

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SUNRISE ENGINEERING, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of February 16, 2012, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Sunrise Engineering, Inc., a Utah corporation (the "Consultant").

RECITALS

- A. Pursuant to Section 3-3-10 of the Town Code, the Town may directly select consultants for professional and technical services.
- B. The Consultant possesses the specific skill and experience required to provide the Town with professional engineering services for the design of the Fountain Hills Boulevard shoulder paving project as more particularly set forth in Section 2 below (the "Services").
- C. The Town desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 February 16, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Consultant requests, in writing, to extend the Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work and Fee Proposal, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. For this Agreement, including any Renewal Terms, the Town shall pay Consultant a maximum aggregate amount not to exceed \$104,900.00 for the Services at the rates as set forth in the Scope of Work and Fee Proposal, attached hereto as Exhibit A.

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. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents 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 completion of the Services to be performed 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 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 of substantially equal ability and qualifications.

7. 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.

8. 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.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. 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.

11. Insurance.

11.1 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, 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 and self-insured retention or deductible portions, 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 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. 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.

G. 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.

H. 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.

I. 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the Town's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. 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 03 97 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 as respects performance of the Agreement.**

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

(4) **A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 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.**

#### **11.2 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 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 adjunct or residual 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. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

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.

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

## 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. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. 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 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 the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity

or a consultant to any other party of the Agreement with respect to the subject matter of the 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 or withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Consultant fully informed as to the availability of funds for the Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Consultant shall be relieved of any subsequent obligation under this Agreement.

### 13. Miscellaneous.

13.1 Independent Contractor. 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 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 the 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, the 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 the Agreement which may remain in effect without the invalid provision or application.

13.7 Relationship of the Parties. 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 is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.8 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 the 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.

13.9 Assignment. No right or interest in this Agreement shall be assigned 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

13.14 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 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 taxes and property taxes, including any interest or penalties.

13.15 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, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the Town:           Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Facsimile: (480) 837-3145  
Attn: Julie Ghetti, Interim Town Manager

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

Facsimile: (602) 254-4878  
Attn: Andrew J. McGuire, Esq.

If to Consultant: Sunrise Engineering, Inc.  
2152 South Vineyard, Suite 123  
Mesa, Arizona 85210  
Facsimile: (480) 768-8609  
Attn: Gregory D. Potter, P.E./Principal/Vice President

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, (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, or (D) when received by facsimile transmission during the normal business hours of the recipient. 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.

13.16 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.

13.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.18 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 13.18 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.

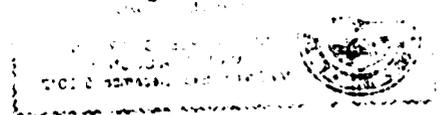
13.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 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.

13.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the Town determines that the Consultant submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

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

13.21 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 THE FOLLOWING PAGES]



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

“Town”

TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation

Julie G. Ghatti  
Julie Ghatti, Interim Town Manager

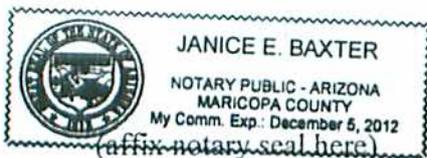
ATTEST:

Bevelyn J. Bender  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on February 21, 2012, by Julie Ghatti, the Interim Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.



Janice E. Baxter  
Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

“Consultant”

SUNRISE ENGINEERING, INC., a Utah corporation

By: *Gregory D. Potter*

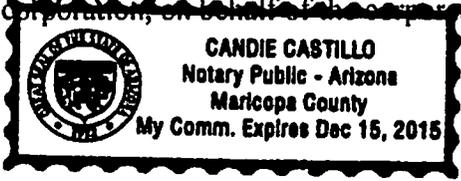
Name: Gregory D. Potter

Title: Principal / Vice President

(ACKNOWLEDGMENT)

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

This instrument was acknowledged before me on February 7, 2012, by Gregory Potter, as Vice President / Principal of SUNRISE ENGINEERING, INC., a Utah corporation, on behalf of the corporation.



Candie Castillo exp 12-15-15  
Notary Public in and for the State of Arizona

(affix notary seal here)

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
SUNRISE ENGINEERING, INC.

[Scope of Work and Fee Proposal]

See following pages.



## EXHIBIT A

**Date:** November 10, 2011

**To:** Paul Mood, P.E.  
Town of Fountain Hills  
16705 E. Avenue of the Fountains  
Fountain Hills, AZ 85268  
Phone: (480) 816-5129  
Email: pmood@fh.az.gov

**Re:** Fountain Hills Boulevard Shoulder Paving  
Fountain Hills Project #S6053

**Subject:** Design Services

Sunrise Engineering, Inc. (SEI) is pleased to provide the following proposal to provide Professional Engineering Services for the above referenced project. Sunrise agrees, upon receipt of your acceptance to this proposal and term and conditions, to perform the following identified services.

The scope of work included in this contract is the paving of dirt shoulders on Fountain Hills Blvd. from Segundo Drive to Pinto Drive (approximately 1.4 miles) as shown in Attachment A. The improvements shall include a new 6-foot shoulder paving on both sides of the road and intersection improvements. This project is an ADOT Local Government project using CMAQ funding to complete the work.

