

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of March 6, 2014, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Kimley-Horn and Associates, Inc., a North Carolina corporation (the "Consultant").

RECITALS

A. The Town issued a Request for Qualifications, DS2014-105 "Saguaro Blvd. Reconstruction" (the "RFQ"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications (the "SOQ") in response to the RFQ, attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for the design, bid and construction management services for the Saguaro Blvd. Reconstruction (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 June 30, 2017, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

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

3. Compensation. The Town shall pay Consultant an amount not to exceed \$426,659.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. The contract number must be referenced on all invoices.

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

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

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 customary professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify 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") to the extent that such Claims (or actions in respect thereof) are caused by or based upon the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

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

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

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be

applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, 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 with respect to performance of the Agreement.

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

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

#### 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.

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

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of 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 and 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. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the Services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. 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 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.

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

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

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

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

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

13.13 Offset.

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.

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

If to the Town:           Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268  
Attn: Kenneth W. Buchanan, Town Manager

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

If to Consultant:           Kimley-Horn and Associates, Inc.  
7740 North 16th Street, Suite #300  
Phoenix, Arizona 85020-4467  
Attn: John Kissinger, 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 or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its 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 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to

comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under 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.

13.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein.

13.19 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.

13.20 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON 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

Kenneth W. Buchanan  
Kenneth W. Buchanan, Town Manager

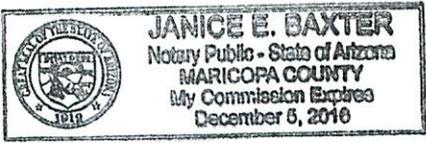
ATTEST:

Bevelyn J. Bender  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on March 10, 2014,  
by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an  
Arizona municipal corporation, on behalf of the Town of Fountain Hills.



(affix notary seal here)

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.

[SOQ]

See following pages.



STATEMENT OF QUALIFICATIONS

# *Saguaro Boulevard*

RECONSTRUCTION DESIGN SERVICES

Prepared for  
TOWN OF FOUNTAIN HILLS

January 8, 2014 ♦ Prepared by



Kimley-Horn  
and Associates, Inc.

SOLICITATION NUMBER: DS2014-105



# STATEMENT OF QUALIFICATIONS *Saguaro Boulevard*

**RECONSTRUCTION  
DESIGN SERVICES**



## *Section 1: General Information*

January 8, 2014

Town Clerk  
Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, AZ 85268

7740 N. 16th Street, Suite 300  
Phoenix, AZ 85020  
P: (602) 944-5500  
F: (602) 944-7423  
[www.kimley-horn.com](http://www.kimley-horn.com)

### » RE: STATEMENT OF QUALIFICATIONS FOR SAGUARO BOULEVARD RECONSTRUCTION DESIGN SERVICES

Dear Members of the Selection Committee:

**Kimley-Horn and Associates, Inc. (Kimley-Horn)** has the qualified and experienced staff and available resources to effectively provide design services to the Town of Fountain Hills (Town) on the Saguaro Boulevard Reconstruction Project. We look forward to the opportunity to assist you with your project needs.

Kimley-Horn brings you the perspective and experience needed to achieve your goals for a successful project—we have designed numerous projects with similar issues, concerns, and opportunities.

Kimley-Horn has teamed with specialty subconsultants who have the relevant experience and have committed the necessary staff to quickly and efficiently complete this project — Campbell Collaborative (landscape), RAMM (geotechnical), MakPro Services (public relations), and WHPacific (survey).

As you review our qualifications, please consider the following benefits the Kimley-Horn Team brings to the Town:

**Direct experience within the project limits.** Our Project Manager, Chris Woolery, P.E., was responsible for the preliminary engineering intersection alternative analysis for the Saguaro Boulevard/Avenue of the Fountains Intersection. Campbell Collaborative completed the landscape design for the Avenue of the Fountains Median improve-

ments, and RAMM was responsible for the Saguaro Boulevard Pavement Evaluation. **This project-specific experience means there will be no learning curve with the Kimley-Horn Team—we already have the necessary project-specific information that will expedite the scoping for final design.**

**A complete understanding of the project issues.** **Kimley-Horn has been meeting with Town staff concerning this project since June 2012.** We met with many key stakeholders including the Avenue of the Fountains design team, Flood Control District of Maricopa County, Fountain Hills Sanitary District, and business owners. We have received extensive input on the project issues that we will use in our design.

**Client-based project management.** Chris Woolery has a thorough understanding of these types of roadway reconstruction projects having managed over 40 arterial street projects. Chris will provide the outstanding service and attention to detail that the Town needs to make this project a success. He will personally oversee this project and will be the Town's primary point of contact.

**Solutions that will benefit the Town.** We have identified major project issues, developed solutions, and identified cost-savings opportunities, which are presented in this Statement of Qualifications (SOQ).

**We are available and excited to produce a quality project that exceeds the Town's expectations.** Our staff resources and current/projected workload enables us to provide the Town with immediate and sufficient resources to meet your project's schedule. We commit that our Team will be responsive, develop quality solutions, and provide outstanding service to ensure this project's success.

Thank you for considering our qualifications for the Saguaro Boulevard Reconstruction Project. If you have any questions about the information presented in our SOQ, please contact Chris at (602) 216-1224, by email at [chris.woolery@kimley-horn.com](mailto:chris.woolery@kimley-horn.com), or by mail at 7740 N. 16th Street, Suite 300, Phoenix, AZ 85020.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

Chris C. Woolery, P.E.,  
Project Manager

John Kissinger, P.E., PTOE,  
Project Principal



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

RECONSTRUCTION  
DESIGN SERVICES



## LEGAL ORGANIZATION

Kimley-Horn and Associates, Inc. (Kimley-Horn) is incorporated in North Carolina and our legal address is 3001 Weston Parkway, Cary, N.C. 27513. Kimley-Horn is wholly owned by Associates Group Services, Inc. which is wholly owned by APHC, Inc. APHC, Inc. is owned by individual Kimley-Horn employees. No one individual has more than 7% ownership. The following are pertinent identification numbers (ID):

- ▶ Federal Tax ID No.: 56-0885615
- ▶ Arizona State Transaction Privilege No.: 07469558
- ▶ Arizona Board of Technical Registration No.: 10272-3

Should you have any questions regarding this SOQ, please contact Chris Woolery at (602) 216-1224 or 7740 N. 16th Street, Suite 300, Phoenix, AZ 85020.

## PRINCIPAL/LOCAL OFFICE LOCATION

Kimley-Horn's regional principal office is located at 7740 N. 16th Street, Suite 300, in Phoenix. All work will be performed from this local office.

## FIRM DESCRIPTION

Kimley-Horn is one of the most respected full-service engineering consulting firms in the nation. For over 25 years, Kimley-Horn has provided innovative and cost-saving solutions to municipal clients throughout the Valley. With more than 1,900 employees in over 60 offices nationwide and over 150 employees in our Phoenix Office, we can draw from a large pool of resources to respond to your specific needs. Kimley-Horn provides professional services in transportation, drainage, structures, traffic, utilities, land development, landscape architecture, environmental, and aviation.

## TERMINATED CONTRACTS

Kimley-Horn has not had any contract terminated for cause in Arizona within the last five years.

## CLAIMS

Kimley-Horn has no claims arising from a contract that resulted in litigation or arbitration in Arizona within the last five years.

## VENDOR INFORMATION FORM

The Vendor Information Form is included in Appendix A.

## Section 2: Experience and Qualifications

The following four projects demonstrate Kimley-Horn's past performance on similar projects. These four projects were specifically selected for this Saguaro Boulevard Reconstruction Project because:

*Our proposed Project Manager, Chris Woolery, served as project manager for three of the four projects and was the roadway lead for the other project (University Drive).*

*Our proposed project team worked together on each of these projects.*

*These projects involved the specific services you require including roadway reconstruction, drainage structures, traffic signals, construction document preparation, bid phase services, and engineering services during construction.*

*These projects required significant coordination with City Councils and the public.*

*These projects met or exceeded an aggressive schedule and budget.*

## CHANDLER BOULEVARD/ALMA SCHOOL ROAD INTERSECTION, CHANDLER, AZ



Kimley-Horn is finalizing design services to improve capacity at one of Chandler's busiest intersections by widening to three travel lanes and a bicycle lane in each direction with dedicated right-turn lanes, dual left-turn

lanes, and bus pullouts. Our design responsibilities include roadway, drainage, traffic signals, signing/pavement marking, ITS, landscaping, utility coordination, right-of-way documents, and significant stakeholder coordination.

### Key Project Similarities:

- ◆ **Roadway Reconstruction:** One mile of full pavement replacement; curb/gutter reconstruction; and Americans with Disabilities Act (ADA) compliance upgrades
- ◆ **Drainage Structures:** New intersection storm drain systems; catch basin facilities; and retention basin modifications
- ◆ **Traffic Signals:** New traffic signal poles; controllers; cabinets; and video detection
- ◆ **Construction Document Preparation:** Development of construction plans, specifications, and estimates (PS&E)
- ◆ **Bid Phase Services:** Assist with pre-bid meeting and addressing contractor questions
- ◆ **Construction Phase Services:** Construction administration; request for information (RFIs); shop drawing review; and as-builts
- ◆ **Other Similarities:** Maintenance of traffic; landscape restoration; and public outreach

**Key Staff:** Chris Woolery – Project Manager, John Kissinger – Traffic, Robert Lyons – Utilities, Bob Eichinger – Drainage, Russ Karr – Quality Control (QC)

**Client Reference:** Paul Young, City of Chandler, (480) 782-3429



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

## RECONSTRUCTION DESIGN SERVICES



### ➤ RITTENHOUSE ROAD, SOSSAMAN ROAD TO ELLSWORTH LOOP ROAD, QUEEN CREEK, AZ



Kimley-Horn is finalizing design services for improvements to Rittenhouse Road from Sos-saman Road to Ellsworth Loop Road. **This project included developing a detailed construction phasing and detour**

**plan to maintain two-way traffic at all times while also providing access to adjacent residential properties.** Kimley-Horn reconstructed an existing two-lane rural roadway to a five-lane urban section and was responsible for roadway, drainage, traffic, and landscape design; coordination of utility relocations; traffic control; and public involvement.

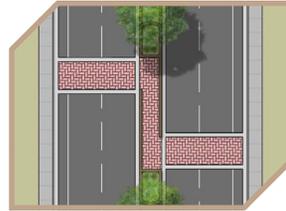
#### Key Project Similarities

- ◆ **Roadway Reconstruction:** 1-1/2 miles of full pavement reconstruction; curb/gutter replacement; and ADA compliance upgrades
- ◆ **Drainage Structures:** New intersection storm drain systems; catch basin facilities; and retention basins
- ◆ **Traffic Signals:** New traffic signal design at the Rittenhouse Road/Hawes Road intersection
- ◆ **Construction Document Preparation:** Development of PS&E
- ◆ **Bid Phase Services:** Assist with pre-bid meeting and addressing contractor questions
- ◆ **Construction Phase Services:** Responsible for RFIs; shop drawing review; and as-builts
- ◆ **Other Similarities:** Construction phasing/detour plan; landscape restoration; and significant public outreach

**Key Staff:** Chris Woolery – Project Manager, John Kissinger – Traffic, Robert Lyons – Utilities, Russ Karr – QC, Teresa Makinen – Public Involvement

**Client Reference:** Tom Narva, Town of Queen Creek, (480) 358-3137

### ➤ UNIVERSITY DRIVE, PRIEST DRIVE TO ASH AVENUE, TEMPE, AZ



Kimley-Horn recently completed the design of the University Drive Bicycle and Pedestrian Improvements from Priest Drive to Ash Avenue. **This project will improve the multimodal qualities of**

**the street by providing improved access for all users, accommodating ADA needs, creating a safer refuge for pedestrians, and improving bicycle/pedestrian facilities and safety.** In addition, the project will enhance the streetscape, construct raised medians, and provide mid-block crossing opportunities for pedestrians.

#### Key Project Similarities

- ◆ **Roadway Reconstruction:** Coordinated pavement rehabilitation; curb/gutter replacement; and ADA compliance upgrades
- ◆ **Drainage Structures:** Reviewed impacts to existing storm drain and catch basin facilities
- ◆ **Traffic Signals:** New traffic signal design at two intersections along University Drive
- ◆ **Construction Document Preparation:** Development of PS&E
- ◆ **Bid Phase Services:** Assist with pre-bid meeting and addressing contractor questions
- ◆ **Construction Phase Services:** Responsible for RFIs; shop drawing review; and as-builts
- ◆ **Other Similarities:** Landscape restoration and significant public outreach including adjacent businesses

**Key Staff:** Chris Woolery – Roadway, John Kissinger – Traffic, Robert Lyons – Utilities

**Client Reference:** Eric Iverson, City of Tempe, (480) 350-8810

### ➤ 56TH STREET, DEER VALLEY ROAD TO PINNACLE PEAK ROAD, PHOENIX, AZ



This project will construct 56th Street from Deer Valley Road to Pinnacle Peak Road for the City of Phoenix. Kimley-Horn was responsible for preliminary design of the ultimate 56th

Street improvements which consists of two travel lanes and a bike lane in each direction separated by a raised center median. For final design, Kimley-Horn is preparing final construction documents for the interim 56th Street improvements consisting of the west half of the ultimate 56th Street improvements. Our responsibilities include pavement design, new storm drain systems, private utility coordination, coordination of adjacent developer improvements, and public involvement.

