

**AGREEMENT
FOR
ENGINEERING AND OTHER SERVICES**

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between the **Town of Prescott Valley**, a municipal corporation TOWN of Arizona (hereinafter the "TOWN"), and **Kirkham Michael & Associates, Inc.** an Arizona corporation (hereinafter the "ENGINEER");

WITNESSETH:

WHEREAS, the TOWN has authority to widen, extend, straighten, regulate, grade, clean or otherwise improve streets and avenues of the Town [ARS §§9-240(B)(3)(c), 48-571(A)(17) and 48-572(A)(1)]; and

WHEREAS, the TOWN has authority to provide its citizens with either potable water or treated effluent by constructing a municipal waterworks, fire protection and irrigation system of pipes, conduits, wells, cisterns, siphons, pumps, pumping plants, filtering plants, settling basins, hydrants, and reservoirs of every character [ARS §§9-240(B)(6), 48-571(A)(21) and 48-572(A)(2),(3)&(5)]; and

WHEREAS, the TOWN has authority to construct and maintain a sanitary sewer system of tunnels, drains, conduits, channels, outlets, outfalls, cesspools, manholes, flush tanks, and septic tanks of every character [ARS §§9-240(B)(5)(a)&(b), 48-571(A)(16) and 48-572(A)(2)&(4)]; and

WHEREAS, the TOWN has authority to construct and maintain a storm water drainage system of excavations, ditches, drains, conduits, channels, outlets, outfalls, crossings and catch basins of every character [ARS §§9-240(B)(5), 48-571(A)(16) and 48-572(A)(2),(4)&(5)]; and

WHEREAS, the TOWN has found the ENGINEER to be competent and capable of providing engineering services for such projects;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

ARTICLE 1. DESCRIPTION OF SERVICES. The ENGINEER shall perform all of the tasks identified in the Scope of Services document attached hereto as Exhibit "A" and expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually agree upon in writing, as necessary for construction engineering for the **Robert Road Improvements, Spouse Drive to Tranquil Boulevard, Part B, CIP #412B.**

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the ENGINEER, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into

additional mutual agreements, which add to the Services to be performed by the ENGINEER (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

The ENGINEER shall, except as provided otherwise in this Agreement and any Amendment hereto, furnish all supervision, labor and materials, and obtain all licenses and permits required for performance of the Services.

ARTICLE 2. SERVICES SCHEDULE. The ENGINEER shall perform the Services in substantial conformance with the schedule(s) set forth in Exhibit "A" and any Amendments hereto, unless otherwise agreed to by the TOWN.

ARTICLE 3. AGREEMENT TERM. Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through **October 31, 2013**, or until such time as the parties mutually determine in writing that all of the Services have been accomplished, whichever is sooner.

ARTICLE 4. PAYMENT. The TOWN will pay the ENGINEER for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth in Exhibit "A" and any Amendments hereto.

All invoices submitted to the TOWN for Services performed by the ENGINEER shall refer, by date, to the Agreement under which the Services were performed. Invoices shall contain percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall contain copies of supporting documents and proof of expenditures. Interest may be added to accounts in arrears at the rate of one and five-tenths percent (1.5%) for each full month of delinquency.

In the event a Notice to Proceed is not issued to the ENGINEER by the TOWN within one hundred twenty (120) days after the date first-above written, this Agreement shall terminate and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT. Nothing in this Agreement is to be construed as granting to the ENGINEER an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES. The TOWN may, at any time by written direction, require additional tasks as part of the Services, direct the omission of, or variation to, the Services, or alter the schedule for Services. If such direction results in a material change in the amount or character of the Services, an equitable adjustment to the price and to any other provisions in Exhibit "A" or any Amendments hereto that may be affected, shall be made in writing. All such material changes must first be approved by the TOWN.

ARTICLE 7. PROFESSIONAL RESPONSIBILITY. The ENGINEER shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the ENGINEER's failure to observe and adhere to such standards, the

ENGINEER shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the ENGINEER's expense.

ARTICLE 8. INDEMNIFICATION. With respect to professional liability only, to the fullest extent permitted by law, the ENGINEER shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the ENGINEER, its agents, employees or any tier of the ENGINEER's subcontractors in the performance of this Agreement. The ENGINEER's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from caused by the ENGINEER's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the ENGINEER, any tier of the ENGINEER's subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the ENGINEER may be legally liable.