The detailed scope of work included in this Work Release for this project is as follows:

### **PHASE 0001 – BASE CONTRACT**

**Task 001 - Design Concept Report:** Develop a design concept report based on the ADOT Project Development Process Manual. The report will discuss existing conditions, description of project improvements, traffic data, major design features, design exceptions, preliminary cost estimate, and environmental considerations.

**Task 002 - Environmental Determination Report:** Perform the first step in the environmental process by performing an Environmental Determination Report following the ADOT Environmental Planning Group's March 2001 guidelines. The scope of work for this report shall be in accordance with Del Sol Group's proposal, Inc. dated November 2, 2011. Del Sol Group shall work as a subconsultant to Sunrise Engineering for this project. This proposal is included as Attachment D. If additional environmental study or mitigation is required based on the findings of the report it will be provided at an additional cost.

**Task 003 - Design Survey:** Sunrise Engineering crews will perform a topographic survey utilizing GPS equipment to provide the basis for developing designs, plan sheets, profiles and cross sections. It will include a minimum of two section ties and be on MCDOT (or ADOT) datum elevation. 110' wide cross sections will be taken a minimum of every 50 feet and at all wash/culvert crossings.

**Task 004 Right-of-Way Determination & Clearances:** Prepare plans showing existing right-of-way. Prepare a right-of-way clearance document for the project per ADOT Project Development Process Manual. Right-of-Way acquisition and title reports are not included in this proposal.

**Task 005 Detail Design & Construction Documents:** Sunrise Engineering will prepare the following drawings and construction documents in accordance with the Project Development Process Manual. An estimated of the number of sheets for each drawing type is shown below. The plans will be prepared in AutoCAD 2012. Plans will be submitted to ADOT for review in the Stage I, II, III, IV & Final in accordance with ADOT's Project Management Manual:

1. Face sheet (1 sheet)
2. List of Standard Drawings (2 sheets)
3. Design sheet and index (1 sheet)
4. Typical roadway sections (1 sheet)
5. Geometric sheets (2 sheets)
6. 40 scale plan and profile sheets (8 sheets)
7. Drainage Plans and details (1 sheet)
8. Intersection paving details (4 sheets)
9. Traffic control plans (1 sheet)
10. Traffic signing and marking plans (4 sheets)
11. Storm Water Pollution Prevention Control Plan (4 sheets)
12. Cross sections
13. Detail sheets utilizing ADOT and/or MAG standard details (as needed)
14. Lighting plans and Landscape plans are excluded from this list

**Additional Construction Documents:** Sunrise Engineering will prepare the following additional documents in accordance with the Project Development Process Manual:

15. Summary of final earthwork quantities
16. Quantities and combined cost estimate
17. Special Provisions
18. Construction Schedule
19. Environmental permits
20. Summary of Environmental Mitigation Measures and Disposition
21. DBE Participation Goals
22. Bidding Schedule using ADOT's bid numbers

**Task 006 Drainage Report:** A drainage report will be prepared according to ADOT Project Development Process Manual. This report will assess the existing and future conditions affecting drainage area, flows patterns and flood levels.

**Task 007 Utility Coordination and Clearance Letters:** Gathering of type, size and location of existing utilities based on as-built and available information and transmittal of plans to utility companies for verification of facilities, identification of conflicts and prior rights information. Prepare a utility clearance document for the project per ADOT Project Development Process Manual.

**Task 008 Geotechnical Report, Pavement Design Summary, and Materials Design Report:** A geotechnical investigation will be completed to determine existing soils conditions and recommend a suitable pavement structural section. The scope of work for this task shall be in accordance with Terracon's proposal, Inc. dated November 3, 2011. Terracon shall work as a subconsultant to Sunrise Engineering for this project. This proposal is included as Attachment E. Reports will be prepared according to ADOT Project Development Process Manual.

The scope of work for the engineering services to be performed as part of this contract has been summarized in the attached man-hour estimate shown in Attachment B. **The scope of work in Phase 0001 will be provided on a lump sum basis.**

#### **PHASE 0002 – ALLOWANCES**

**Task 001 – Utility Potholing:** This task includes the potholing of existing utilities within the right-of-way that may be in conflict with the proposed shoulder paving. A total of 8 potholes are included in this task. The actual number of potholes performed will depend on the accuracy of utility company maps, the number of utilities within the proposed construction area and the potential conflicts anticipated.

**Task 002 – Post Design Services:** This task includes answering questions from contractors/vendors, prepare addenda, and respond to RFIs (Requests for Information) during the bidding & construction phases of the project.

**Task 003 - Reproduction:** Reproduction costs for plans, exhibits, reports, etc. will be billed as a reimbursable expense or on a Time and Materials basis depending on method of execution.