#### Key Project Similarities

- ◆ **Roadway Reconstruction:** 1-1/2 miles of new pavement; curb/gutter; and ADA improvements
- ◆ **Drainage Structures:** New storm drain systems and catch basin facilities
- ◆ **Traffic Signals:** Coordination of a new traffic signal at the 56th Street/Pinnacle Peak Road intersection
- ◆ **Construction Document Preparation:** Development of PS&E
- ◆ **Bid Phase Services:** Assist with pre-bid meeting and addressing contractor questions
- ◆ **Construction Phase Services:** Responsible for RFIs; shop drawing review; and as-builts
- ◆ **Other Similarities:** Landscape improvements and public outreach/coordination

**Key Staff:** Chris Woolery – Project Manager, Robert Lyons – Utilities, Bob Eichinger – Drainage, Russ Karr – QC, Ken Ricker – Geotech

**Client Reference:** Hugh Alter, City of Phoenix, (602) 534-7052



# STATEMENT OF QUALIFICATIONS *Saguaro Boulevard* RECONSTRUCTION DESIGN SERVICES

## Section 3: Key Positions

The Kimley-Horn Team has been structured to provide the Town with professional staff that has relevant arterial street improvement experience on projects similar to the Saguaro Boulevard Reconstruction Project. The following team/staff descriptions elaborate on the roles, responsibilities, qualifications, and applicable experience of our key personnel committed to this project.



### Project Manager/Roadway Lead *Chris Woolery, P.E.*

◆ Years of Experience: 20

**Relevant Experience:** Chris' relevant experience includes managing the Saguaro Boulevard/Avenue of the Fountains Intersection Alternative Analysis in September 2011. That project included the recommended Modified Three-Way Stop Controlled intersection planned for this Saguaro Boulevard Reconstruction Project. Chris has managed numerous major arterial street reconstruction projects with similar proposed improvements as your Saguaro Boulevard Reconstruction Project such as Chandler Boulevard/Alma School Road (see Page 2), Rittenhouse Road from Sossaman Road to Ellsworth Loop Road (Page 3) and 56th Street from Deer Valley Road to Pinnacle Peak Road (Page 3).

**Responsibility:** Chris will serve as Kimley-Horn's Project Manager and Roadway Lead. He will oversee the development of final construction documents and ensure compliance with the goals and objectives of the Town. Chris will be the primary point of contact and responsible for monitoring the schedule and budget along with ensuring that all work meets our quality standards. He will see that the Town's staff is always informed of the project status and any new issues as they arise. Chris will take an active role in coordinating key public interest issues such as interfacing with property owners and the public.

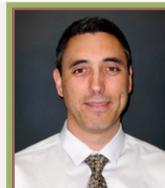


### Project Principal/Traffic Lead *John Kissinger, P.E., PTOE*

◆ Years of Experience: 26

**Relevant Experience:** John is our Transportation System Group Manager and has been responsible for a full range of traffic engineering services including traffic signal design and operations, Intelligent Transportation Systems (ITS), communication, lighting, signing/pavement marking, and traffic control. **He has worked closely with the Town's Traffic Signal Technician, Jim Michalak, over the years on traffic signal operations issues.** John is currently serving as Traffic Lead on Chandler Boulevard/Alma School Road (see Page 2) and Rittenhouse Road from Sossaman Road to Ellsworth Loop Road (Page 3), which includes traffic signal design, lighting, and signing/pavement marking.

**Responsibility:** John will serve dual roles as Project Principal and Traffic Lead. As Project Principal, he will be responsible for personnel allocation and overall project development. As Traffic Lead, he will oversee the traffic signal, signing/pavement marking, and traffic control design.



### Project Engineer/Utility Coordination *Robert Lyons, P.E.*

◆ Years of Experience: 16

**Relevant Experience:** Robert is our Utilities Manager and has been responsible for utility and roadway coordination and design for numerous major arterial street reconstruction projects. **Robert has served in a similar capacity as Project Engineer/Utility Coordinator on several major street improvement projects with similar design and coordination issues as this Saguaro Boulevard Reconstruction Project.** Robert is currently serving as Project Engineer/Utility Coordinator on Chandler Boulevard/Alma School Road (see Page 2) and Rittenhouse Road from Sossaman Road to Ellsworth Loop Road (Page 3).

**Responsibility:** Robert will assist Chris with the day-to-day design and coordination tasks, including the development of the final design construction documents. He will also be responsible for utility coordination.



### Drainage Lead *Bob Eichinger, P.E., CFM*

◆ Years of Experience: 28

**Relevant Experience:** Bob has extensive experience in the areas of hydrology/hydraulics analysis, storm drain systems, retention/detention basins, open channels, and hydraulic structures. **He has been responsible for numerous major Flood Control District of Maricopa County (FCDMC) projects and has well-established relationships with FCDMC staff that can be utilized to assist with the coordination of FCDMC's Ashbrook Improvements.** Bob is overseeing the drainage design of Chandler Boulevard/Alma School Road (see Page 2) and 56th Street from Deer Valley Road to Pinnacle Peak Road (Page 3).

**Responsibility:** Bob will be responsible for drainage design, specifically at the Saguaro Boulevard/Palisades Boulevard intersection and along the Desert Canyon Golf Club.



### QA/QC *Russ Karr, P.E.*

◆ Years of Experience: 21

**Relevant Experience:** Russ has been responsible for numerous roadway reconstruction design projects over his 21 year career. Russ' extensive and local roadway design background allows him to provide thorough QC reviews ensuring our designs are efficient, yet comprehensive, and incorporate cost- and schedule-saving concepts.

**Responsibility:** Russ will lead the QA/QC process.

## Team Organization



TOWN OF FOUNTAIN HILLS  
PROJECT MANAGER  
Paul Mood, P.E.

PROJECT PRINCIPAL  
John Kissinger, P.E., PTOE

PROJECT MANAGER  
Chris Woolery, P.E.

QA/QC  
Russ Karr, P.E.

PROJECT ENGINEER  
Robert Lyons, P.E.

### STAKEHOLDERS

- » Fountain Hills Citizens and Traveling Public
- » Town Mayor, Council and Staff
- » Adjacent Businesses/Residents
- » Neighborhood Property Owner's Association
- » FCDMC
- » Fountain Hills Sanitation District
- » Chaparral Water (EPCOR)
- » Other Utility Companies

<u>ROADWAY</u> Chris Woolery, P.E.	<u>DRAINAGE</u> Bob Eichinger, P.E., CFM	<u>TRAFFIC</u> John Kissinger, P.E., PTOE
<u>UTILITY COORDINATION</u> Robert Lyons, P.E.	<u>PUBLIC INVOLVEMENT</u> Teresa Makinen <sup>1</sup>	<u>LANDSCAPE ARCHITECTURE</u> Don Campbell, RLA <sup>2</sup>
<u>SURVEY</u> Clayton Howard, RLS <sup>3</sup>	<u>GEOTECHNICAL</u> Ken Ricker P.E. <sup>4</sup>	

### SUBCONSULTANTS

1. MakPro
2. Campbell Collaborative
3. WH Pacific
4. RAMM

### OTHER SUPPORT SERVICES

- » Website/Graphic Design
- » Utility Designating/Potholing (RT Underground)
- » Value Engineering
- » Audio/Visual Displays
- » Post Design Services
- » Environmental Compliance
- » Construction Management

## SUBCONSULTANTS

Kimley-Horn has selected an outstanding team of subconsultants to assist us with the design and coordination. Our detailed plan for subconsultant supervision is provided in Section 4 on page 5.



### » MAKPRO – PUBLIC INFORMATION

Led by Teresa Makinen, MakPro is a certified Small Business Enterprise (SBE)/Women's Business Enterprise (WBE)/Disadvantaged Business Enterprise (DBE), which specializes in public involvement and outreach for design and construction projects. She has successfully performed these services for Town staff including numerous transportation projects for Paul Mood. Teresa will assist with public information services including communicating with adjacent property owners and businesses that will be impacted by the proposed improvements.



### » CAMPBELL COLLABORATIVE – LANDSCAPE ARCHITECTURE

Campbell Collaborative has been providing full service landscape architecture services locally within the Phoenix Metro area since 1983. Don Campbell will serve as our landscape architect for this project. **Don is currently serving the Town in the same capacity for the Avenue of the Fountains Median Improvements. Don will bring important continuity to ensure the remaining Avenue of the Fountains improvements at the Saguaro Boulevard intersection are consistent with the landscape**

**theme from the Avenue of the Fountains Median Improvements.** Specifically, Don has already developed a Town Council-approved concept for replacing the fountain at the Saguaro Boulevard/Avenue of the Fountain intersection.



### » WHPACIFIC – SURVEY

WHPacific is a minority owned and operated business serving the Phoenix Metro area since 1988. WHPacific will be responsible for all topographic survey as well as the preparation of land acquisition documents as part of potential temporary construction easements. Clayton Howard, RLS has over 16 years' experience and will lead the survey effort. His diverse experience includes conventional ground survey, aerial mapping and mobile LiDAR.



### » RAMM – GEOTECH

RAMM is a full-service geotechnical engineering and construction materials testing firm that has been serving the state of Arizona since 1994. Ken Ricker is President and a Senior Geotechnical Engineer at RAMM. **He was responsible for the pavement evaluation for Saguaro Boulevard performed in July 2012 that includes the proposed full reconstruction pavement structural section recommendations.** His knowledge of the project area and relationships with Town staff will ensure the successful completion of geotechnical services for this project.



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

RECONSTRUCTION  
DESIGN SERVICES



## Section 4: Project Understanding and Approach

On November 5, 2013 the citizens of the Town of Fountain Hills voted by a large margin to approve the road bond to reconstruct Saguaro Boulevard. As one of the main thoroughfares into the Town, Saguaro Boulevard sees significant traffic and is an important connector to the Town's downtown area and Fountain Park. The pavement is at the end of its service life and the significant drainage problems have made this roadway the primary focus of the road bond. Significant planning and coordination among Town leaders, citizen committees, Town staff, and the public have led to the passage of the \$8.2 million road bond. The Kimley-Horn Team members worked with Town staff over the past three years providing valuable information such as the pavement recommendations, Saguaro Boulevard/ Avenue of the Fountains intersection analysis and the Avenue of the Fountains east end plaza design.

### APPROACH TO PLANNING

Kimley-Horn uses a proactive planning approach to mitigate potential issues throughout the design. The planning phase of a project starts even before notice-to-proceed; it starts prior to and during the RSOQ phase. The Kimley-Horn Team has already:

- ▶ Discussed the project over the past two years with Town staff including Paul Mood, Randy Harrel, Ken Kurth, and Jim Michalak.
- ▶ Walked all project segments to gain a full understanding of the project constraints.
- ▶ Developed a preliminary detailed scope that reflects the Town's project goals within budget and on-schedule. **Our initial efforts in preparing a scope will expedite the scoping process and allow the Town to have a consultant under contract as soon as possible.**

Our approach to planning includes refinement of the project scope items such as:

- ▶ Full depth pavement replacement
- ▶ Replace extruded curb
- ▶ ADA upgrades
- ▶ Drainage improvements at Palisades Boulevard and Desert Canyon Golf Club
- ▶ New traffic signal at Palisades Boulevard
- ▶ Avenue of the Fountains improvements
- ▶ Other miscellaneous improvements

### APPROACH TO DESIGNING

Our understanding and approach to the major technical and coordination design issues are outlined in our **Figure 1 – Project Features Map (Page 6)** and are further discussed in the following paragraphs.