With respect to all liability other than professional liability, including but not limited to those acts or omissions, normally covered by general and automobile liability insurance, to the fullest extent permitted by law, the ENGINEER shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the ENGINEER, its agents, employees or any tier of the ENGINEER's subcontractors in the performance of this Agreement. The ENGINEER's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from caused IN WHOLE OR IN PART by the ENGINEER's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the ENGINEER, any tier of the ENGINEER's subcontractors or any other person for whose services the ENGINEER may be legally liable including the TOWN. Such indemnity does not extend to the TOWN's sole negligence.

ARTICLE 9. WORKERS' COMPENSATION. The ENGINEER shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the ENGINEER's employees engaged in the performance of the Services, and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any of the Services are subcontracted, the ENGINEER will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the ENGINEER.

ARTICLE 10. INSURANCE. Without limiting any liabilities or other obligations of the ENGINEER hereunder, the ENGINEER shall, prior to commencing with Services hereunder, secure and continuously carry with insurers authorized to do business in Arizona the following insurance coverages:

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the ENGINEER, or any person employed by the ENGINEER, with a limit of not less than \$1,000,000 each claim.

Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the ENGINEER's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage code 1, "any auto," (Insurance Service Office, Inc. Policy Form CA 00011001, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

ARTICLE 11. SUSPENSION OF SERVICES. The TOWN may, by written notice, direct the ENGINEER to suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of the ENGINEER, this Agreement may be mutually modified to compensate ENGINEER for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date the TOWN issues an order for resumption of the Services. Upon receipt of notice to suspend Services, the ENGINEER shall a) discontinue Services, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the Services, and e) otherwise mitigate the TOWN's costs and liabilities for that portion of the Services which have been suspended.

ARTICLE 12. TERMINATION. The TOWN may terminate this Agreement at any time without cause prior to its Term by sending to the ENGINEER written notice dated fifteen (15) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the ENGINEER full compensation for all Services satisfactorily performed by the ENGINEER as of the termination date, excluding damages or anticipated profits for Services not yet performed.

The ENGINEER may terminate this Agreement at any time without cause prior to its term by sending to the TOWN written notice dated thirty (30) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the ENGINEER full compensation for all Services satisfactorily performed by the ENGINEER as of the termination date, excluding damages or anticipated profits for Services not yet performed.

ARTICLE 13. EXAMINATION OF SERVICES. All of the Services will be subject to examination at any reasonable time or times by appropriate TOWN staff, who shall also have the right to reject unsatisfactory Services in part or in whole. Neither examination of Services nor the lack of same, nor acceptance of Services by TOWN staff or payment therefore shall relieve the ENGINEER from any of its obligations under this Agreement.

ARTICLE 14. PROGRESS. The ENGINEER shall submit monthly written progress reports to assist TOWN staff in determining whether the time requirements in Article 2 hereinabove are being substantially met. Authorized staff may visit the ENGINEER's office at any reasonable time to determine the status of the Services required by this Agreement. In addition, any person may inspect the public records generated by the ENGINEER's activities hereunder upon reasonable request, during normal business hours, in accordance with ARS §9-471(B).

ARTICLE 15. OWNERSHIP OF DESIGNS AND DRAWINGS. All documents (whether printed or stored as electronic, magnetic, or digital information) including, but not limited to, original drawings, estimates, specifications, field notes, and data, are and remain the property of the TOWN, upon payment in full for all Services rendered. The ENGINEER shall, at the conclusion of the Services or at the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents (whether complete or partially complete) produced or collected by the ENGINEER in its performance under this Agreement. The ENGINEER shall, at its expense, reproduce and retain a copy of the drawings, estimates, specifications, field notes, or data collected or produced under this Agreement.

ARTICLE 16. NONDISCLOSURE. Except as otherwise required by law or this Agreement, the ENGINEER, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement.

ARTICLE 17. LAWS AND REGULATIONS. The ENGINEER shall at all times comply with applicable laws, statutes, rules, regulations, and ordinances in its performance under this Agreement, including without limitation those governing wages, hours, employment discrimination, and safety. The ENGINEER shall also comply with equal opportunity laws and regulations to the extent they are applicable.