The scope of work for the engineering services to be performed as part of this contract has been summarized in the attached man-hour estimate shown in Attachment B. **The scope of work in Phase 0002 will be provided on a time and material not-to-exceed basis.**

**Scope of Work Conditions & Exclusions**

- A. Any item not specifically included is assumed to be excluded. A reasonable effort has been made to identify the necessary tasks required to complete the project. However, additional tasks may be required and/or requested by the client or reviewing agency(s). Such items will be brought to the client's attention and a contract amendment may be required.
- B. Time and Materials tasks will be performed in accordance with rates & fees shown in Attachment C.
- C. The City will provide information regarding future right turn pockets at intersections to be included in the plan set.
- D. This contract does not include services for 401/404 permits or a Controlling Design Criteria Report. If these services are required during the course of the project they can be provided with an amendment to the Contract.
- E. Utility design and plans are excluded and are not anticipated as being required.
- F. Structural designs for retaining walls are not included in the scope of work, nor are they anticipated to be necessary.
- G. Electrical plans are not included in the scope of work.
- H. Construction staking is excluded but can be provided by future contract amendment.
- I. Design of gas, electric, telephone or cable TV facilities or relocations are excluded.
- J. Streetlight, traffic signal or other electrical plans are excluded.
- K. Reproduction costs for plans, exhibits, reports, etc. will be billed as a reimbursable expense or on a Time and Materials basis depending on method of execution.

If this proposal meets with your approval, please sign below and return one copy to our office. We will invoice you monthly based on percent of the work complete. Payment is due thirty days from the date of invoice. We look forward to working with you.

Sincerely,  
SUNRISE ENGINEERING, INC.



Geoffrey S. Child, P.E.  
Principal/ Project Manager



**ATTACHMENT B**

**Fountain Hills Boulevard  
CMAQ - Shoulder Paving  
Fountain Hills, Arizona**

<b>SCOPE OF WORK</b>			<b>TOTAL COST</b>	<b>FEE TYPE</b>
<b>Based Contract</b>	<b>Phase</b>	<b>Task</b>		
Design Concept Report	0001	001	\$ 6,800	LUMP SUM
Environmental Determination Report	0001	002	\$ 15,100	LUMP SUM
Design Survey	0001	003	\$ 6,900	LUMP SUM
Right-of-Way Determination & Clearance Letter	0001	004	\$ 900	LUMP SUM
Plans & Specifications (Stage I, II, III, IV & Final)	0001	005	\$ 44,800	LUMP SUM
Drainage Report	0001	006	\$ 7,400	LUMP SUM
Utility Coordination & Clearance Letters	0001	007	\$ 2,800	LUMP SUM
Geotechnical, Pavement Design & Materials Memo	0001	008	\$ 13,000	LUMP SUM
		<b>Subtotal</b>	<b>\$ 97,700</b>	
<b>Allowances</b>				
Utility Potholing	0002	001	\$ 2,400	T&M NTE
Post Design Services	0002	002	\$ 4,500	T&M NTE
Reproduction Expenses	0002	003	\$ 300	T&M NTE
		<b>Subtotal</b>	<b>\$ 7,200</b>	

**Contract Total \$ 104,900**



**Man-hour Estimate  
Fountain Hills Blvd  
CMAQ - Shoulder Paving  
Fountain Hills, Arizona**

Phase	Task	Work Task Description	Principal Engineer	Engineer V	Engineer IV	Engineer (E.I.T.) II	CAD Technician III	Admin III	Registered Surveyor	Survey Crew Chief	Survey CAD Tech	Direct Costs	Mileage	(hours)	(\$)
<b>BASE CONTRACT</b>															
0001	001	Design Concept Report		8		40	24							72	\$6,840
	002	Environmental Determination Report										\$15,100		15100	\$15,100
	003	Design Survey							4	40	30			74	\$6,860
	004	Right of Way Determination & Clearance Letter							8					8	\$920
	005	Stage I Submittal	1	16		16	40	2						75	\$7,293
		Stage II Submittal	1	24		40	40	2						107	\$10,813
		Stage III Submittal	1	24		40	40	2						107	\$10,813
		Stage IV Submittal	2	24		40	40	2						108	\$10,988
		Final Submittal	2	16		8	16	2						44	\$4,908
	006	Drainage Report	2		24	40								66	\$7,390
	007	Utility Coordination & Clearance Letters				24		8						32	\$2,752
	008	Geotechnical, Pavement Design & Materials Memo										\$13,000		13000	\$13,000
<b>PROJECT ALLOWANCES</b>															
0002	001	Utility Potholing										\$2,400		2400	\$2,400
	002	Post Design Services		16			24	4						44	\$4,516
	003	Reproduction Expenses										\$300		300	\$300
Sub-total Hours/Mins/Days			9	128	24	248	224	22	12	40	30	30800	0	Check	\$104,893
Hourly Billing Rate			\$175.00	\$155.00	\$135.00	\$95.00	\$75.00	\$59.00	\$115.00	\$100.00	\$60.00				
Total Dollars			\$1,575	\$19,840	\$3,240	\$23,560	\$16,800	\$1,298	\$1,380	\$4,000	\$2,400	\$30,800	\$0	SUBTOTAL	\$104,893
<b>GRAND TOTAL</b>															<b>\$104,900</b>

