnel, and other key stakeholders, to provide close coordination of Contractor's understanding of each aspect of the work.

Perform all inspection and field documentation to adequately record the quality of the work as it is being constructed by the contractor.

Provide at least one qualified inspector on the site as required, when significant work is being performed by Contractor. Provide additional project staff as necessary to match the production of the contractor, which shall remain consistent with the negotiated staffing plan for the contract. Projects may require specialty inspection experience of electrical components, signal equipment and/or fiber optic installation equipment, landscaping, or structural.

The consultant shall provide an inspector with project specific experience of no less than five prior projects of the same components. The consultant shall submit the proposed inspectors resume and specialty project experience information for review and consideration.

Inspect work in progress, finished work, and keep Contractor informed of acceptability status of the work. If consultant's project personnel observe or are aware of unsafe practices or site safety conditions which are unacceptable and jeopardize the life and health of employees on the site, or the public, and endanger property adjacent to the work site, consultant shall immediately notify Contractor and the Town of such unsafe conditions. Nothing herein is intended to relieve Contractor of his contractual responsibility for safety on the project, or to make consultant responsible for Contractor safety procedures.

Inspect material stored on-site to verify it is stored properly to prevent damage to the material, and the contractor has adequate security measures in place to prevent theft or vandalism.

Thorough inspections shall be made prior to terminal operations, such as backfilling, concrete pours, pipeline tests, and inspections. All correction orders to contractor shall be made in written form with a copy attached to the inspection record.

Lincoln Drive, Mockingbird Lane, and Indian Bend Road Reconstruction

		Resource ID		Resource Name		Resource		Resource Billing Rate				Total	
		PM		CM/RE		CM							
		Bob Gofonia		Ron Martinez		Larry Frandle							
		Project Manager		CM/RE		Senior Construction Inspector							
		\$ 165.00 per hour		\$ 155.00 per hour		\$ 105.00 per hour							
Task	Activity	Budgeted Time		Budgeted Cost		Budgeted Time		Budgeted Cost		Budgeted Time		Budgeted Cost	
		(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$)	(hrs)	(\$)
1.0	Pre Construction Phase	3	495.00	15	2,325.00	2	210.00			20	\$ 3,030.00		
1.1	Review of Cost Estimate & Schedule of Values		\$ -	6	\$ 930.00		\$ -			6	\$ 930.00		
1.2	Construction Phase Procedures		\$ -	6	\$ 930.00		\$ -			6	\$ 930.00		
1.3	Pre Construction Meeting	3	\$ 495.00	3	\$ 465.00	2	\$ 210.00			8	\$ 1,170.00		
2.0	Construction Phase	299	49,335.00	741	114,855.00	2068	217,140.00			3108	\$ 381,330.00		
2.1	Project Management	275	\$ 45,375.00	627	\$ 97,185.00		\$ -			902	\$ 142,560.00		
2.2	Construction Observation		\$ -		\$ -	1964	\$ 206,220.00			0	\$ 206,220.00		
2.3	Project Site Meetings	24	\$ 3,960.00	52	\$ 8,060.00	104	\$ 10,920.00			76	\$ 22,940.00		
2.4	Review Payment Request		\$ -	24	\$ 3,720.00		\$ -			24	\$ 3,720.00		
2.5	Contractor's Construction Schedule		\$ -	18	\$ 2,790.00		\$ -			18	\$ 2,790.00		
2.6	Review of Time Extension Requests & Review Schedules		\$ -	8	\$ 1,240.00		\$ -			8	\$ 1,240.00		
2.7	Change Order Control, Pricing and Verification		\$ -	12	\$ 1,860.00		\$ -			12	\$ 1,860.00		
2.8	Cash Flow Reports		\$ -		\$ -		\$ -			0	\$ -		
3.0	Post Construction	4	660.00	18	2,790.00	10	1,050.00			32	\$ 4,500.00		
3.1	Record Drawings, Operation and Maintenance Materials	2	\$ 330.00	4	\$ 620.00	4	\$ 420.00			6	\$ 1,370.00		
3.2	Final Payment		\$ -	2	\$ 310.00		\$ -			2	\$ 310.00		
3.3	Substantial and Final Completion		\$ -	8	\$ 1,240.00	6	\$ 630.00			8	\$ 1,870.00		
3.4	Project Close-out	2	\$ 330.00	4	\$ 620.00		\$ -			6	\$ 950.00		
		306	50,490.00	774	119,970.00	2080	218,400.00			3160	\$ 388,860.00		

THIS IS BASED ON A 12 MONTH CONSTRUCTION PHASE PROJECT

Extra Work Allowance (Assume 2 Months) \$65,000
(Additional Project Staff as necessary to match contractor production)

Total \$ 453,860.00