ARTICLE 18. PATENT AND COPYRIGHT. The ENGINEER shall indemnify, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims thereof pertaining to, or arising from the ENGINEER's performance under this Agreement.

Should the ENGINEER's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the Services or as a result of performing the Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the ENGINEER. However, the ENGINEER shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use.

ARTICLE 19. INDEPENDENT CONTRACTOR. The ENGINEER shall perform the Services hereunder as an independent contractor, and all persons or entities employed by or under contract with the ENGINEER in connection herewith shall be employees of the ENGINEER and are not employees of the TOWN in any respect.

ARTICLE 20. ASSIGNMENT. The ENGINEER shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 21. SUBCONTRACTS. The ENGINEER shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff,

except as noted in the scope and fee schedule. Furthermore, the ENGINEER shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the ENGINEER's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES. Any notice by either party to the other hereunder shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the mail, properly stamped with the required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof by giving the other party written notice. Unless changed, notices shall be sent to the following:

TOWN: Town Manager
 Town of Prescott Valley
 7501 E. Civic Circle
 Prescott Valley, AZ 86314

ENGINEER: Kirkham Michael
 Steve M. Irons, P.E.
 15768 North 162nd Lane
 Surprise, AZ 85374-5876

ARTICLE 23. DISPUTES. Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the ENGINEER's authorized representative. Such decision by the TOWN shall be final unless the ENGINEER, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the basis thereof. The ENGINEER shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING. The ENGINEER shall keep accurate and complete records in support of all payments hereunder in accordance with generally recognized accounting principles and practices. The TOWN or its audit representatives shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be kept by the ENGINEER and made available for one (1) year after completion of the Services or termination of this Agreement, whichever is earlier.

ARTICLE 25. NON-WAIVER. The failure of the TOWN to insist upon or enforce strict performance by the ENGINEER of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the TOWN's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 26. SEVERABILITY. Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 27. VENUE AND GOVERNING LAW. This Agreement shall be deemed to have been made and entered into in Yavapai County, and shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.

ARTICLE 28. ATTORNEYS' FEES. In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 29. SAVINGS CLAUSE. In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 30. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 31. CONFLICT-OF-INTEREST. This Agreement may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first above written.

Town of Prescott Valley, a municipal corporation
of Arizona, (TOWN)

Harvey C. Skoog, Mayor

ATTEST:

Diane Russell, Town Clerk,

APPROVED AS TO FORM:

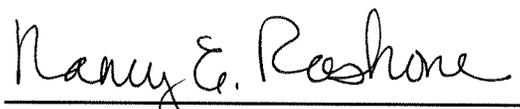
Ivan Legler, Town Attorney

Kirkham Michael & Associates, Inc.
(ENGINEER)



Michael S. Olson, P.E.
Vice President

ATTEST:



Secretary

EXHIBIT "A"

SCOPE OF SERVICES AND FEES

This project, in general, consists of work items on and adjacent to Robert Road between Spouse Drive to Tranquil Boulevard and consists of excavation, embankment, grading, paving, curb and gutter, sidewalk, handicap ramps, drainage, signing and striping, and miscellaneous utility modifications. The purpose of this project is to serve the public transportation needs by improving the movement of vehicles and pedestrians along this corridor. The construction contract is scheduled to be complete within 180 calendar days after notice to proceed. This project is being built in cooperation with citizens of Prescott Valley and is to be coordinated with effected utilities and local businesses. This will be located in a developed residential and minimal commercial area.

The basic service tasks the ENGINEER will accomplish for this project are listed herein.

Task – Bidding Services Task: Lump Sum of \$5,800.00

1. Pre-Bid Conference: Schedule, arrange, attend, conduct, and document the Pre-Bid Conference, including preparation of agenda, sign-in sheets, and minutes.
2. Addenda: Prepare Addenda and submit to the Town for approval and distribution.
3. Bid Opening: The Town of Prescott Valley will open the bids. There will be no representative from Kirkham Michael at the bid opening.
4. Bid Tabulation: Tabulate bids as provided by the Town of Prescott Valley. Verify lowest responsive bidder. Prepare letter of recommendation of award.