**ATTACHMENT B**

**ATTACHMENT C**

**SUNRISE ENGINEERING, INC.**

**Arizona Offices  
2011 Fee Schedule**

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>		<u>CODE</u>	<u>CLASSIFICATION</u>	<u>RATE</u>	
101	Engineer (E.I.T.) I	\$85	<i>per hour</i>	051	Administrative I	\$40	<i>per hour</i>
102	Engineer (E.I.T.) II	\$95		052	Administrative II	\$49	
103	Engineer III	\$115		053	Administrative III	\$59	
104	Engineer IV	\$135		921	Survey Tech I	\$42	
105	Engineer V	\$155		922	Survey Tech II	\$45	
110	Principal Engineer	\$175		930	Survey CAD Tech	\$80	
711	Project Manager I	\$105		935	Survey Crew Chief	\$100	
712	Project Manager II	\$145		940	Survey Manager	\$105	
301	Engineering Tech I	\$69		945	Registered Surveyor	\$115	
302	Engineering Tech II	\$79		950	Principal Surveyor	\$135	
303	Engineering Tech III	\$95		MILE	Mileage	\$0.51	<i>per mile</i>
304	Engineering Tech IV	\$105					
401	CAD Technician I	\$59					
402	CAD Technician II	\$69					
403	CAD Technician III	\$75					
404	CAD Technician IV	\$79					



November 2, 2011

Mr. Greg Potter  
Sunrise Engineering  
2152 South Vineyard, Suite 123  
Mesa, Arizona 85210

**RE: Environmental Compliance Services – Fountain Hills Boulevard Shoulder Paving**

Mr. Potter:

Pursuant to your request, Del Sol Group (DSG) is pleased to provide you with a scope and cost estimate for environmental compliance services for the Fountain Hills Boulevard shoulder paving project in Fountain Hills, Arizona. It is our understanding that the Town of Fountain Hills proposes 6 feet of shoulder paving on both side of Fountain Hills Boulevard, between approximately East Segundo Drive and North Pinto Drive.

We have proposed completion of five tasks: 1) Environmental Resource Review; 2) Technical Reports; 3) Public Involvement/Scoping; 4) Draft Categorical Exclusion and 5) Final Categorical Exclusion. Task 1 will include project coordination and site visit, Task 2 includes completion of resource review reports for key resources (biological, cultural and hazardous materials) and geotechnical clearances, Task 3 includes scoping and public involvement, and Tasks 4 and 5 include Categorical Exclusion preparation. All documentation will follow current ADOT guidelines.

We appreciate this opportunity to work with Sunrise Engineering and hope you find our costs reasonable. Please call me at (480) 642-9845 if you need any additional information.

Sincerely,

*Noelle Sanders*

Noelle Sanders, Principal

## INTRODUCTION

### Project Understanding

The Town of Fountain Hills (Town) is anticipated to receive federal funding under the Congestion Mitigation and Air Quality Improvement Program (CMAQ) for shoulder paving of Fountain Hills Boulevard from approximately East Segundo Drive to North Pinto Drive. Prior to construction, compliance with Federal Highways Administration (FHWA) and Arizona Department of Transportation (ADOT), who administer federal funds, is required.

It is our understanding that ADOT requires a Project Assessment (PA) to be prepared for the project. For planning purposes in support of the PA, we have assumed a Categorical Exclusion (CE) will be completed for the project and information from the PA will be used to prepare the CE so that design beyond a 30% level can continue.

### Task 1: Environmental Resource Review \$1,500

Existing environmental information will be reviewed for key resources such as biological, cultural, and hazardous materials, and evaluated to determine any effects to each resource as a result of the proposed project. A kick-off meeting, site visit, and Project Data Sheet (PDS) will be completed under this task. Coordination with ADOT's Environmental Planner and technical specialists will occur during this task.

*Deliverables:* Project Data Sheet

*Schedule:* Within four weeks from kick-off meeting

### Task 2: Technical Reports \$4,000

Utilizing information collected under Task 1, DSG will prepare a Biological Review, Preliminary Initial Site Assessment (PISA), and Cultural Review for the project. Review of geotechnical plans and coordination with the Town, Sunrise Engineering, geotechnical consultant, and ADOT technical specialists will be completed so that approvals can be made, field work can be completed, and documents can be approved by ADOT staff. Please note that geotechnical testing cannot proceed without approvals from ADOT and if funded by the Town, is not necessary under this task.

*Deliverables:* Biological Review, PISA, Cultural Review and geotech clearance forms

*Schedule:* Within 4 weeks from completion of Task 1

### Task 3: Public Involvement/Scoping \$1,100

Under this task, DSG will work with the design team in conducting public involvement/scoping for the project. Participation in up to two (2) public meetings, as necessary, is included in this Task. DSG will develop a scoping mailing list and letter, which will be completed and provided to ADOT for approval and distribution. DSG will utilize ADOT's scoping guidance for adequate completion of this task. Coordination with the Town will be crucial in providing responses to commenter's concerns during the scoping process.

