



CONTRACT NO. CON-19-084-ENG-A1

AMENDMENT NO. ONE

AGREEMENT FOR PROFESSIONAL SERVICES  
with  
KIMLEY-HORN

This Amendment No. One ("Amendment One") to the Agreement for Professional Services ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, ("Effective Date"), by and between the Town of Paradise Valley, an Arizona municipal corporation ("Town") and Kimley-Horn and Associates, Inc. a(n) North Carolina corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. Town and Contractor previously entered into an Agreement for Professional Services, Contract No. CON-19-084-ENG, dated July 1, 2019 ("Agreement"); and
- B. Town and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment No. One.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Scope of Work.** Contractor shall provide the following additional Services:
  - a. Modification to traffic signal at intersection of Lincoln Drive and Invergordon Road, as more fully described in Contract Modification No. 1 dated July 8, 2020 attached hereto as Exhibit A-1; and
  - b. Post-Design Services described in the Scope of Services prepared August 3, 2020 by Contractor attached hereto as Exhibit A-2
3. **Compensation.** The total amount of compensation set forth in Paragraph 3 of the Agreement is revised and shall not exceed Two Hundred Fifty Seven Thousand Five Hundred Twenty Dollars (\$257,520) and the Town shall pay Contractor the following amounts for the additional Services:

- a. An amount not to exceed Two Thousand Six Hundred Sixty Dollars (\$2,660) for the services to modify the traffic signal as described in Exhibit A-1, as more fully described in Exhibit B; and
  - b. An amount not to exceed Nineteen Thousand Nine Hundred Ninety-Five Dollars (\$19,995) for the Post Design Services described in Exhibit A-2, as more fully described in Exhibit B.
4. **Ratification of Agreement.** Town and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

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

TOWN OF PARADISE VALLEY,  
an Arizona municipal corporation

\_\_\_\_\_  
Jill Keimach, Town Manager

ATTEST:

\_\_\_\_\_  
Duncan Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Miller, Town Attorney

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

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

Its: \_\_\_\_\_

**EXHIBIT A-1**  
**(Scope of Work)**



## **TOWN OF PARADISE VALLEY**

### **LINCOLN DRIVE & INVERGORDON ROAD TRAFFIC SIGNAL (LEFT TURN) MODIFICATIONS**

#### **CONTRACT MODIFICATION NO. 1**

##### SCOPE OF SERVICES REVISED JULY 8, 2020

Contract Modification No. 1 is being requested by the Town of Paradise Valley (Town), to cover the additional cost to provide east/west protective/permissive left turn phasing to the existing traffic signal at the intersection of Lincoln Drive and Invergordon Road. The improvements within these additional improvements include:

- Modification to the existing traffic signal at the intersection of Lincoln Drive and Invergordon Road to accommodate protective/permissive phasing.

#### **Task 1. Lincoln Drive & Invergordon Road Left Turn Signal Improvements**

- a. At the request of Town staff, Kimley-Horn will revise the traffic signal design and construction documents for the intersection of Lincoln Drive and Invergordon Road to accommodate protective/permissive phasing in the eastbound/westbound directions on Lincoln Drive.
- b. Kimley-Horn will revise the project plan sheets prepared in association with the intersection improvement plan set. The following sheet will be revised to reflect the design:
  - Traffic Signal Removal Sheet (1 Sheet)
  - Traffic Signal Layout Plan Sheet (1 Sheet)
  - Traffic Signal Pole Schedule and Conductor Schedule Sheet (1 Sheet)

**EXHIBIT A-2**  
**(Scope of Work)**



## **TOWN OF PARADISE VALLEY**

### **LINCOLN DRIVE MEDIAN IMPROVEMENTS**

#### SCOPE OF SERVICES

Prepared August 3<sup>rd</sup>, 2020

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

- a. Kimley-Horn will attend the pre-construction meeting and distribute meeting notes.
- b. Kimley-Horn will coordinate with the appropriate utility companies for utility relocations called out on the project plans.
- c. Kimley-Horn will attend fifteen (15) construction meetings with the Town as a part of this project. Kimley-Horn will prepare a meeting agenda and meeting minutes for each construction meeting.
- d. Kimley-Horn will evaluate, respond, and maintain a log of RFIs. Kimley-Horn assumes a maximum of twelve (12) RFIs.
- e. Kimley-Horn will evaluate, respond, and maintain a log of shop drawings. Kimley-Horn assumes a maximum of twelve (12) shop drawings.
- f. Kimley-Horn will provide supplemental construction observation and site visits to review construction progress and construction issues. Kimley-Horn assumes five (5) site visits at five (5) hours per visit.
- g. Kimley-Horn will visit the plant nursery during post-design to verify the proposed plants will meet Town standards and requirements.
- h. Kimley-Horn will attend the Contractor's substantial completion walk and checklist meeting.
- i. Kimley-Horn will prepare as-built drawings after construction.