#### » SAGUARO BOULEVARD PAVEMENT RECONSTRUCTION

The Kimley-Horn Team has evaluated the proposed pavement section options discussed in RAMM's Pavement Evaluation. The following **Table 1 – Proposed Pavement Section Evaluation** provides the anticipated construction costs for each pavement section option:

TABLE 1 – PROPOSED PAVEMENT SECTION	TOTAL DEPTH	COST PER SY <sup>1</sup>	TOTAL COST <sup>2</sup>
4" AC over 6" ABC	10"	\$27.35	\$4,101,600
4" AC over 8" RAP/MAC <sup>3</sup>	12"	\$28.71	\$4,306,440
4" AC over 4" ABC over 3" RAP/MAC	11"	\$28.13	\$4,219,210
4.5" AC over 4" ABC	8.5"	\$27.33	\$4,099,860
5.75" AC (full depth)	5.75"	\$28.39	\$4,258,650

<sup>1</sup> – Cost Per Square Yard based on latest Kimley-Horn and local contractor unit prices

<sup>2</sup> – Total Cost based on preliminary estimate of 150,000 SY of pavement

<sup>3</sup> – RAP/MAC Reclaimed Asphalt Pavement/Milled AC (not meeting MAG 702)

Major considerations for the Saguaro Boulevard pavement reconstruction include:

- ▶ As shown in Table 1, there is very good potential that constructing a pavement section of 4.5 inches of asphalt concrete pavement (AC) over 4 inches of aggregate base course (ABC) would provide the same, or even less, cost as the 4 inches of AC over 6 inches of ABC presented at the Pre-Submittal Conference. **Utilizing this proposed pavement section offers the advantages of less removal and disposal of existing AC, ABC, and subgrade materials as well as minimizes impacts over existing utilities under the pavement.**
- ▶ Since there is a substantial amount of existing pavement, subgrade, and extruded curb to be removed, the Town may want to pulverize these materials so they can be used for backfill material. Providing the contractor with a nearby location to haul and store these materials can provide a cost savings to the Town on these removal items as well as provide ready backfill material for future Town projects.
- ▶ As part of the recent fuel spill that occurred in November 2013 along the south end of the project limits, much of the necessary infrastructure cleanup is currently being addressed including curb reconstruction and replacement of pavement and subgrade soils along the west bike lane. Our Team is fully capable of providing any additional soil remediation services.

#### » EXTRUDED CURB REMOVAL AND REPLACEMENT

There are approximately 50,000 feet of existing extruded curb (curb constructed on the AC surface) along Saguaro Boulevard as part of the original roadway construction. As part of this project, the Town wishes to remove and replace the extruded curb with new curb and gutter and single curb.



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

RECONSTRUCTION  
DESIGN SERVICES



## Project Features Map

### Legend

- Drainage Improvements
- New Traffic Signal
- Path of Fuel Spill – Contaminated Soil
- Saguaro Blvd/Shea Blvd Intersection Project Limits
- Avenue of the Fountains Median Improvement Project Limits
- Future FCDMC Ashbrook Wash 7-10'x4'x10' Reinforced Box Culverts
- Future 16" Sewer Force Main (FH Sanitary District)



## Project Features

#	Description	#	Description	#	Description
1	Saguaro Blvd pavement reconstruction (see page 5)	6	Evaluate ADA improvements (see page 7)	11	East End Plaza improvements (see page 8)
2	Fuel spill limits from November 2013 (see page 5)	7	Drainage improvements – Desert Canyon Golf Club (see page 7)	12	Extend median at Saguaro Blvd/La Montana Dr (see page 8)
3	Extruded curb removal and replacement (see page 5)	8	Drainage improvements – Saguaro Blvd/Palisades Blvd intersection (see page 7)	13	Re-establish eroding slope along Saguaro Blvd (see page 8)
4	Protect existing lanscape (see page 6)	9	New traffic signal at Saguaro Blvd/Palisades Blvd (see page 7)	14	FCDMC – Ashbrook Wash improvements (see page 9)
5	Evaluate roll curb – minimize impacts to residential driveways (see page 7)	10	Saguaro Blvd/Avenue of the Fountains improvements (see page 8)	15	Avenue of the Fountains Median improvements (see page 9)
				16	Shea Blvd intersection project (see page 9)

Figure 1 – Project Features Map

Some of the major considerations for the extruded curb replacement include:

- ▶ Any existing trees that are heaving and causing damage to the existing curb will be replaced. Based on our field review of the project limits there are a few trees that should be removed because they damage the existing curb.
- ▶ Protection and restoration of existing landscape will be identified in the construction documents. A successful approach on previous projects has language in the specifications requiring the contractor to remove, store, and re-spread the existing decomposed granite (DG)

adjacent to the curb replacement. **The contractor would reuse the DG rather than remove and install new DG, providing construction cost savings for the Town.**

- ▶ Construction of the new curb will need to protect and/or replace various existing property owner and utility features (e.g. mailboxes, decorative riprap swales, landscape meter boxes, etc.).
- ▶ Where there is extruded curb replacement adjacent to attached sidewalk, an approach shown in **Figure 2** to the right will be used to protect the existing sidewalk.

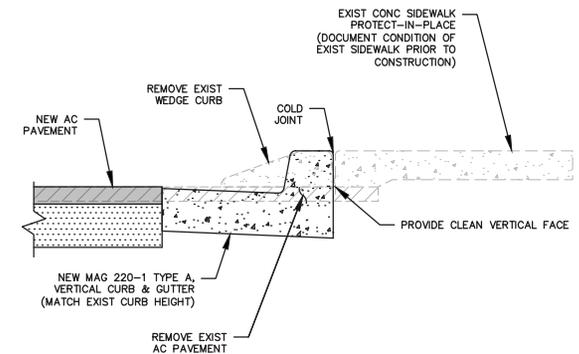


Figure 2 – Curb Replacement at Attached Sidewalk



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

RECONSTRUCTION  
DESIGN SERVICES



► **Figure 3** provides an alternative detail to the Town's Driveway Connection Detail (FH-255) where roll curb and gutter could be used in order to avoid reconstructing portions of the existing concrete residential driveways. **Eliminating the need to reconstruct these driveways would be a considerable savings to the Town, especially where there are numerous residential driveways along the northern limits of the project.**

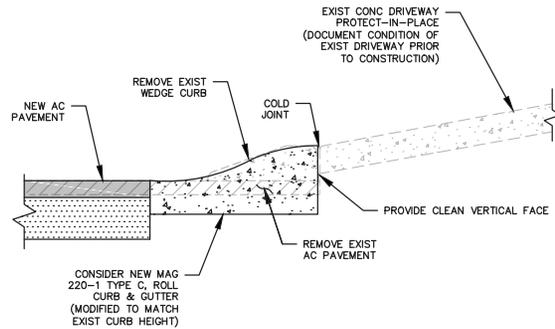


Figure 3 – Curb Replacement at Residential Driveways

## » ADA IMPROVEMENTS

As part of the proposed improvements, the Kimley-Horn Team will provide recommendations to the Town for proposed ADA improvements within the project limits. As shown on our Project Features Map, we have identified some of the locations where ADA improvements are anticipated. One of the key considerations will be to ensure that there is appropriate right-of-way to construct the necessary ADA improvements.

## » DRAINAGE IMPROVEMENTS

Significant flooding occurs in two general areas: the Saguaro Boulevard/Palisades Boulevard intersection and along the Desert Canyon Golf Club between Palmer Way and Ledford Lane. The Town had previously prepared preliminary design plans (updated September 2011) for the proposed drainage improvements in these areas.

The drainage design will require utility potholing to confirm the location of existing utilities, temporary construction easements (TCE) and drainage easements, and additional geotechnical borings to confirm subsurface soil types and corrosive soil properties at proposed storm drain depths.

Drainage improvements along Saguaro Boulevard between Palmer Way and Ledford Lane will consist of removing substandard masonry block catch basins with steel covers and replacing with new standard concrete catch basins. The proposed improvements include new catch basins, inlet headwalls, and corrugated metal pipe (CMP). We have reviewed the improvement plans and will update to incorporate the latest MAG details and standards.

At the Saguaro Boulevard/Palisades Boulevard intersection, we have reviewed the Town's preliminary design plans. We recommend a few design refinements as shown in **Figure 4** to **improve constructability, allow for potential future storm drain connections, and reduce ponding by inclusion of slotted drain or inlets with the connector pipes. Installing appropriate landscape berms and grading will prevent the landscape rock from washing into the street.**

## » NEW TRAFFIC SIGNAL AT SAGUARO BOULEVARD/PALISADES BOULEVARD

The existing old MCDOT-type traffic signals will be replaced at the Saguaro Boulevard/Palisades Boulevard intersection. The skew of the intersection presents sight distance challenges, crosswalk limitations and requires careful placement of traffic signal facilities. Our focus is to concentrate first on the geometry and then phasing as these two elements affect everything else. **Figure 4** presents a summary of some of the design considerations at this intersection.

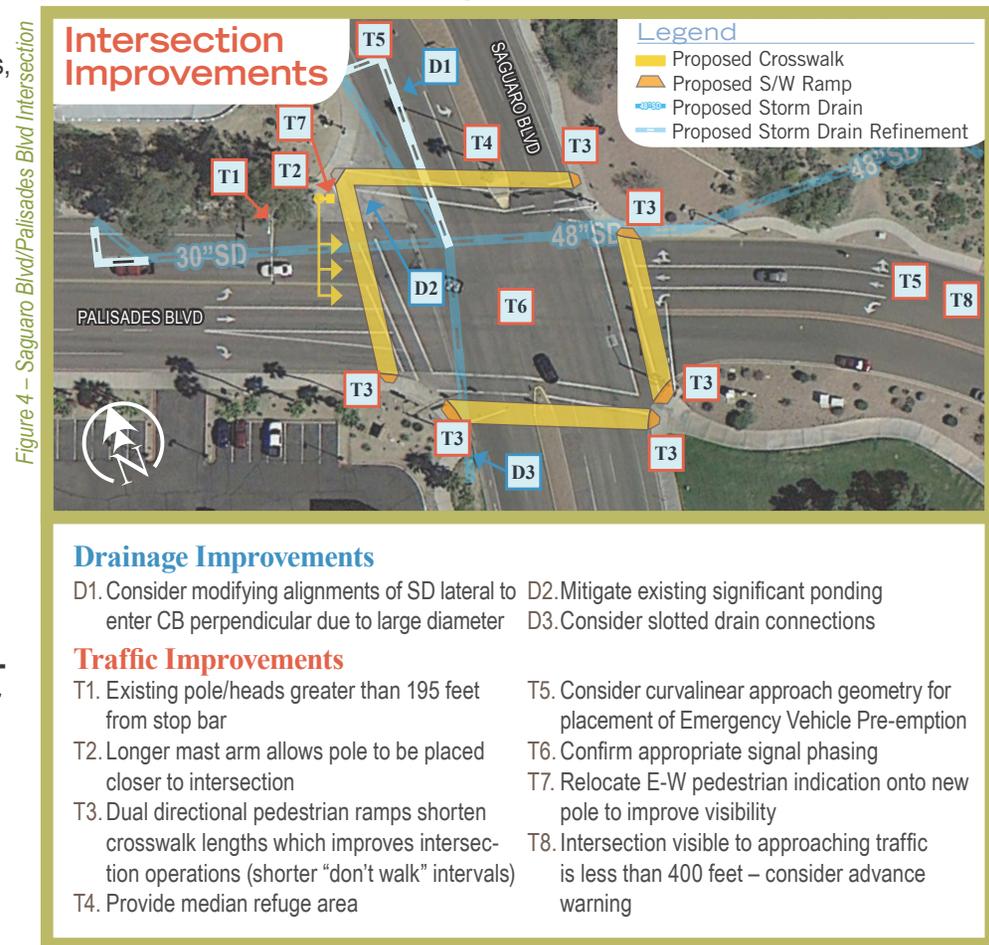


Figure 4 – Saguaro Blvd/Palisades Blvd Intersection

### Drainage Improvements

- D1. Consider modifying alignments of SD lateral to enter CB perpendicular due to large diameter
- D2. Mitigate existing significant ponding
- D3. Consider slotted drain connections

### Traffic Improvements

- T1. Existing pole/heads greater than 195 feet from stop bar
- T2. Longer mast arm allows pole to be placed closer to intersection
- T3. Dual directional pedestrian ramps shorten crosswalk lengths which improves intersection operations (shorter "don't walk" intervals)
- T4. Provide median refuge area
- T5. Consider curvilinear approach geometry for placement of Emergency Vehicle Pre-emption
- T6. Confirm appropriate signal phasing
- T7. Relocate E-W pedestrian indication onto new pole to improve visibility
- T8. Intersection visible to approaching traffic is less than 400 feet – consider advance warning



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

## RECONSTRUCTION DESIGN SERVICES



The traffic signal replacement will be funded through the Town's CIP Fund which is separate from the road bond for the Saguaro Boulevard Reconstruction Project. This will require separate packages for the design fee, construction documents, and construction costs associated with the traffic signal improvements.

We will evaluate various design considerations to make sure the traffic signals are in compliance with regional standards. Provisions for future signal interconnect, vehicular indication visibility, the use of the newly approved flashing yellow arrows, pedestrian pushbutton locations, incorporation of LED safety lighting, and intersection approach visibility will be addressed in our design.

### » AVENUE OF THE FOUNTAINS IMPROVEMENTS

The improvements to the Saguaro Boulevard/Avenue of the Fountain intersection are a major component of the roadway bond. The primary goal of the intersection improvements is to provide increased pedestrian safety. Based on past direction from Town management, the road bond needed to specifically address the proposed improvements at this intersection. It was determined that the proposed improvements would consist of extending the existing medians to provide more pedestrian refuge areas and to complete the Avenue of the Fountains median improvements from Saguaro Boulevard west approximately 200 feet to the U-turn. This area is referred to as the East End Plaza.