*Deliverables:* Mailing list and scoping letter

*Schedule:* Within 4-6 weeks from completion of Task 2

**Task 4: Draft Categorical Exclusion**

**\$6,000**

In accordance with ADOT's Local Government CE guidelines (February 2009), information collected under Tasks 1-3 will be evaluated and compared to determine any effects to the human environment as a result of the proposed project. Existing documentation will be summarized in the CE. Resources to be analyzed in the CE typically include:

- Natural Environment
  - Threatened and Endangered Species
  - Sensitive Species
  - Tribal Lands
  - Invasive Species
  - Wetland and Riparian Areas
  - 100-Year Floodplains
  - Section 404 and 401
  - Section 4(f) Resources
  - Visual Resources
  - Prime or Unique Farmlands
  - Wild and Scenic Rivers
  - Sole Source Aquifers
- Physical/Construction
  - Noise/Air Quality
  - Utilities
  - Hazardous Materials
- Arizona Pollutant Discharge Elimination System (AZPDES)
- Socioeconomic
  - Existing/Proposed Residential/Commercial Development and Displacement(s)
  - Temporary and Permanent Access
  - Neighborhood Continuity/Community Cohesion
  - Title VI/Environmental Justice
- Cultural Resources
  - Existing Archaeological/Historical Sites
  - Agency/State Historic Preservation Office Determination
- Public Involvement
  - Agency Coordination
  - Public Coordination
  - Public Meetings

*Deliverables:* Draft Categorical Exclusion

*Schedule:* Prior to submittal of Final PA to ADOT

**Task 5: Final CE**

**\$2,500**

Upon receipt of comments from ADOT, the draft CE will be revised, approved by all interested parties (Town of Fountain Hills), and submitted to ADOT for approval. Two hardcopies along with a Word document and PDF file will be submitted to the Town for their records.

*Deliverables:* Final Categorical Exclusion

*Schedule:* Final PA submittal to ADOT

**Total for All Five Tasks:**

**\$15,100**



November 3, 2011

Sunrise Engineering, Inc.  
2152 South Vineyard  
Suite 123  
Mesa, Arizona 85210

Attn: Greg Potter, PE

**Re: Proposal for Pavement Design Services  
Design & Construction of Shoulder Paving Design  
Fountain Hills Blvd. from El Segundo Drive to Pinto Drive  
Fountain Hills, Arizona  
ADOT Project No. \_\_\_\_\_  
Federal Project No. \_\_\_\_\_  
Terracon Proposal No. P65110461**

In response to your request, Terracon is pleased to submit this proposal for providing pavement subgrade study along with a pavement design summary and materials design report for this project. This proposal includes an outline of the project information provided to us, the proposed scope of services, our estimated fees, and the proposed schedule.

#### **A. PROJECT INFORMATION**

We understand the Town Fountain Hills is planning CMAQ shoulder improvements, to both north and southbound shoulders, along approximately 1.4 miles of Fountain Hills Boulevard between El Segundo Drive and Pinto Drive. The purpose of the field exploration will be to characterize subgrade soil type, and confirm the thickness of any asphalt concrete (AC) pavement within the project limits.

#### **B. PROPOSED SCOPE OF SERVICES**

Based on the requested services and information provided by Sunrise Engineering, Inc. (Sunrise), Terracon is proposing to complete engineering services with the following work:

- We propose to explore the subsurface conditions of the existing roadway shoulder with a total of eleven (11) borings and pavement cores spaced along the roadway. Existing AC pavement may be cored at up to three (3) locations where the AC and any base course thicknesses will be measured. All borings will be backfilled with spoils upon completion of the field exploration. The surface of each core will be patched with QPR polymer asphalt patch.

- Due to traffic safety concerns we plan on performing this work outside of rush hour between 9 am and 5 pm. We assume that traffic control will be limited to an attenuator (crash) truck and a variable message board.
- Prepare a geotechnical report, Materials Design Report (MDR), and Pavement Design Summary (PDS) in accordance with generally accepted ADOT practice.

**C. SCHEDULE**

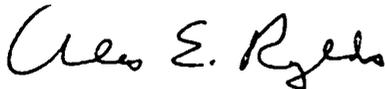
It is anticipated that the field work for this project could commence within two (2) weeks of being provided any necessary environmental clearance and your authorization to proceed. We expect to complete the field work in one full working day. We anticipate the initial reports can be provided to you within five (5) weeks of project authorization.

**D. COMPENSATION**

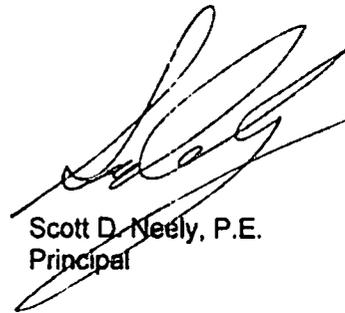
The estimated cost for our scope of services described in Section B is \$12,931.00. We have proposed unit rates previously approved by ADOT under ECS Contract 09-27.04. The attached table includes the estimated levels of effort and the total estimated fee for the project.

If you have any questions please call me.