#### **KIMLEY-HORN ALLOWANCES**

##### **Expenses (Allowance)**

- a. This allowance is for expenses anticipated for this project including: telecommunications, in-house reproduction, postage, deliveries, supplies, mileage, and project-related computer time.

#### **ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS**

- a. The Owner's Allowance will only be utilized with prior written approval from the City.
- b. The following items are excluded from this scope of work:

- i. Geotechnical evaluation
  - ii. Material Testing
  - iii. Potholing
  - iv. Pavement Design
  - v. Aerial Mapping and Photography
- c. Town is responsible for all associated permit fees, including plan review fees.
- d. Kimley-Horn will not supervise, direct, or have control over the Contractor's work, nor shall Kimley-Horn have the authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by the Contractor, for safety programs incident to the Contractor's work or for any failure of the Contractor to comply with any laws.
- e. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for the Contractor's failure to perform its work in accordance with the Contract Documents.

**EXHIBIT B-1**  
**(Compensation)**



Town of Paradise Valley

Lincoln Drive Invergordon Road Traffic Signal Left Turn Modification  
Contract Modification No. 1

		Project Manager	Senior Professional	Professional	Analyst	Designer	Admin
<b>TASK DESCRIPTION</b>	<b>SUBTOTAL</b>	<b>\$ 200.00</b>	<b>\$ 175.00</b>	<b>\$ 155.00</b>	<b>\$ 135.00</b>	<b>\$ 115.00</b>	<b>\$ 70.00</b>
<b>1. INVERGORDON LEFT TURN SIGNAL IMPROVEMENTS</b>	<b>2,660.00</b>	<b>0</b>	<b>2</b>	<b>6</b>	<b>0</b>	<b>12</b>	<b>0</b>
Revise Signal Layout Sheet (1 Sheet)	1,330.00		1	3		6	
Revise Pole Schedule and Conductor Schedule (1 Sheet)	1,330.00		1	3		6	
	-						
<b>SUBTOTAL DIRECT LABOR</b>	<b>2,660.00</b>	<b>-</b>	<b>2.00</b>	<b>6.00</b>	<b>-</b>	<b>12.00</b>	<b>-</b>
<b>CONTRACT MODIFICATION NO. 1 TOTAL</b>	<b>2,660.00</b>						
<b>CONTRACT MODIFICATION NO. 1 BREAKDOWN</b>							
Lincoln Drive & Invergordon Traffic Signal (Left Turn) Modifications		2,660.00					

**Town of Paradise Valley  
Lincoln Drive Median Improvements  
Post Design Services  
Fee Proposal**

		Project Manager	Senior Professional	Professional	Analyst	Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 200.00	\$ 175.00	\$ 155.00	\$ 135.00	\$ 115.00	\$ 70.00
<b>POST-DESIGN SERVICES</b>	<b>27,645.00</b>	<b>5</b>	<b>8</b>	<b>95</b>	<b>42</b>	<b>16</b>	<b>43</b>
Pre-Construction Assistance	1,670.00	2		6	2		1
Utility Coordination	1,530.00	3		6			
Construction Meetings (up to 15 Mtgs)	6,750.00			30			30
RFIs (12)	4,710.00			12	18		6
Shop Drawings (12)	3,780.00			6	18		6
Construction Observation	3,875.00			25			
Nursery Plant Review	1,400.00		8				
Substantial Completion	1,780.00			8	4		
Asbuilts	2,150.00			2		16	
<b>SUBTOTAL DIRECT LABOR</b>	<b>27,645.00</b>						
<b>KIMLEY-HORN ALLOWANCES</b>							
<b>EXPENSES</b>	<b>500.00</b>						
General Expenses	500.00						
<b>OWNERS ALLOWANCES</b>							
<b>OWNERS ALLOWANCE</b>	<b>2,000.00</b>						
Owners Allowance	2,000.00						
<b>SUBTOTAL POST-DESIGN SERVICES</b>	<b>30,145.00</b>						
<b>CONTRACT MODIFICATION BREAKDOWN</b>							
<b>PREVIOUS CONTRACT</b>							
Post Design Services	30,145.00						
Previous Contract Post-Design Services	(10,150.00)						
<b>CONTRACT MODIFICATION TOTAL</b>	<b>19,995.00</b>						