**Figure 5** shows the proposed improvements to the Saguaro Boulevard/Avenue of the Fountain intersection. The proposed intersection improvements will consist of extending the large wide Avenue of the Fountains median to the east to provide a large pedestrian refuge area as well as access to the East End Plaza area. Along Saguaro Boulevard, the two medians will be extended towards the center of the intersection past the existing painted crosswalks to provide a pedestrian refuge area.

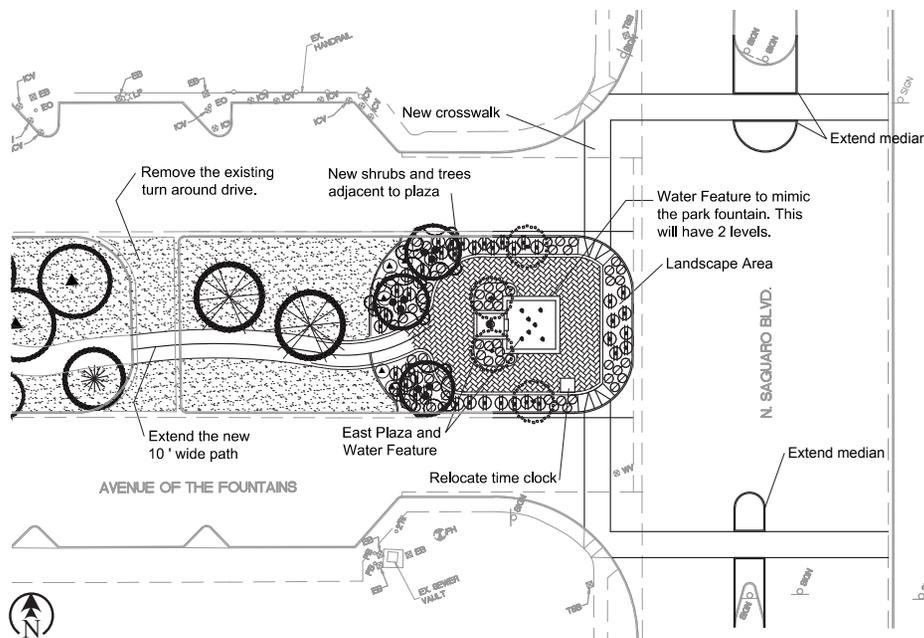


Figure 5 – Saguaro Boulevard/Avenue of the Fountains Intersection

The design of the East End Plaza area as shown on **Figure 5** has already been approved by Town management, which includes a new water feature and relocation of the Rotary Club time clock.

### » OTHER MISCELLANEOUS IMPROVEMENTS

- ▶ Conduit for future traffic signals may be warranted in the future. **The cost to install conduit while Saguaro Boulevard is being reconstructed is a very minor and worthwhile cost to the overall project and satisfies the Town's possible future needs.** An example would be to install conduit within the Saguaro Boulevard/Avenue of the Fountains intersection in the event that a future traffic signal or a HAWK system may be installed in the future.
- ▶ Review other intersections along Saguaro Boulevard for potential minor pedestrian safety or intersection operation improvements. An example would be considering extending the existing Saguaro Boulevard raised

median at La Montana Drive to provide a pedestrian refuge for the southern crosswalk.

▶ Assist the Town with identifying future traffic interconnect needs. Although the Town has existing interconnect along Saguaro Boulevard from Palisades Boulevard to Grande Boulevard, these facilities need to be upgraded from outdated twisted-wire pair to fiber. Also, the Town does not have any existing interconnect from Avenue of the Fountains to Palisades Boulevard.

▶ Address adjacent areas that should be improved if funding is available. Examples would

include reestablishing the eroding slope along the west side of Saguaro Boulevard south of Avenue of the Fountains and fixing the condensation area in the northwest corner of Saguaro Boulevard/Avenue of the Fountains.

### » STAKEHOLDER COORDINATION

The Kimley-Horn Team has already had initial contact with most of the major stakeholders and the following are major considerations:

**Partnering with the Public** – Our public involvement and outreach program includes ensuring the residents, businesses, and local property owners know their input is valuable and will be considered during the design. MakPro specializes in public involvement and outreach for design and construction projects. They will assist the Town in its outreach efforts to build a unified understanding of the Town's mission by creating transparency, promoting the Town's image, and developing partnerships. Our methods include individual notices to businesses and residents, developing a comprehensive stakeholder database for on-



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

## RECONSTRUCTION DESIGN SERVICES



going communications, and development of press releases during design.

**Individual Stakeholder Meetings** – We will identify key stakeholder groups, such as the **Neighborhood Property Owner’s Association (NPOA)** and the **Fountain Hills Chamber of Commerce**, to present information or schedule individual stakeholder meetings during the planning. These meetings are the cornerstone for successfully completing this project, as it is the adjacent stakeholders, primarily the local residents and businesses, who are impacted by this project.

**Public Meetings** – Input gathered from the Public Meetings will be compiled and the Kimley-Horn Team will make recommendations for design changes that can often be incorporated into the design with little to no increase in construction cost.

**Create a Convenient Up-to-Date Project Website to Inform and Receive Comments** – For ongoing communications and information, our Team will develop a Saguaro Boulevard Reconstruction Project website. **A mock-up of this website can currently be viewed at [www.kimley-horn.com/communication/MT/SaguaroBoulevardReconstruction](http://www.kimley-horn.com/communication/MT/SaguaroBoulevardReconstruction) for a sampling of the features available for the public** to view throughout the planning, design and construction of this project (see **Figure 6**).

**FCDMC Ashbrook Wash Improvements** – The Town and FCDMC have entered into an Intergovernmental Agreement (IGA). The proposed Ashbrook Wash improvements will consist of replacing three undersized existing 60-inch diameter CMPs that cross Saguaro Boulevard with a new seven barrel, 10-foot wide by 4-foot high by 110-foot long reinforced concrete box culvert. Scott Vogel, FCDMC Project Manager, stated he is planning to complete their in-house design by October 2014. Although FCDMC funding for construction is not programmed until Fiscal Year 2016 and 2017, Scott indicated that the FCDMC would be

open to accelerating the schedule for the Ashbrook Wash Improvements to accommodate the proposed Saguaro Boulevard Reconstruction Project. We will coordinate with the Town and FCDMC to determine whether the Town has enough available funding for their half of the Ashbrook Wash Improvements to justify accelerating the Ashbrook Wash Improvements Project. **This would eliminate throwaway reconstruction costs and reduce impacts to adjacent residents and businesses.**

**Avenue of the Fountains Median Improvements** – The design for this project has been completed and Don Campbell’s direct involvement on our project team will provide the necessary experience and consistency needed to ensure that these improvements are coordinated.

**Shea Boulevard/Saguaro Boulevard Improvements** – The design of this project is substantially completed and should be constructed prior to this project. As part of these improvements, the segment of Saguaro Boulevard from Shea Boulevard to Monterey Drive will include full pavement reconstruction. The Kimley-Horn Team will coordinate with the design consultant to match these improvements.

**Fountain Hills Sanitary District 16-inch Force Main Project** – A 16-inch forcemain is planned from their facility off of Pepperwood Circle to Amhurst Drive. Ron Huber is the Fountain Hills Sanitary District contact. The design is currently at the 95% design level, although construction funding is not available yet. **A sleeve across Palisades Boulevard could be installed as part of the proposed Saguaro Boulevard Reconstruction Project in order to minimize disruption in the future to the newly placed pavement.**

**Chaparral Water/EPCOR Water Service Improvements** – Chaparral Water (now owned by EPCOR) owns water facilities throughout the project limits. Our Team will coordinate with EPCOR’s Travis Nutall for the protection of their existing facilities and any future upgrades.

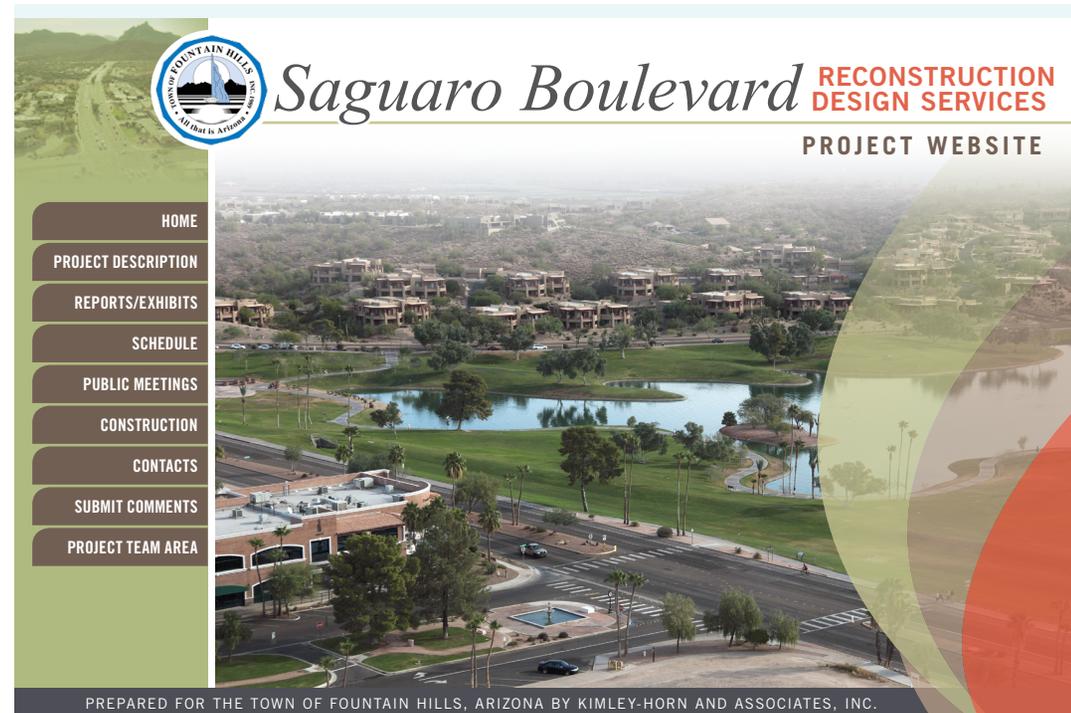


Figure 6 – Saguaro Blvd Reconstruction Website



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

RECONSTRUCTION  
DESIGN SERVICES



## Traffic Control Concept – Lane Restrictions



### PHASE 1 – INSIDE LANE CONSTRUCTION

1. Maintain access by utilizing millings for temporary pavement
2. May need to restrict to right in/right out during construction but provide temporary access during non-working hours

#### PROS

- » Contractor has full access to remove extruded curb
- » Bike lanes maintained
- » Signal head configuration will match lane configuration



### PHASE 2 – OUTSIDE LANE CONSTRUCTION

1. Driveway closures necessary for short durations to reconstruct pavement
2. Provide alternative access with signing for business in advance
3. Use changeable message boards to pre-warn traffic

#### PROS

- » Contractor has long stretches of work zone
- » Full access to the median
- » Signal head configuration will match lane restrictions

Figure 7 – Lane Restrictions Concept

### » TRAFFIC CONTROL

Knowing and understanding the needs of the surrounding businesses and residents will greatly assist in developing traffic maintenance strategies which will minimize impacts.

There were two alternatives that the Town wanted to evaluate for the pavement reconstruction of Saguaro Boulevard: 1) Close one half of Saguaro Boulevard at a time and move two-way traffic to other side; 2) Restrict traffic to one lane in each direction during construction (see **Figure 7**).

Our recommendation is to restrict traffic to one lane in each direction for the following reasons:

- ▶ Contractor has long stretches of work zone. For the median curb and gutter reconstruction the contractor has full access to all extruded curb

- ▶ Existing signal head configuration will match traffic control lane restrictions
- ▶ Utilize millings to gain access to driveways on both sides of Saguaro Boulevard
- ▶ Bike lanes maintained in one phase. Impacted in all phases if closing half of Saguaro Boulevard

The Kimley-Horn Team will develop early estimates for the construction time required so that affected residents and business owners concerns can be addressed up-front. In addition, we will look at paving windows for the project schedule and avoid Special Events that would be impacted by construction.