Sincerely,  
**Terracon**



Charles E. Reynolds  
Principal



Scott D. Neely, P.E.  
Principal

n:\2011\Proposal Documents P65110461 Sunrise Fountain Hills Blvd from El Segundo Drive to Pinto Drive prp.doc

Copies to: Addressee (1 via e-mail)



Federal ID No.: Pending  
 TRACS No: Unknown  
 Task Name: Fountain Hills - El Segundo Drive to Pinto Drive

	No. Sheets	Principal/ Principal Engineer	Senior Project Engineer	Project Manager	Project Engineer	Staff Engineer	Drafting Technician	Secretarial	Total
<b><u>Mobilization/ Demobilization</u></b>									
Travel, Site Layout	-	-	-	-	-	5	-	-	5
SWPP Preparation/ Coordination	-	-	-	-	-	-	-	-	0
<b><u>Mobilization/ Demobilization Total</u></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>0</b>	<b>5</b>
<b><u>Utility Coordination, Permitting and Right of Entry Coordination</u></b>									
Investigation & Access Plan	-	-	-	-	2	-	2	-	4
Right of Way Permit	-	-	-	-	1	-	-	-	1
Environmental Clearance Coordination	-	-	-	-	1	-	-	-	1
Right of Entry Coordination	-	-	-	-	1	-	-	-	1
Bluestake Clearance Coordination	-	-	-	-	-	-	-	-	0
Miscellaneous Permits (Forest Service, Native American, Local Government, Flood Control, etc.)	-	-	-	-	-	-	-	-	0
<b><u>Utility Coordination, Permitting and Right of Entry Coordination Total</u></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>7</b>
<b><u>Field Study</u></b>									
Site Reconnaissance to Review Existing Pavements	-	-	-	-	-	2	-	-	2
Boring/ Coring Sampling & Logging	-	-	-	-	-	8	-	-	8
Test Pit Sampling & Logging	-	-	-	-	-	-	-	-	0
<b><u>Field Study Total</u></b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>10</b>
<b><u>Project Management, Meetings, &amp; Scheduling</u></b>									
Project & Miscellaneous Management	-	-	-	3	-	-	-	-	3
Monthly Progress Meetings	-	-	-	-	-	-	-	-	0
Coordinate Field Study	-	-	-	-	2	-	-	-	2
Miscellaneous Design Meetings	-	-	2	-	-	-	-	-	2
<b><u>Project Management, Meetings, Scheduling, &amp; Site Visits Total</u></b>	<b>0</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>
<b><u>Design &amp; Reporting</u></b>									
Initial & Final Geotechnical Design & Report	-	-	10	-	-	-	2	-	12
Prepare Initial & Final Materials Design Report	-	-	20	-	-	-	4	-	24
Prepare Initial & Final Pavement Design Summary	-	-	15	-	-	-	-	-	15
QC/ QA Review	2	-	-	-	-	-	-	-	2
<b><u>Design &amp; Reporting Total</u></b>	<b>2</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>53</b>
<b><u>Grand Total</u></b>	<b>2</b>	<b>47</b>	<b>3</b>	<b>7</b>	<b>15</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>82</b>



**FOUNTAIN HILLS - EL SEGUNDO DRIVE TO PINTO DRIVE  
DERIVATION OF COST PROPOSAL  
SUMMARY  
TRACS No.: Unknown**

**ESTIMATED DIRECT LABOR:**

Classification	Estimated Man-hours	Commercial Hourly Rate	Cost
Principal/ Principal Engineer	2	\$140.00	\$280
Senior Project Engineer	47	\$125.00	\$5,875
Project Manager	3	\$115.00	\$345
Project Engineer	7	\$90.00	\$630
Staff Engineer	15	\$75.00	\$1,125
Drafting Technician	8	\$65.00	\$520
Secretarial	0	\$45.00	\$0
			-----
Total Estimated Labor	82		\$8,775

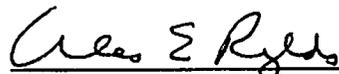
**INDIRECT COSTS:**

Included in Commercial Rate

**ESTIMATED DIRECT EXPENSES:**

Mileage -- (120 miles at \$0.445 per mile)	\$53
Site Visits -- (2 roundtrip(s) at 60 miles each)	
Meetings & Research -- (0 roundtrip(s) at 0 miles each)	
Lab Testing (See attached derivation)	\$1,849
	-----
Total Estimated Direct Expenses	\$1,902
Subconsultant Costs (See attached derivation)	
Soil Borings (CME-55 or equiv.) [EDI]	\$1,350
Maintenance and Protection of Traffic -- [Trafficade]	\$610
Mark-up on Subconsultants @ 15%	\$294
	-----
Total Estimated Outside Services	\$2,254
	-----

**TOTAL NOT TO EXCEED**      **\$12,931**

  
\_\_\_\_\_  
Charles E. Reynolds, G.I.T. / Principal

11/2/2011  
Date

Federal ID No.: Pending  
 TRACS No.: Unknown  
 Task Name: Fountain Hills - El Segundo Drive to Pinto Drive