Task – Construction Administration: Lump Sum of \$88,000.00

The Engineer will provide Construction Administration for the duration of the construction, as follows:

1. Pre-Construction Conference: Schedule, arrange, attend, conduct, and document the Pre-Construction Conference, including preparation of agenda, sign-in sheet, and minutes.
2. Key Personnel Contact List: Prepare, issue, and maintain a list of key personnel assigned to the project by the contractor, subcontractors, major suppliers of materials and equipment, consultant, Town, utility companies, other agencies, and other involved parties. Include names, addresses, phone numbers, affiliation, and responsibilities. Designate emergency 24-hr contacts on the list.
3. Construction Schedule: Review and critique the contractor’s preliminary schedule and all regular updates to the construction schedule. Monitor and report opinion of the status and progress of the construction work, as well as current conflicts, including work sequence, durations, interim milestones, etc. to the Town and to the Contractor.

4. **Submittals:** Prepare and maintain a matrix of required submittals. Review shop and erection drawings, material submittals, equipment O&Ms, and other data as required and submitted by the Contractor, for compliance with design concepts.
5. **Test Results:** Prepare and maintain a matrix of required Quality Control (QC) test results, and Quality Assurance (QA) test results. Review all tests for compliance with the construction contract documents. Such test results will include: densities, gradations, plasticity indexes, proctors, marshals, chlorination, residual chlorine, bacteriological, cylinder compression breaks, oil content, laboratory, shop, and mill test reports on materials and equipment, etc.
6. **Professional Design Support:** During construction, provide professional services to facilitate and enable construction to be accomplished in conformance to the construction drawings, specifications, and other contract documents. Clarify and/or interpret construction contract documents, when requested by the contractor and/or the Town.
7. **Represent the Owner:** Issue instructions from the Town to the Contractor. Resolve issues in the best interests of the Town. Make recommendations to the Town on corrective actions or contractual measures that may be exercised by the Owner.
8. **Changes:** Consider, evaluate and notify the Town of changes and/or alterations believed to be in the Town's best interest, due to actual field conditions encountered, etc. Provide supporting detail, including sketches, if needed, of the proposed change(s). Prepare an estimate of the cost and time impact of the change(s) and conduct negotiations with the Contractor. Prepare and process change orders, and/or field orders that may be required. Field orders will be reviewed and processed within 24 hours and change orders within 48 hours. Additional hours may be required depending on the extent of the change. If additional time is required for a field order or change order, the contractor and Town will be notified and an agreed upon time will be established for completion.
9. **Contractor's Progress Payments:** Review progress payments, based on degree of completion of the work. Prepare cover letter for the Progress Payment, recommending issuance of such payment(s) by the Town. Copy the contractor on all pay recommendations letters.
10. **Permits:** Monitor permits as necessary, including approvals of construction, approvals of operation, ROW permits. The contractor will be required to provide a designed SWPPP for review and apply for the NPDES and NOI permits.
11. **Public Open Houses:** Attend and answer questions pertaining to the project construction at a public open house.
12. **Submit project plans for the water line to ADEQ for approval permits to construct and to operate after completion of the project.**

Task – Construction Surveying: Lump Sum of \$57,600.00

The Engineer will provide the following survey services, including construction stakes, lines and grades in conformance with the MAG Section 105.8 and the project specifications, as follows (note coordination with the Contractor as to schedule for staking, acceptance of staking, preservation of stakes, and contractor's responsibility for cost of re-staking will be discussed at the pre-construction meeting):