### APPROACH TO ESTIMATING

Town management considers consultant's estimates very seriously as demonstrated in the recent Avenue of the

Fountains Median Improvements Project. Town Council unanimously approved to reject the four bid proposals received in May 2013 in part because the lowest bid came in at \$1.4 million when the Town was estimating the project to be \$1.2 million. Kimley-Horn's approach begins with ensuring that engineer's construction estimates are detailed and complete at all design submittals. This ensures that Town staff and management can track project costs against the Town's \$8.2 million budget throughout the planning and design of the project. Our tailored approach to estimating includes:

- ▶ Packaging separate construction bid items related to the Saguaro Boulevard/Palisades Boulevard traffic signal versus the remaining road bond project
- ▶ Confirming that quantities have been checked through our quality control process
- ▶ Confirming unit rates are accurate by utilizing recent bid tab data and our partnerships with numerous local contractors throughout the Valley for input on current market unit rates, especially market and schedule sensitive items such as pavement materials
- ▶ Breaking down unique items such as special driveway and sidewalk ramp details, non-standard traffic control work, and subgrade preparation can be quantified into their basic elements where standard pricing is available
- ▶ Adding contingency items for possible construction items such as soil remediation, private utility adjustments by the contractor, and other potential work items

*An outstanding example of our proposed team's success estimating major paving projects includes the recently awarded (November 2013) Roadway Widening on Greenway Road for the City of Surprise which was estimated within 0.2% of the final contractor's bid price.*



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

## RECONSTRUCTION DESIGN SERVICES



### APPROACH TO SCHEDULE CONTROLS

Our proposed project schedule for the Saguaro Boulevard Reconstruction Project is shown on **Page 12** and corresponds to each major task identified in the RSOQ. Based on the December 19, 2013 Regular Session of the Fountain Hills Town Council, the project design completion date is August 2014 (six months duration) with three progress submittals (30%, 60%, and 95%).

Major considerations for maintaining the project schedule include:

- ▶ Our Project Manager, Chris Woolery, will take an active role in managing and coordinating the project schedule. He has significant arterial reconstruction project management, design, and coordination experience, and his “hands-on” involvement in the project development will ensure that the technical design elements and coordination of external elements merge with the overall project schedule goals.
- ▶ Combining planning and design phase services tasks so that we can be efficient in exceeding the proposed design schedule. Examples include:
  - » A draft proposed scope of work has already been prepared based on the scope of work included with the RSOQ – the Kimley-Horn Team is ready to submit our scope of services and fee proposal upon notice of award.
  - » Identifying locatable utilities such as fiber optics and electric prior to topographic survey avoiding duplicate survey efforts.
  - » Completing utility pothole activities during the preparation of the 30% submittal since the scope of work has been mostly defined already.
- ▶ Develop construction schedule to understand the necessary timeframes for total project completion.

### APPROACH TO COST CONTROLS

We understand that overall project cost control is vital to the Town. It is essential that the proposed Saguaro Boulevard Reconstruction Project is completed at or below the \$8.2 million budgeted as part of the road bond. In order to control costs, our Team will integrate the following approach to minimize the Town’s costs:

- ▶ Value Engineering will be included as part of our QC process. The results will be shared with the Town for consideration of cost-saving alternatives. Our Team has already evaluated cost-saving measures which are presented in Alternative Approaches on **Page 12**.
- ▶ Constructability Reviews are also included in our QC process and will include considerations unique to this project such as traffic control, pedestrian access, and construction phasing.

### APPROACH TO QUALITY CONTROLS

Kimley Horn’s Quality Control Plan (QCP) has three main components illustrated in **Figure 8 – Kimley-Horn Quality Control Plan**.

- ▶ **Continuous Quality Improvement (CQI)** is a successful strategy we use within our Phoenix office that regularly improves our ability to serve our clients while also integrating our clients into our quality control. Through this process, Kimley-Horn staff is encouraged to create incremental improvements to the ways we work and serve our clients. In addition, Kimley-Horn routinely invites clients to our office to share our experience with quality control and to ask for their input as well.



Figure 8 – Quality Control Plan

- ▶ **Engineering Checks/Peer Reviews** ensure that project services and deliverables, such as final design plans, specifications, permitting, calculations, reports, and cost estimates are reviewed by senior-level staff for completeness and sound engineering. **For this project, we have added Russ Karr, P.E. as QA/QC Manager to capitalize upon his over 20 years of experience in planning and design of roadway reconstruction improvements. He will be an extremely valuable resource for all tasks assigned to Kimley-Horn.**
- ▶ **Quality Calls** involve senior-level staff at Kimley-Horn making contact with Town staff during and after project design to ensure expectations regarding service and deliverables are met or exceeded.

We implement our QCP by conducting a kickoff meeting with the design team, including subconsultants, Town staff, and key stakeholders. During the kickoff, the QCP plan is reviewed and expectations are defined.

### APPROACH TO MANAGING SUBCONTRACTORS

- ▶ Select subconsultants whom we have successfully teamed with in the past that are familiar with Kimley-Horn’s procedures and policies – e.g. RAMM and Mak-Pro have worked with Kimley-Horn staff on numerous projects over the past eight years.
- ▶ Require our subconsultants to follow Kimley-Horn’s established successful QA/QC procedures – this includes following up with each subconsultant to check that these procedures are followed.
- ▶ Require our subconsultants to participate in Kimley-Horn’s internal QC schedule that begins typically two weeks prior to the client submittal date – this ensures that proper coordination of design elements and CAD files are shared among team members.
- ▶ Engage subconsultants in our bi-weekly project meetings and interdisciplinary review meetings.



# STATEMENT OF QUALIFICATIONS Saguaro Boulevard

## RECONSTRUCTION DESIGN SERVICES



### APPROACH TO BID PACKAGE MANAGEMENT

- ▶ Separate bid packages for the road bond and the CIP work (Saguaro Boulevard/Palisades Boulevard Intersection)
- ▶ Include detailed traffic control specifications
- ▶ Utilize MAG Specifications and MCDOT bid item numbering
- ▶ Review the technical specifications against the general/special conditions to ensure consistency and address conflicts between the documents

### APPROACH TO CONSTRUCTION PHASE SERVICES

Our team routinely provides construction phase services for all projects that we design. Construction phase services have included assisting with the pre-bid meeting, addressing questions from the contractor during the advertisement period, issuing addenda, responding to RFIs, review shop drawings/material samples, and preparing final as-builts. Our approach to construction phase services is to provide the necessary information to execute the contract documents in a timely manner.

In addition, the Kimley-Horn Team can also provide construction administration/management services, if requested by the Town. We routinely provide these services out of our Phoenix office and are currently providing construction management for over three miles of pavement reconstruction for the Ak-Chin Indian Community.

### ALTERNATIVE APPROACHES

- ▶ Provide a bid alternative in the construction documents to have the contractor price out two alternative pavement replacement sections as discussed on **Page 5**. **BENEFIT** – Town can select the most cost effective pavement structural section.
- ▶ Have the contractor pulverize removed extruded curb and asphalt, and store these materials at a nearby location near the project site within the Town for future

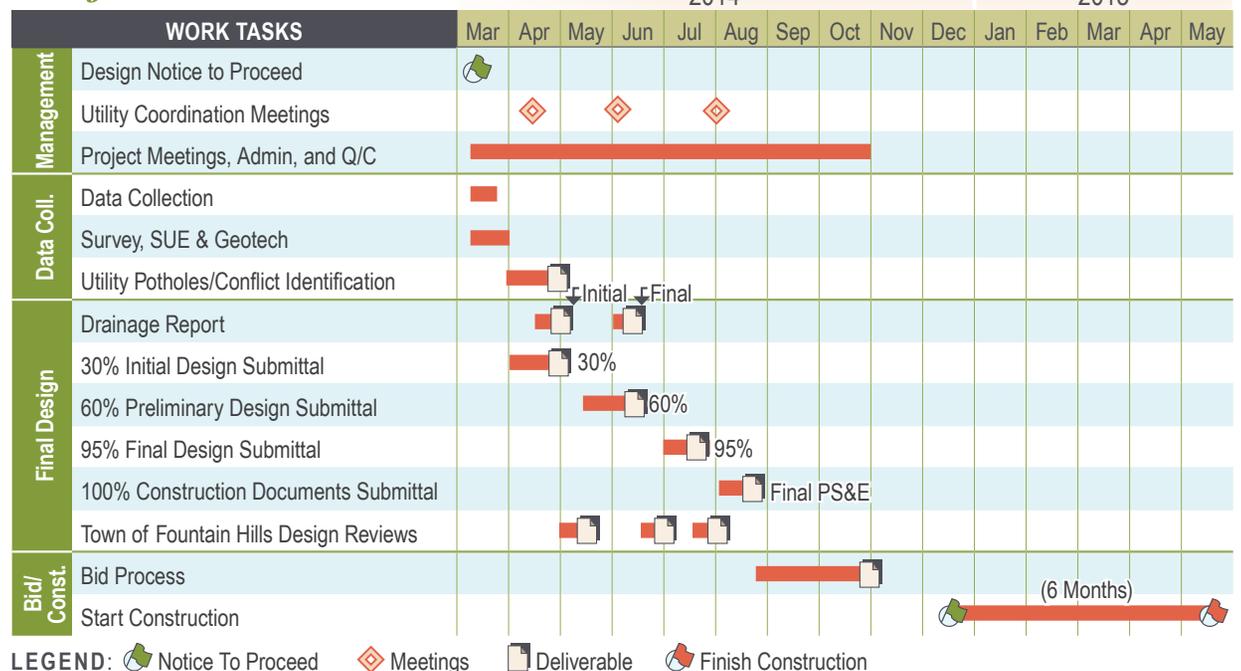
- CIP projects. **BENEFIT** – Backfill material is available for future Town repairs or shoulder work.
- ▶ Consider roll curb and gutter in lieu of the Town's Driveway Connection Detail (FH-255), as discussed on **Page 7**. **BENEFIT** – Avoids costly reconstruction of portions of existing concrete residential driveways.
- ▶ Improved pedestrian access such as extending the raised median at the Saguaro Boulevard/La Montana Drive intersection as discussed on **Page 8**. **BENEFIT** – Town provides improved pedestrian safety.
- ▶ Using the project website discussed on **Page 9**. **BENEFIT** – Creates an open forum for public input that promotes an environment of openness and trust, and provides convenient access to project information such as public meetings, traffic closures, etc.

- ▶ Utilizing LiDAR technology in lieu of conventional cross sectional topographic survey. **BENEFIT** – Reduces the survey schedule and provides improved accuracy at a similar cost to conventional cross sectional survey methods.

### Section 5: Schedule of Work

**Figure 9** – Project Schedule is achievable for our team and outlines our understanding of the major coordination issues. Our proposed schedule maintains the Town's typical design submittals (30%, 60%, 95%, and Final) within a six month design schedule. Our design schedule ensures that construction would begin by December 2014, or earlier.

### Project Schedule



LEGEND: 🟢 Notice To Proceed   🔹 Meetings   📄 Deliverable   🔴 Finish Construction

Figure 9 – Project Schedule





# STATEMENT OF QUALIFICATIONS *Saguaro Boulevard*

RECONSTRUCTION  
DESIGN SERVICES



## *Chris Woolery, P.E. – Project Manager/ Roadway Lead*

### » PROFESSIONAL CREDENTIALS

- ▶ Bachelor of Science, Civil Engineering, University of Arizona, 1994
- ▶ Registered Professional Engineer in Arizona (#33464)

### » RELEVANT EXPERIENCE

#### **Chandler Boulevard/Alma School Road Intersection, Chandler, AZ — Project Manager.**

Kimley-Horn is finalizing design services to improve capacity within one of Chandler's busiest intersections by widening to three travel lanes and a bicycle lane in each direction with dedicated right-turn lanes, dual left-turn lanes and bus pullouts. Kimley-Horn's design responsibilities include roadway, drainage, traffic signals, signing/pavement marking, ITS, landscaping, street lighting, utility coordination/design, right-of-way determination/acquisition documents and significant stakeholder coordination.

#### **Rittenhouse Road, Sossaman Road to Ellsworth Loop Road, Queen Creek, AZ — Project Manager.**

Kimley-Horn is finalizing design services for improvements to Rittenhouse Road from Sossaman Road to Ellsworth Loop Road. This project included developing a detailed construction phasing and detour plan to maintain two-way traffic at all times while also providing access to adjacent residential properties. Kimley-Horn reconstructed an existing two-lane rural roadway to a five-lane urban section and was responsible for roadway, drainage, traffic, and landscape design; coordination of utility relocations; traffic control; and public involvement.

#### **University Drive, Priest to UPRR, Tempe, AZ — Project Engineer.**

Kimley-Horn recently completed the design of the University Drive Bicycle and Pedestrian Improvements from Priest Drive to Ash Avenue. This project will improve the multimodal qualities of the street by providing improved access for all users, accommodating ADA needs, creating a safer refuge for pedestrians, and improving bicycle/pedestrian facilities and safety. In addition, the project will enhance the streetscape, construct raised medians, and provide mid-block crossing opportunities for pedestrians.

#### **56th Street from Deer Valley Road to Pinnacle Peak Road, Phoenix, AZ — Project Manager.**

This project will construct 56th Street from Deer Valley Road to Pinnacle Peak Road for the City of Phoenix. Kimley-Horn was responsible for preliminary design of the ultimate 56th Street improvements which consists of two travel lanes and a bike lane in each direction separated by a raised center median. For final design, Kimley-Horn is preparing final construction documents for the interim 56th Street improvements consisting of the west half of the ultimate 56th Street improvements. Our responsibilities include pave-

ment design; design of new storm drain systems, private utility coordination; coordination of adjacent developer improvements; new street lighting; and public involvement.