4685 South Ash Avenue, Suite H-4  
 Tempe, Arizona 85282  
 480-897-8200 Fax:480-897-1133

Lab Testing

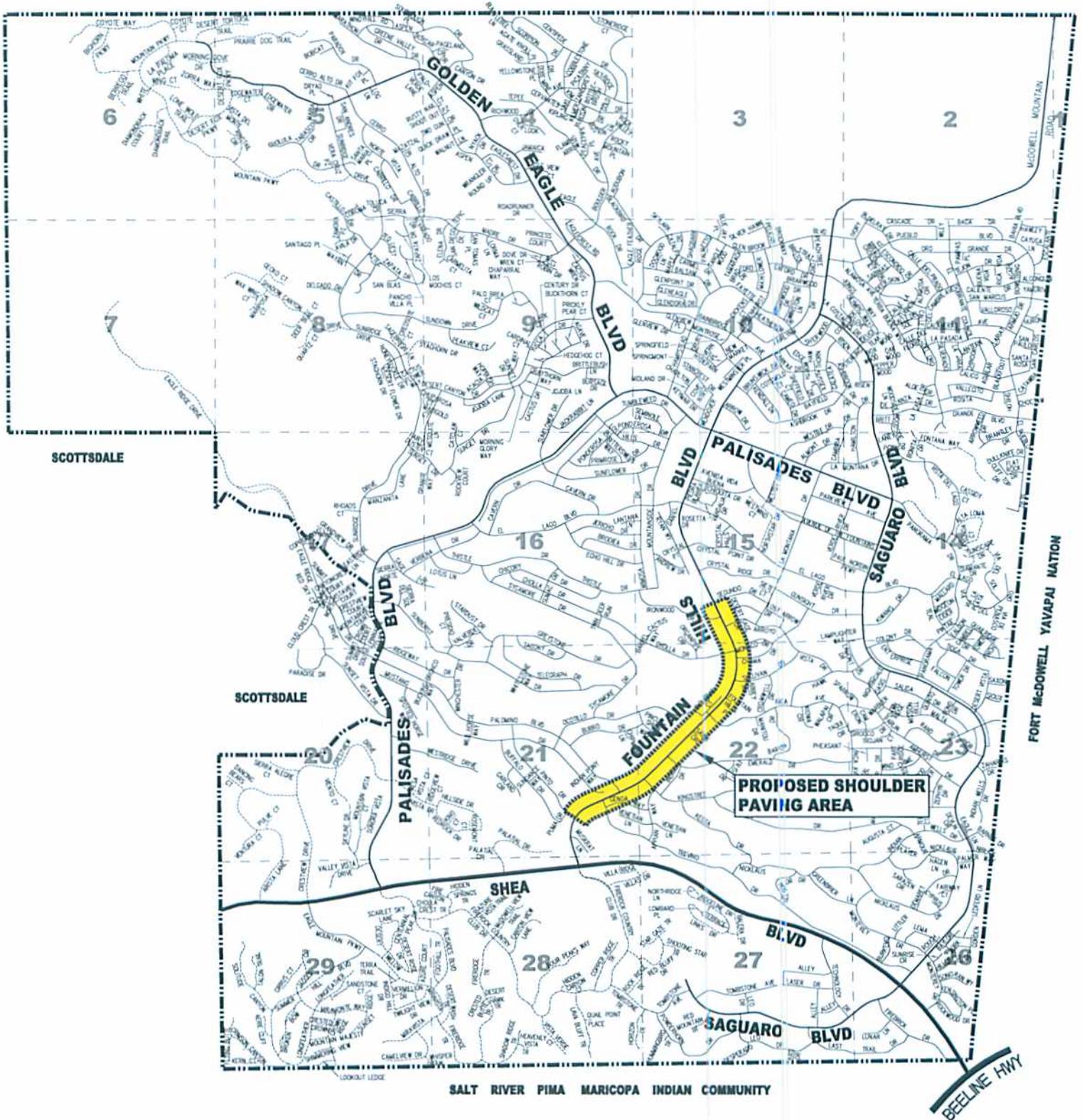
TEST	ASTM DESIGNATION	PROPOSED UNITS	UNIT RATE	TOTAL PROJECT
Water Content	T 265	0	\$10.00	\$0.00
Grain Size Analysis	ARIZ 201 or 248	6	\$70.00	\$420.00
Hydrometer Analysis	T 88		\$110.00	\$0.00
Dry Unit Weight	Measured Vol.	12	\$10.00	\$120.00
Atterberg Limits	T 88, T 90	6	\$65.00	\$390.00
Direct Shear Test (3-point)	ARIZ 249	0	\$250.00	\$0.00
Unconfined Compressive Strength-Soil	T 208		\$70.00	\$0.00
Unconfined Compressive Strength-Intact Rock Co	D 7012		\$70.00	\$0.00
"R" value of Compacted Soil	T 190	3	\$233.00	\$699.00
	ARIZ 225, 226,			
Moisture-Density Relationships (Proctor)	227, & 245	2	\$110.00	\$220.00
Determination of pH and Resistivity of Soil	ARIZ 236	0	\$83.00	\$0.00
Sulfate Content of Soil	ARIZ 733			\$0.00
Chloride Content of Soil	ARIZ 736			\$0.00
Determination of pH & Soluble Salts of Soil	ARIZ 237	0	\$30.00	\$0.00
In-place Density by Sand Cone Test	ARIZ 230	0	\$30.00	\$0.00
In-Place Density by Nuclear Gauge	ARIZ 235	0	\$18.00	\$0.00
	<b>TOTAL COSTS FOR LAB TESTING</b>			<b>\$1,849.00</b>