1. Project Control – evaluate and reconstruct existing project control for use throughout the construction process.
2. Clearing Stakes – provide one set of clear/grub stakes for the project corridor at 100 foot intervals.
3. Sawcut and removal stakes – provide paint marks at joint points and sawcut lines.
4. Rough grade stakes – provide one set of rough grade stakes on each side of the road at 25 foot intervals.
5. Storm drain pipe and culvert stakes – provide one set of storm drain pipe invert stakes at 25 foot intervals, and culvert end stakes. One set of centerline of storm drain manholes are included in this task.
6. Water line stakes – provide one set of water main and service line stakes, along with water service (meter/stop box) stakes, fire hydrant, air release valve, and gate valve stakes. Water main stakes to be set at 25 foot intervals.
7. Catch basin and wingwall stakes – provide one set of catch basin and wingwall stakes (storm drain pipe outlet) at face of catch basin and exposed face of wall.
8. Curb return and spandrel stakes – provide one set of curb return, valley gutter and spandrel stakes. (Stakes will be placed at the PC, EC and Mid Point of the Valley Gutter.)
9. Blue tops (subgrade and base) – provide one set of centerline Blue Tops at top of subgrade and top of base at 25 foot intervals. This shall include curb and gutter staking.
10. Driveway stakes – provide one centerline of driveway stake for each driveway along the corridor with width markings on lath.
11. Lighting conduit stakes – provide one set of lighting conduit stakes at 50 foot intervals. One set of stakes for associated pullboxes included in this task.
12. Light pole stakes – provide one set of light pole stakes.
13. Signing and striping – provide one set of traffic sign and two sets of striping stakes (as needed). First striping stakes to be completed after the chip seal and the second 30 days later.
14. Fence stakes – provide one set of fence stakes at 50 foot intervals.
15. Monument straddlers – provide one set of monument straddlers and provide brass caps for contractor setting of final monuments. Includes final survey observation to verify correctness. Includes Record of Survey for reestablished monuments (9 total). The Record of Survey drawing plan sheets will include the book and page for all easements along the project corridor.

16. Lead and tacks – provide centerline tie points consisting of 3 lead and tacks in curbs and provide swing tie distances for engineer to include on as-built plans.
17. Final cross sections – provide engineer with final record observations on centerline and back of curbs at 100 foot intervals. Includes curb return (end) observations.
18. Waterline and storm drain record observations – depending on project scheduling, provide a representative amount of observations for waterline and sewerline crossings and invert elevations of manholes and catch basins for storm drain and utility record plans to be generated by the engineer. Hard shots will also be provided at all horizontal and vertical deflections for water line and storm drain pipes. All utility valves, manholes, pull boxes, etc shall be located and tied down prior to final surfacing to provide the contractor the actual location after final paving has been completed. The surveyor shall coordinate all record observations with the contractor.
19. Project office calculations – provide office calculations as necessary to support field crews.
20. Utility conduit record plans for Arizona Public Service Company.
21. Provide staking limits for all the acquired right of way, temporary and permanent easements along the project corridor.

Task – Additional Construction Surveying: Allowance Not to Exceed \$19,000.00

1. Re-stake allowance – provide an allowance for re-staking for up to \$10,000 based upon hourly rates. Payment for additional re-staking due to loss or vandalism to be negotiated between the Town, Engineer, and Contractor.
 - a. Two person survey crew (GPS) \$150.00 / hr
2. Re-set property corners – These corners must be identified and requested to be located prior to removal, in order to be able to be re-set in the same locations. A record of survey will be required (by state law) and filed showing these monuments and their re-establishment.
 - a. Re-set up to 7 property corners disturbed during construction.
 - b. Estimate \$1,000.00 per re-set property corner.

Task – Construction Observation: Lump Sum of \$99,900.00

The Engineer will provide construction observation throughout the duration of the construction project as follows:

1. Coordination: Develop working relationships and act as the liaison for the Town with the Contractor. Keep the contractor aware of the inspection and testing requirements and the effect of these on the project schedule to help avoid delays and misunderstandings.

2. **Observation:** Conduct timely, on-site construction observation to monitor the progress and process of ongoing and completed construction work, on an as-needed basis, to determine and certify compliance in accordance with the construction contract documents. Notify the contractor and report to the Town, when construction work is unsatisfactory, faulty or defective, or does not conform to the construction contract documents, or does not meet the requirements of inspections, tests, or approvals required to be made, or has been damaged prior to final payment; and advise Town when it is believed that work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
3. **Observation Reports:** Prepare daily observation journal reports, including, at a minimum, comments on schedule and construction work progress; photos; list of equipment and personnel on-site; weather and site conditions (including temperatures & times); list of tests performed; decisions/instructions/information given/received; developments critical to the schedule or quality of the project; and deficiencies noted and issues that may result in claims or additional expense to the project. Distribute observation journal reports to the Town at the beginning of the following work week.
4. **Maintain Project Records:** Maintain job site orderly files for correspondence, meeting minutes, shop drawings and sample submissions, construction contract documents, including addenda, change orders, field orders, etc. Coordinate with the Town to ensure that the Town receives copies of construction administration documentation.
5. **Tests and System(s) Start-Ups:** Verify that tests and systems start-ups and operating and maintenance instructions are conducted as required by the construction contract documents and in presence of the required personnel (such as the Town, and OMI), and that the Contractor maintains required records thereof. Observe, record and report details relative to the test procedures and startups. This includes observing water line testing by the contractor including pressure/leakage tests, microbiological samples, and chlorination tests by the contractor.
6. **Quality Control Testing (QC):** Observe sample collection and testing provided by the Contractor's testing subconsultant. Collect and review test and re-test results from the Contractor.
7. **Quality Assurance Testing (QA):** At random intervals and/or as needed, provide independent Quality Assurance Testing. See "Task – Quality Assurance Testing".
8. **Public Convenience:** Keep the Town informed of events and developments, which could be critical to public convenience. This information will be provided at the weekly construction progress meetings. Critical developments will be provided to the Town if encountered on a non-meeting day.
9. **Construction Progress Meetings:** Conduct regularly scheduled construction progress meetings with interested parties to provide coordination with the Contractor and to discuss project progress and issues. Prepare agenda, sign-in sheets, and minutes for each meeting and transmit promptly to concerned parties. These meetings will take place once a week at a set agreeable date and time in the project construction trailer.