**Riggs Road Widening and Drainage Improvements – Hawes Road to Ellsworth Road, Queen Creek, AZ — Project Engineer.** Kimley-Horn is responsible for the final design of this joint Maricopa County Department of Transportation (MCDOT)/Town of Queen Creek arterial street improvement project that will widen the existing two-lane roadway to a five-lane roadway. The project was designed in two phases with the first phase constructing a new bridge over Sonoqui Wash and the second phase designing the remaining arterial street improvements. The project includes intersection improvements, new retention basin/storm drain facilities, coordination of several driveway connections, utility coordination/relocation, significant agency coordination and right-of-way/easement acquisition.

#### **Peters & Nall Road Improvements, Maricopa / Ak-Chin Tribal Land, AZ — Project Manager.**

The Ak-Chin Indian Community selected Kimley-Horn for this planning and final design project reconstructing three miles of Peters & Nall Road from State Route 347 (SR347) to White & Parker Road. The existing pavement is in very poor condition and significant heavy truck traffic utilizes Peters & Nall Road as part of the Ak-Chin Farms Enterprise operations. Prior to final design, Kimley-Horn is responsible for assisting the Ak-Chin Indian Community with planning the proposed improvements including significant outreach to Community Departments, Tribal leaders, and the public. The planning effort consists of developing right-of-way cross section alternatives including landscaping and multi-purpose walkway options. Upon completion of the planning phase, Kimley-Horn will be responsible for developing the final construction documents to Bureau of Indian Affairs (BIA) standards. Design responsibilities include developing pavement replacement options, preparation of a drainage study for Smith Wash and roadside drainage, design of box culvert improvements at Smith Wash, and preparation of final construction documents. Other responsibilities include acquisition of Tribal right-of-way, preparation of an Environmental Assessment, utility coordination, and BIA and City of Maricopa coordination.

#### **Pave Unpaved Shoulders at Various Locations in the City of Surprise, Surprise, AZ — Project Manager.**

Kimley-Horn was recently awarded this Congestion Mitigation and Air Quality (CMAQ) Project through the City of Surprise's Engineering On-Call Contract. The project consists of paving the roadside dirt shoulders at seven locations along arterial streets located throughout the City of Surprise. Kimley-Horn is responsible for the preparation of the Project Assessment, environmental clearance (Categorical Exclusion) and final construction documents, including construction plans, specifications, and clearances letters for utilities, right-of-way, and environmental. The project included coordination with City staff, ADOT Local Government and private utility companies.



# STATEMENT OF QUALIFICATIONS *Saguaro Boulevard*

**RECONSTRUCTION  
DESIGN SERVICES**



## *John Kissinger, P.E., PTOE – Principal/Traffic Lead*

### » PROFESSIONAL CREDENTIALS

- ▶ Bachelor of Science, Civil Engineering, University of Wisconsin, 1986
- ▶ Registered Professional Civil Engineer in Arizona (#27128), California, Iowa, Kansas, Missouri, Nevada, Utah, Washington, and Wisconsin
- ▶ Registered Professional Traffic Operations Engineer
- ▶ Institute of Transportation Engineers (ITE)
- ▶ Intelligent Transportation Society (ITS), Member
- ▶ Intelligent Transportation Society (ITS), Member

### » RELEVANT EXPERIENCE

**Chandler Boulevard/Alma School Road Intersection, Chandler, AZ — Traffic Engineer.** Kimley-Horn is finalizing design services to improve capacity within one of Chandler's busiest intersections by widening to three travel lanes and a bicycle lane in each direction with dedicated right-turn lanes, dual left-turn lanes and bus pullouts. Kimley-Horn's design responsibilities include roadway, drainage, traffic signals, signing/pavement marking, ITS, landscaping, street lighting, utility coordination/design, right-of-way determination/acquisition documents and significant stakeholder coordination.

**Rittenhouse Road, Sossaman Road to Ellsworth Loop Road, Queen Creek, AZ — Traffic Engineer.** Kimley-Horn is finalizing design services for improvements to Rittenhouse Road from Sossaman Road to Ellsworth Loop Road. This project included developing a detailed construction phasing and detour plan to maintain two-way traffic at all times while also providing access to adjacent residential properties. Kimley-Horn reconstructed an existing two-lane rural roadway to a five-lane urban section and was responsible for roadway, drainage, traffic, and landscape design; coordination of utility relocations; traffic control; and public involvement.

**University Drive, Priest to UPRR, Tempe, AZ — Traffic Engineer.** Kimley-Horn recently completed the design of the University Drive Bicycle and Pedestrian Improvements from Priest Drive to Ash Avenue. This project will improve the multimodal qualities of the street by providing improved access for all users, accommodating ADA needs, creating a safer refuge for pedestrians, and improving bicycle/pedestrian facilities and safety. In addition, the project will enhance the streetscape, construct raised medians, and provide mid-block crossing opportunities for pedestrians.

**Agua Fria Freeway/Pima Freeway (SR 101L) - I-10 to Tatum Boulevard HOV Lanes (Design-Build), Phoenix, AZ — Project Manager.** The SR 101L HOV Lanes Design-Build project is located in Maricopa County on a portion of the Agua Fria/Pima Freeways from I-10 to Tatum Boulevard. The work included the construction of new High Occupancy Vehicle (HOV) lanes along with the provision of additional general purpose lanes through the SR 101L/I-17 system interchange.

**Beardsley Road: 99th Avenue to Lake Pleasant Road, Peoria, AZ — Traffic Engineer.** The City of Peoria selected Kimley-Horn to design improvements to the south half of Beardsley Road between Lake Pleasant Road and 99th Avenue. Improvements include asphalt paving, pavement milling, curbs, gutters, sidewalks, storm drain improvements, signing and striping, utility relocations, landscape improvements, and pedestrian lighting. Improvements at the intersection of Beardsley Road and Lake Pleasant Road for drainage, grading, and traffic signal upgrades will also be included.

**City of Mesa Southern Avenue & Stapley Drive Improvements, Mesa, AZ — Project Manager.** Kimley-Horn developed traffic signal improvement plans for the Southern Avenue/Stapley Drive and Stapley Drive/East Harmony Avenue intersections for more efficient vehicle capacity and turning movements. Kimley-Horn also developed roadway lighting plans as part of this project.

**ADOT SR 101L (Chaparral Road to SR 202L) General Purpose Lanes Design, Scottsdale, AZ — Traffic Engineer.** Kimley-Horn was selected to design much-needed additional general purpose lane capacity on the Pima Freeway (SR 101L) between Chaparral Road and SR 202L. The project included roadway design, drainage design, traffic control, lighting, traffic design, survey, geotechnical engineering, structural engineering, environmental engineering, landscape architecture, landscape, aesthetics, erosion control, utilities, and public involvement support.

**US 60 (Grand Avenue), SR 101L to McDowell Road, Phoenix, Glendale, and Peoria, AZ — Traffic Engineer.** This 13-mile-long project traverses through the cities of Phoenix, Glendale, and Peoria. The existing roadway requires upgrading to enhance aesthetics and functionality for pedestrians. Design features include simplifying access to improve traffic flow, upgraded ADA requirements, intersection improvements and signal modifications, landscaping to enhance the project corridor, substantial utility coordination and relocation, new street lighting, on-site drainage improvements, bus bay design, and right-of-way determination and coordination.



# STATEMENT OF QUALIFICATIONS *Saguaro Boulevard*

RECONSTRUCTION  
DESIGN SERVICES



## *Robert Lyons, P.E. – Project Engineer/Utility Coordination*

### » PROFESSIONAL CREDENTIALS

- ▶ Bachelor of Civil Engineering, Civil Engineering, California State Polytechnic University, Pomona, 1998
- ▶ Registered Professional Engineer in Arizona (#38007)
- ▶ American Society of Civil Engineers (ASCE), Member
- ▶ American Society of Highway Engineers (ASHE), Member

### » RELEVANT EXPERIENCE

**Chandler Boulevard/Alma School Road Intersection, Chandler, AZ — Utilities Engineer.** Kimley-Horn is finalizing design services to improve capacity within one of Chandler's busiest intersections by widening to three travel lanes and a bicycle lane in each direction with dedicated right-turn lanes, dual left-turn lanes and bus pullouts. Kimley-Horn's design responsibilities include roadway, drainage, traffic signals, signing/pavement marking, ITS, landscaping, street lighting, utility coordination/design, right-of-way determination/acquisition documents and significant stakeholder coordination.

**Rittenhouse Road, Sossaman Road to Ellsworth Loop Road, Queen Creek, AZ — Utilities Engineer.** Kimley-Horn is finalizing design services for improvements to Rittenhouse Road from Sossaman Road to Ellsworth Loop Road. This project included developing a detailed construction phasing and detour plan to maintain two-way traffic at all times while also providing access to adjacent residential properties. Kimley-Horn reconstructed an existing two-lane rural roadway to a five-lane urban section and was responsible for roadway, drainage, traffic, and landscape design; coordination of utility relocations; traffic control; and public involvement.

**University Drive, Priest to UPRR, Tempe, AZ — Utilities Engineer.** Kimley-Horn recently completed the design of the University Drive Bicycle and Pedestrian Improvements from Priest Drive to Ash Avenue. This project will improve the multimodal qualities of the street by providing improved access for all users, accommodating ADA needs, creating a safer refuge for pedestrians, and improving bicycle/pedestrian facilities and safety. In addition, the project will enhance the streetscape, construct raised medians, and provide mid-block crossing opportunities for pedestrians.

**56th Street from Deer Valley Road to Pinnacle Peak Road, Phoenix, AZ — Utilities Engineer.** This project will construct 56th Street from Deer Valley Road to Pinnacle Peak Road for the City of Phoenix. Kimley-Horn was responsible for preliminary design of the

ultimate 56th Street improvements which consists of two travel lanes and a bike lane in each direction separated by a raised center median. For final design, Kimley-Horn is preparing final construction documents for the interim 56th Street improvements consisting of the west half of the ultimate 56th Street improvements. Our responsibilities include pavement design; design of new storm drain systems, private utility coordination; coordination of adjacent developer improvements; new street lighting; and public involvement.

**McDowell Water Line, Goodyear, AZ — Project Manager.** The purpose of this project was to provide the necessary potable water for landscape irrigation to the I-10/SR303L Traffic Interchange. The project included design of approximately one mile of new waterline between Citrus Road and Cotton Lane. A major challenge to this project was that the traffic interchange was outside the City of Goodyear's water service area. Through a master service agreement between the water company and the City of Goodyear, the waterline was designed and constructed by the City of Goodyear, but will ultimately be owned by the water company, EPCOR.

**ADOT SR 101L (Chaparral Road to SR 202L) General Purpose Lanes Design, Scottsdale, AZ — Utilities Engineer.** Kimley-Horn was selected to design much-needed additional general purpose lane capacity on the Pima Freeway (SR 101L) between Chaparral Road and SR 202L. The project scope included roadway design, drainage design, traffic control, lighting, traffic design, survey, geotechnical engineering, structural engineering, environmental engineering, landscape architecture, landscape, aesthetics, erosion control, utilities, and public involvement support.

**ADOT SR 303L, El Mirage Road TI Final Design, Peoria, AZ — Utilities Engineer.** Kimley-Horn was selected to design the SR 303L El Mirage Road Traffic TI, which is the critical final link for converting SR 303L to a full freeway facility from I-10 to I-17. Project success requires working closely with the corridor's numerous stakeholders and area homeowners. The project scope includes total reconstruction of approximately 2.1 miles of existing SR 303L roadway and El Mirage TI to provide two travel lanes in each direction; construction of the El Mirage Road TI including the overpass bridges, ramps, and crossroad to their ultimate widths; construction of nearly five miles of sound walls along the south side of SR 303L; and construction phasing, drainage, environmental mitigation, property and maintenance access, signing, pavement marking, lighting, signalization, accommodating future freeway management system, landscaping, and aesthetics.



# STATEMENT OF QUALIFICATIONS *Saguaro Boulevard* RECONSTRUCTION DESIGN SERVICES



## *Russ Karr, P.E. – QA/QC*

### » PROFESSIONAL CREDENTIALS

- ▶ Bachelor of Science, Civil Engineering, Arizona State University, 1990
- ▶ Registered Professional Engineer in Arizona (#28848)

### » RELEVANT EXPERIENCE

#### **Chandler Boulevard/Alma School Road Intersection, Chandler, AZ — QA/QC.**

Kimley-Horn is finalizing design services to improve capacity within one of Chandler's busiest intersections by widening to three travel lanes and a bicycle lane in each direction with dedicated right-turn lanes, dual left-turn lanes and bus pullouts. Kimley-Horn's design responsibilities include roadway, drainage, traffic signals, signing/pavement marking, ITS, landscaping, street lighting, utility coordination/design, right-of-way determination/acquisition documents and significant stakeholder coordination.

#### **Rittenhouse Road, Sossaman Road to Ellsworth Loop Road, Queen Creek, AZ — QA/QC.**

Kimley-Horn is finalizing design services for improvements to Rittenhouse Road from Sossaman Road to Ellsworth Loop Road. This project included developing a detailed construction phasing and detour plan to maintain two-way traffic at all times while also providing access to adjacent residential properties. Kimley-Horn reconstructed an existing two-lane rural roadway to a five-lane urban section and was responsible for roadway, drainage, traffic, and landscape design; coordination of utility relocations; traffic control; and public involvement.