Subcontractor Costs

Soil Borings (CME-55 or equiv.) [EDI]				
Mobilization/ Demobilization		2	\$135.00 /s	\$270.00
2 Man Crew, Operator & Helper		8	\$135.00 /hr	\$1,080.00
Maintenance and Protection of Traffic -- [Trafficade]				
Traffic Control- attenuator truck		1	\$550.00 /day	\$550.00
Traffic Control Rental (4 Stands)		0	\$8.00 /day	\$0.00
Sandbags		0	\$1.00 /ea	\$0.00
Flags w/ Dowel		0	\$3.00 /ea	\$0.00
Traffic Control Plan		1	\$60.00 /ea	\$60.00
<b>TOTAL FOR SUBCONTRACTORS COSTS</b>				<b>\$1,960.00</b>

# VICINITY MAP

MC DOWELL MOUNTAIN PARK



SCOTTSDALE

SCOTTSDALE

SALT RIVER PIMA MARICOPA INDIAN COMMUNITY

FORT MCDOWELL YAVAPAI NATION

BEELINE HWY



# TOWN OF FOUNTAIN HILLS, ARIZONA

DEVELOPMENT SERVICES DEPARTMENT

## FOUNTAIN HILLS BLVD PAVED SHOULDERS - AERIAL PHOTO



 PROPOSED PAVED SHOULDERS

MAP DATE: 1-10-2012  
AERIAL PHOTO: 2008

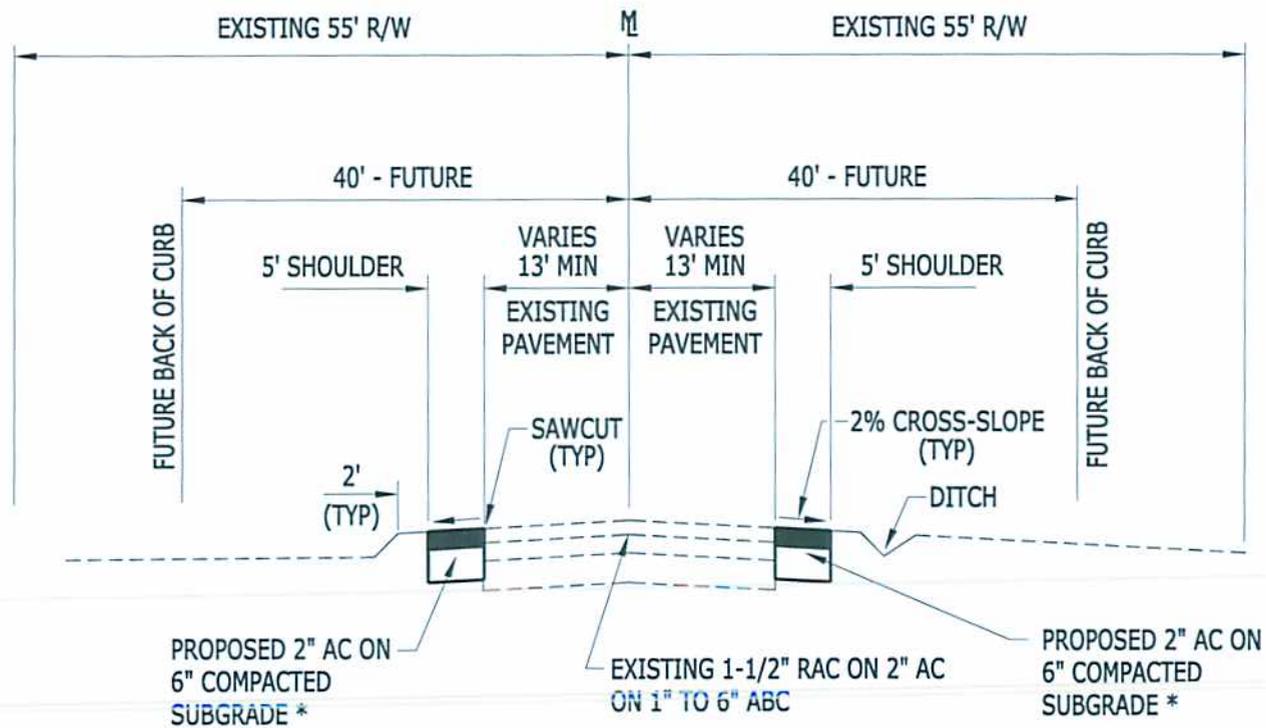
0 500' 1000'  
SCALE OF FEET



# TOWN OF FOUNTAIN HILLS, ARIZONA

DEVELOPMENT SERVICES DEPARTMENT

## PROPOSED TYPICAL SECTION



\* NOTE: AT FUTURE TURN POCKET WIDENING AREAS,  
3 1/2" AC ON 6" ABC ON 6" COMPACTED SUBGRADE.  
(CROSS-SLOPE-MATCH EXISTING PAVEMENT)

### FOUNTAIN HILLS BLVD SIDEWALK - PROPOSED TYPICAL SECTION PINTO DRIVE - SEGUNDO DRIVE



# TOWN OF FOUNTAIN HILLS, ARIZONA

DEVELOPMENT SERVICES DEPARTMENT



**FOUNTAIN HILLS BLVD (LOOKING SOUTH AT CHOLLA)**



**FOUNTAIN HILLS BLVD (LOOKING SOUTH AT CEREUS WASH)**