Task – Quality Assurance Testing: Allowance Not to Exceed \$29,300.00

The Engineer will provide Quality Assurance Testing (QA), as needed, to verify the Contractor's performance and Quality Control Testing (QC) results, in general compliance with construction contract documents, as follows:

1. Provide excavation and fill analysis, including: compaction/ density testing, proctor (for various soil types), plasticity index, liquid limit, and gradations.
2. Provide aggregate base analysis, including: compaction/ density testing, proctor (for various soil types), plasticity index, liquid limit, gradations, and L.A. abrasion testing.
3. Provide concrete analysis, including: compression/ break test cylinders, gradation, temperature, slump tests, and entrained air content.
4. Provide hot mix asphalt and chip seal analysis, including: observation, sampling and testing of material during placement.
5. Provide riprap analysis, including: L.A. abrasion testing, and visual gradation determination.
6. Provide soils analysis for structures, if unsuitable soils are encountered, including: compaction/ density testing, proctor (for various soil types), plasticity index, liquid limit, and gradations.
7. Provide utility line installation analysis, including: pressure, leakage, and sanitation/ disinfection testing of water and sewer lines, in addition to trench bedding, shading, and backfill testing, as well as concrete encasement and thrust block testing requirements.

Task – Project Close-Out: Lump Sum of \$25,300.00

The Engineer will provide Project Close-Out Services, as follows:

1. Punch List: Perform final observations with Town and Contractor personnel and develop the "punch list" of deficiencies and incomplete work that needs to be corrected and finished for final acceptance and release of retention.
2. Final Acceptance: Upon the contractor's completion of punch list items, the Engineer will conduct a final review to verify punch list items are complete and prepare a recommendation of final acceptance letter to the Town.
3. Final Quantities: Determine final contract quantities.
4. Project Documentation and Records: Compile project records, including project reports, correspondence, and pertinent project information and submit them to the Town. Compile shop drawings, inspection reports, geotechnical reports, photographs, and record drawings in final format for Town records.
5. Record Drawings: Prepare an "Engineer's Certification" that the work has been completed in substantial conformance with the plans, specifications, and contract documents, including modifications to reflect shop drawing review, substitutions, clarifications, and change orders. Prepare and certify reproducible "Record Drawings" (one 36" x 24" Mylar set and one set of

the scanned Mylar images in Town-approved digital formats) showing the “record” condition of the Work for submission to the Town for their permanent records. Also, submit planimetric and contour/datum data used to develop the final project to the Town in DWG or DXF format.

6. Retain Project Information: Retain one complete copy, for three years, of the project deliverables to respond to future questions.

TOTAL of Tasks:..... Cost not to exceed \$324,900.00

Services provided shall be in conformance with:

1. this agreement, and all amendments thereof,
2. the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, latest edition, including latest revisions and supplements,
3. the Yavapai Association of Governments (YAG) Central Yavapai County Governments Unified Construction Standards and Details, latest edition, including latest revisions (supplement to MAG),
4. the “Town of Prescott Valley, Public Works Department, Engineering Division Design and Construction Standards and Specifications”, hereinafter referred to as PVDCSS, and
5. applicable local, state, and federal laws and regulations.