#### **56th Street from Deer Valley Road to Pinnacle Peak Road, Phoenix, AZ — QA/QC.**

This project will construct 56th Street from Deer Valley Road to Pinnacle Peak Road for the City of Phoenix. Kimley-Horn was responsible for preliminary design of the ultimate 56th Street improvements which consists of two travel lanes and a bike lane in each direction separated by a raised center median. For final design, Kimley-Horn is preparing final construction documents for the interim 56th Street improvements consisting of the west half of the ultimate 56th Street improvements. Our responsibilities include pavement design; design of new storm drain systems, private utility coordination; coordination of adjacent developer improvements; new street lighting; and public involvement.

#### **Pave Unpaved Shoulders at Various Locations in the City of Surprise, Surprise, AZ — QA/QC.**

Kimley-Horn was recently awarded this CMAQ Project through the City of Surprise's Engineering On-Call Contract. The project consists of paving the roadside dirt shoulders at seven locations along arterial streets located throughout the City of Surprise. Kimley-Horn is responsible for the preparation of the Project Assessment, environmental clearance (Categorical Exclusion) and final construction documents, including construc-

tion plans, specifications, and clearances letters for utilities, right-of-way, and environmental. The project included coordination with City staff, ADOT Local Government and private utility companies.

#### **ADOT SR 101L (Chaparral Road to SR 202L) General Purpose Lanes Design, Scottsdale, AZ — Project Engineer.**

Kimley-Horn was selected to design much-needed additional general purpose lane capacity on the Pima Freeway (SR 101L) between Chaparral Road and SR 202L. The project scope included roadway design, drainage design, traffic control, lighting, traffic design, survey, geotechnical engineering, structural engineering, environmental engineering, landscape architecture, landscape, aesthetics, erosion control, utilities, and public involvement support.

#### **SR 143 at Sky Harbor Boulevard Interchange Modifications, Phoenix, AZ — Project Engineer.**

Kimley-Horn recently designed TI modifications to add two new ramps from southbound (SB) SR 143 to westbound (WB) Sky Harbor Boulevard and from eastbound (EB) Sky Harbor Boulevard to SB SR 143. The existing cloverleaf ramp connecting SR 202L/Sky Harbor Boulevard to SR 143 will be improved by providing a more efficient freeway-to-freeway directional ramp. Kimley-Horn used value engineering to develop the best alignment alternatives that balanced project area constraints, minimized environmental impacts, and maximized funding and improvements to the interchange.

#### **SR 303L, Cactus, Waddell, and Bell Roads TI Design, Surprise, AZ — Project Engineer.**

With this project, Kimley-Horn successfully managed ADOT's first CMAR project in the Valley. Kimley-Horn designed improvements for the Cactus, Waddell, and Bell Road intersections at SR 303L including ultimate crossroad construction; a single point urban interchange at Bell Road; relocating existing utilities and two irrigation wells; aesthetic treatments and enhancements for the bridges, fences, and lighting; innovative traffic control and temporary detour concepts; ADOT's first semi-permanent span-wire traffic signals; and drainage facilities for the improved crossroads. Additionally, the Kimley-Horn team coordinated with numerous developers and agencies involved in the corridor and the CMAR contractor, optimizing the design for ease of construction and cost savings.

#### **US 60 (Grand Avenue), SR 101L to McDowell Road, Phoenix, Glendale, and Peoria, AZ — Project Engineer.**

This 13-mile-long project traverses through the cities of Phoenix, Glendale, and Peoria. The existing roadway requires upgrading to enhance aesthetics and functionality for pedestrians. Design features include simplifying access to improve traffic flow, upgraded ADA requirements, intersection improvements and signal modifications, landscaping to enhance the project corridor, substantial utility coordination and relocation, new street lighting, on-site drainage improvements, bus bay design, and right-of-way determination and coordination.



# STATEMENT OF QUALIFICATIONS *Saguaro Boulevard* RECONSTRUCTION DESIGN SERVICES



## **Bob Eichinger, P.E., CFM – Drainage Lead**

### » PROFESSIONAL CREDENTIALS

- ▶ Master of Science, Civil Engineering, Arizona State University, 1987
- ▶ Bachelor of Science, Civil Engineering, Arizona State University, 1984
- ▶ Registered Professional Engineer (Civil) in Arizona (#24767), California (#C44707), and Nevada (#012880)
- ▶ Certified Floodplain Manager, Association of State Floodplain Managers (#US-03-00962)
- ▶ Sediment Engineering (HEC-6 and HEC-6T)
- ▶ River Analysis Systems (HEC-RAS - steady and unsteady flow)
- ▶ Fluvial Geomorphology for Engineers
- ▶ Arizona Floodplain Management Association

### » RELEVANT EXPERIENCE

**Chandler Boulevard/Alma School Road Intersection, Chandler, AZ — Drainage Engineer.** Kimley-Horn is finalizing design services to improve capacity within one of Chandler's busiest intersections by widening to three travel lanes and a bicycle lane in each direction with dedicated right-turn lanes, dual left-turn lanes and bus pullouts. Kimley-Horn's design responsibilities include roadway, drainage, traffic signals, signing/pavement marking, ITS, landscaping, street lighting, utility coordination/design, right-of-way determination/acquisition documents and significant stakeholder coordination.

**56th Street from Deer Valley Road to Pinnacle Peak Road, Phoenix, AZ — Drainage Engineer.** This project will construct 56th Street from Deer Valley Road to Pinnacle Peak Road for the City of Phoenix. Kimley-Horn was responsible for preliminary design of the ultimate 56th Street improvements which consists of two travel lanes and a bike lane in each direction separated by a raised center median. For final design, Kimley-Horn is preparing final construction documents for the interim 56th Street improvements consisting of the west half of the ultimate 56th Street improvements. Our responsibilities include pavement design; design of new storm drain systems, private utility coordination; coordination of adjacent developer improvements; new street lighting; and public involvement.

**87th Avenue Drainage and Roadway Improvements (Olive Avenue to Hatcher Road), Peoria, AZ — Drainage Engineer.** Kimley-Horn designed storm drain and roadway improvements along 87th Avenue, between Olive Avenue and Hatcher Road in the City of Peoria. The storm drain improvements, which consisted of approximately 1,500 linear feet

of 48-inch diameter pipe, were part of the recommended improvements in the Downtown Peoria Area Drainage Master Plan, which was also completed by Kimley-Horn. Design challenges included a tight design corridor, significant utility coordination and relocation, public participation, and a very rigid construction schedule. As the project was located within the vicinity of an elementary school, the project schedule focused on the objective of starting and completing construction during the school's summer break session.

**99th Avenue from I-10 to Van Buren Street Widening, Avondale, AZ — Drainage Engineer.** Kimley-Horn completed final and post design services for this one-mile arterial street improvement project along 99th Avenue from I-10 to Van Buren Street. The project significantly improved traffic operations and provided additional capacity to meet the needs of adjacent development in the area. 99th Avenue was reconstructed to provide three travel lanes and a bicycle lane in each direction with a striped median. The improvements included three new traffic signals, retention basin facilities, new 12-inch waterline, and several major utility relocations including irrigation, overhead power, and a SRP well. Kimley-Horn provided design services for roadway, drainage, signing/pavement marking, traffic signals, street lighting, utilities, right-of-way, and environmental clearance. The project required extensive coordination with the cities of Avondale, Phoenix and Tolleson, and private businesses/developers. Kimley-Horn assisted in the development of a Joint Project Agreement between ADOT and the cities of Avondale and Tolleson regarding right-of-way, access control, and maintenance of proposed improvements.

**Final Design of 24th Street between Avenue 6E and Avenue 9E, Yuma, AZ — Drainage Engineer.** Kimley-Horn provided roadway design services for the 24th Street Widening and Improvements project for the City of Yuma. This three-mile urban arterial roadway project consisted of widening 24th Street to a City standard primary arterial street section. The Kimley-Horn team provided project management services, utility coordination and relocation design, right-of-way engineering, public outreach, engineering studies (traffic, drainage, and geotechnical), and preparation of final construction documents.

**Grant Road Improvement Plan, Tucson, AZ — Drainage Planner.** Kimley-Horn is developing the Grant Road DCR, which includes a five-mile section of Grant Road from Oracle to Swan Roads. Major components include offsite hydrologic analysis, existing hydraulic analysis, and analysis of new hydraulic structures to reduce roadway flooding. An extensive public participation process is included in the project and will respond to the design and redevelopment preferences and desires of area neighborhoods and businesses.



**TEAM MEMBER**

Donald R. Campbell

**AFFILIATION/  
TITLE**

Principal Landscape Architect  
President and Owner, The Campbell Collaborative, Inc. for 30 years

**EDUCATION**

Bachelor of Landscape Architecture, University of Arizona – 1978

**AFFILIATIONS**

A.S.L.A. (American Society of Landscape Architects)  
C.L.A.R.B. (Council of Landscape Architectural Registration Boards)  
Sr. High Youth Coordinator, Desert SW Conference, United Methodist Church  
Lura Turner Group Homes, Board Member

**PROFESSIONAL  
REGISTRATION**

Arizona, California, Nevada, Utah, Texas, New Mexico  
Certified Landscape Irrigation Auditor

**NOTABLE LOCAL PROJECTS**

Ro Ho En Japanese Friendship Garden at Margaret Hance Park - Phoenix Point of Pride Award 2004  
Avenue of the Fountains, Fountain Hills

ASU West Campus Bookstore Courtyard

Fire Station #602, Scottsdale LEED Platinum

ASU Law Library, Tempe

Gilbert Esplanade, Gilbert

Glendale Regional Fire & Safety Training Facility

Apache Pioneer School & Plaza, St. Johns

Gila River Indian Community Centers

DEMA Readiness Center, Yuma and Tempe

Fountain Head Apartments, Tempe

Phoenix Fire Training Center

ASU Sports Traditions Plaza, Tempe  
Apache Junction Administration Building

Elona Ranch Middle School, Gilbert

Mesa High School, Mesa High

San Noterra Apartments Phoenix

DEMA Readiness Center, Florence

Fire Station #1, Peoria

Fire Station #2, Peoria

Fire Station #11, Gilbert

DEMA Readiness Center, Florence

Current work includes on-going projects with Scottsdale, Mesa Unified, Laveen, and Maricopa School Districts, Mark-Taylor Development, military and DEMA installations and several major hotel and retail/commercial clients.

In addition to Don's creative design talents, he maintains a thorough knowledge and understanding of grading design, landscape design, native plant studies, pumping systems, recreational design, hardscape design, irrigation system design and landscape detailing.

LEED (Leadership in Energy & Environmental Design) "Green Building" Concepts:

Having been involved in over 30 LEED Design Projects, Campbell Collaborative can assist owners/developers in searching the possibilities for securing all the additional and potential points available in the site development (including Landscape, Irrigation, Hardscape, Water Re-use and Shading). The Campbell Collaborative utilizes these concepts throughout its hardscape, landscape and irrigation design process by striving to diminish the "heat island" by proper selection and placement of plant material so as to control the effect of temperature or environment on buildings and surrounding areas. The firm achieves water conservation through various innovative approaches such as recycling gray water and treated water, water harvesting, rain and/or moisture sensors, drip irrigation, solar equipment and choice of drought-tolerant plants.



# RICKER ■ ATKINSON ■ McBEE ■ MORMAN & ASSOCIATES, INC.

*Geotechnical Engineering ■ Construction Materials Testing*  
2105 South Hardy Drive, Suite 13, Tempe, AZ 85282  
Telephone (480) 921-8100 ■ Facsimile (480) 921-4081



## **KENNETH L. RICKER, P.E., Senior Geotechnical Engineer**

### EDUCATION

B. S. Civil Engineering, 1968, Illinois Institute of Technology  
M.S.E., Soil Mechanics, 1969, Arizona State University

### REGISTRATION

Professional Engineer, State of Arizona

### EXPERIENCE

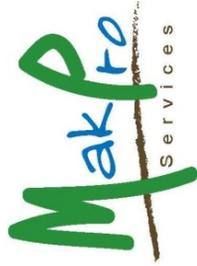
Mr. Ricker is a Principal and co-founder of the firm of RAMM. He brings over 40 years of local geotechnical engineering experience to our staff.

### RELEVANT GEOTECHNICAL ENGINEERING EXPERIENCE

Pavement Evaluation of Saguaro Boulevard from Shea Boulevard to Fountain Hills Boulevard, Fountain Hills Boulevard from Palisades Boulevard to Fountain Hills Middle School, and Palisades Boulevard from Saguaro Boulevard to Fountain Hills Boulevard: This project involved a field (50 test borings) and laboratory program and submission of a geotechnical engineering report containing extensive information relating to conditions along the alignment as well as alternate recommendations for rehabilitation to meet both 10 and 20 year design life.

This report contained site development recommendations, discussion relating to materials suitability and requirements, and site preparation and grading procedures in pavement areas. Existing pavement conditions were extensively documented by photos, notes and in tabular format in report appendices; these contained descriptions and conditions of each segment (including pavement thickness condition at each test boring), visual pavement evaluation along entire alignment with pavement evaluation ratings and Pavement Quality Index as requested by the Town of Fountain Hills, and existing roadway pavement and photo log locations.

Mr. Ricker also provided geotechnical engineering for the following Town of Fountain Hills projects: Saguaro Boulevard Sidewalks at Colony Wash, Fountain Hills and Central Trailheads, Shea Boulevard Bike Path, Fountain Hills Community Center, Fountain Hills Civic Center and Desert Vista Park (Maricopa County Park).



**TERESA MAKINEN**  
**MakPro Services, LLC**  
Principal

Teresa Makinen has over 15 years of experience in public involvement, outreach, meeting facilitation, and meeting management for a wide variety of projects of all size and scope. Her specialty is public involvement and outreach projects that directly impact communities, residents, and businesses on a more intimate or intense scale, such as streetscape and enhancement, transportation, and recreation projects. Unlike larger companies, Teresa enjoys working closely with stakeholders and coordinating locally in a “grass roots” effort to understand their needs and concerns. She has a unique ability to discuss the issues and build trust with stakeholders, which leads to beneficial communication between project owners, the project team and affected interests. She works to build lasting relationships with stakeholder interests on behalf of the project and for the long-term benefit of project owners. She appreciates the relationships she’s had the opportunity to develop through her work, with both clients and affected stakeholders, and believes that it’s this kind of “relationship building” that sets MakPro Services apart when it comes to effective communications. Almost all of MakPro’s projects are for repeat clients, so relationships are not just important – they are everything!

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**EXPERIENCE:**

1998 - Present MakPro Services, LLC

**EDUCATION:**

B.S., Accountancy, Arizona State University

**RELEVANT PROJECTS:**

**City of Chandler – South Arizona Avenue Improvements Project:** Teresa Makinen managed the public involvement effort and worked as part of the project team to coordinate and manage meetings with the public, Downtown Chandler Community Partnership (DCCP), downtown business and property owners, local organizations and other stakeholders. This project resulted in the construction of streetscape improvements to Arizona Avenue through the downtown. In June 2011, Teresa received a “service award” from the downtown businesses (DCCP) for her ability to communicate during design and construction.  
*RJ Zeder, City of Chandler Development Services Director, 480.782.3400*

**City of Phoenix – Centennial Way Project:** Teresa Makinen managed the public involvement efforts for this design-build project for pedestrian enhancements and Arizona information as part of preparation for Arizona’s Centennial celebration. Teresa coordinated presentations to various downtown organizations, assembled a steering committee for early design work, and coordinated individual streetscape elements with the use of a working group of historians, the Inter-Tribal Council of AZ, and the County Supervisors Association of Arizona.  
*Tony Humphrey, City of Phoenix Project Manager, 602.495.2050*

**Town of Gilbert – Higley & Williams Field Road Improvements Project:** Teresa Makinen managed the public involvement effort for this project during conceptual design thru construction which included an intersection widening. However, there were several long-time businesses and residents that were approached during conceptual design to identify project issues and better understand how to accommodate their needs to the extent possible with the project design. *Edgar Medina, Town of Gilbert Project Manager, 480.503.675*

**Clayton Howard**  
Director of Survey

**Certifications**

Professional Land Surveyor Arizona # 50640

**Affiliations**

Member: Arizona Professional Land Surveyors (APLS)  
National Society of Professional Surveyors (NSPS)  
International Right-of-Way Association (IRWA)

Mr. Howard has 16 years of experience as a Land Surveyor, including geodetic control, boundary, topographic and ALTA/ACSM Surveys, easement descriptions and exhibits, ground control for aerial photography, terrestrial and mobile laser scanning, route surveys, construction staking, slope staking, field calculations, shoring and slope monitoring and as-built of major streets and project sites for commercial, industrial and residential projects in both the public and private sectors.

Clayton brings an innovative approach to design data acquisition with the use of LiDAR technology combined with traditional survey methodologies to deliver the best overall picture of the existing conditions for the design team.

**Relevant Experience**

Street Improvements (Mesa, AZ) – The project was completed for the City of Mesa Arterial Street Reconstruction Program, which included reconstruction of 1-1/2 miles of Southern Avenue 24th Street to Val Vista Drive, 1 mile of Stapley Drive between Brown Road and University Drive and 1 mile of Recker Road from Thomas Road to Freemont Drive. Project scope included reconstruction of sidewalk raps for ADA compliance, new Right-of-Way acquisitions for newly designed ramps, utility replacement / relocation and roadway resurfacing.

Hohokam Stadium, Oakland A's Facilities (Mesa, AZ) – Mr. Howard was the overall Project Manager responsible for this City of Mesa project that included full LiDAR mapping of Hohokam Stadium and Fitch Park. Project required LiDAR scanning of several baseball fields, buildings, and surrounding roads (that included: 0.5 miles of Center Street, and 0.3 miles of 6<sup>th</sup> Street, and 0.25 miles of 14<sup>th</sup> Street). The project also included full utility mapping and location services, Boundary Survey and Easement determination that were conducted utilizing conventional survey.

Maricopa Road Extension (Gila River Indian Community, AZ) – The project was a half mile extension of Maricopa Road to the new casino/hotel located within the Wild Horse Pass Development Authority. The project included a bridge spanning the Gila Floodway and an access road from the proposed 48th Street extension east to the site. Services include data collection, and right-of-way documents in accordance with BIA Western Regional Office (BIA-WRO) standards. WHPacific completed the topographical survey for this project using the Lynx Mobile Mapper.

BIA Route N8084 (Many Farms, AZ Navajo Nation) – Route N8084, near Many Farms, Arizona, is a 2-lane dirt roadway with minimal drainage improvements. This road is an important route that local residents use to access the surrounding communities; however, access is often cut off due to flooding. 15 miles of N8084 were designed as a 2-lane, all-weather, asphalt-surfaced roadway. The project included a detailed drainage analysis, the design of three bridges, and one concrete box culvert, extensive drainage improvements, and several major realignments to the existing route. WHPacific completed the topographical survey for this project using the Lynx Mobile Mapper.

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.

[Scope of Work]

See following pages.



**SCOPE OF WORK  
FOR DESIGN AND BID OF SAGUARO BLVD. RECONSTRUCTION**

**A. GENERAL**

1. The Project Scope of Work is generally described as follows:

The Saguaro Boulevard Reconstruction project consists of approximately 3.5 miles of full depth pavement reconstruction of the existing roadway profile from Trevino Drive to Fountain Hills Boulevard. Additional work includes replacement of existing extruded curb with new curb and gutter, drainage improvements at Saguaro Boulevard/Palisades Boulevard intersection and at three locations along Desert Canyon Golf Course, median modifications at the 3-way stop Saguaro Boulevard/Avenue of the Fountains intersection, and traffic signal replacement at the Saguaro Boulevard/Palisades Boulevard intersection. The traffic signal replacement design and construction will be paid for by a separate Capital Improvements Projects (CIP) funding and will require separate design and bid packages. Consultant shall provide the Town the following services (“Services”) in conjunction with the above scope of work:

- Design Development,
- Construction Documents
- Bid and Award Services
- Construction Phase Engineering Services

The Town’s representatives for this Project is Development Services Director, Paul Mood.

2. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all reports, plans, designs, drawings, specifications and other Services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
3. This Agreement sets forth the construction budget for the Project. Consultant shall complete the Design and Construction Documents, such that construction cost of the Project designed by Consultant will not exceed the construction budget and shall not proceed from one phase to another unless the budget for the phase is in compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, Consultant shall immediately notify the Town.
4. Consultant shall maintain a log of all meetings, site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to the Town or if applicable, for inclusion in the overall Project documentation.

5. All Services performed under this Agreement shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services. The name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.
6. All designs, plans and specifications prepared by Consultant shall comply with applicable engineering and design standards to include, but not be limited to, MAG Standard Details and Specifications (current edition), Town of Fountain Hills Supplement to MAG Standard Details and Specifications (current edition), and the Americans with Disabilities Act, as determined by permitting agencies.
7. If Consultant provides defective, incomplete, unclear, or uncoordinated documents in preparing the specifications and contract documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by Consultant.
8. Consultant shall attend two public meetings/open houses for this project. The public meetings will be held after review of the 30% submittal and at or after review of the 95% submittal.
9. Timing is of the essence for this Agreement. Times for performance may, upon mutual agreement of the Town and Consultant, be extended as necessary for delays or suspensions due to circumstances beyond Consultant's control.

## **B. PRE-DESIGN PHASE**

### **1. PROJECT INITIATION**

- 1.1 Upon final execution of the Agreement with the Town, the Consultant shall:
  - 1.1.1 Meet with the Town and its representatives to prepare a detailed design schedule. The Consultant shall produce the final design schedule, which shall include a critical path method schedule (the "Schedule") prepared in a format acceptable to the Town. Upon request by the Town, the Consultant shall provide the Town with an updated Schedule and a recovery schedule for any critical path tasks not anticipated to be completed on schedule.
  - 1.1.2 This design schedule shall identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, engineering programming, concepts and schematic design preparation, coordination and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables including plan submittals to all utilities and permitting agencies.
  - 1.1.3 Review the developed work plan with the Town and its representatives to familiarize them with the proposed tasks and design schedule and develop necessary modifications.

- 1.1.4 Participate in a general Project kick-off meeting to include the Consultant's appropriate sub-consultants, Town staff and/or other stakeholders.
  - 1.1.4.1 The project kick-off meeting will introduce key team members from the Town and the Consultant to each other defining roles and responsibilities relative to the Project.
  - 1.1.4.2 Identify and review pertinent information and/or documentation necessary from the Town for the completion of the Project.
  - 1.1.4.3 Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - 1.1.4.4 Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - 1.1.4.5 Prepare and distribute minutes of the project kick-off meeting.

## **2. DEVELOPMENT OF ENGINEERING PROGRAM**

Identify design issues relating to functional need, directives and constraints imposed by regulatory codes, complete design checklist as provided by the Town. The design of the Project shall take into consideration impacts of the Project on neighboring commercial and residential uses.

- 2.1 Complete the Town's design information check list below:
  - 2.1.1 Identify critical issues affecting project completion.
  - 2.1.2 Identify significant site considerations.
  - 2.1.3 Identify applicable permit requirements, code requirements, and Town, County, State and Federal requirements.
  - 2.1.4 Identify utility locations for all Town and outside agency utilities impacting the project and develop a plan to address the conflicts.
  - 2.1.5 Review Town and utility company "As Built" plans that impact the project.
  - 2.1.6 Obtain a list of Special Issues and concerns from the Town representative for the project.
- 2.2 Manage the design schedule and budget to meet the Town requirements.

## **3. MEETINGS**

During the Pre-Design Phase it is anticipated that approximately one meeting will be convened between the Town and the Consultant. Such meetings shall not exceed one day in duration and will be held at the Municipal Complex in the Town of Fountain Hills. These meeting notes shall be distributed by the Consultant within 48 hours of the meeting. Documented decisions made at such meetings and subsequently approved by

the Town shall be binding with respect to the implementation of the scope of services. In no event shall such documented decisions be interpreted as amending this Agreement. Any revisions or reconsiderations of such decisions shall require an amendment to this Agreement and a change in the scope of services of the Consultant.

#### **4. DELIVERABLES**

Consultant shall present and review with the Town the summary and detail of the Pre-Design Phase Services work.

### **C. DESIGN PHASE**

#### **1. GENERAL**

1.1 The proposed improvements are more specifically described as follows:

1.1.1 This project will be delivered using a Design-Bid-Build method of procurement.

1.1.2 The Consultant shall be responsible for coordinating and consulting with the Town during the design development and construction of this project.

1.1.3 During the Design Phase it is anticipated that progress meetings will be convened monthly between the Consultant, Town and other project stakeholders. Such meetings will normally be held at the Municipal Complex at the Town of Fountain Hills. These meeting notes shall be distributed by the Consultant within 48 hours of the meeting. Documented decisions made at such meetings and subsequently approved by the Town shall be binding with respect to the implementation of the scope of services. In no event shall such documented decisions be interpreted as amending this Agreement.

1.2 The proposed improvements are more specifically described in the following paragraphs.

#### **2. SURVEYS AND MAPPING**

2.1 Topographic Survey

2.1.1 Consultant shall provide topographic survey services for this project to prepare electronic CADD base files depicting existing topographic features.

2.1.2 Consultant shall survey for horizontal and vertical control for topographic surveys and supplemental ground surveys.

2.2 Ground Survey

Consultant shall provide ground survey services for this project. The work shall include providing horizontal and vertical control points for the topographic survey, providing cross sections of existing pavement, medians and curbs.

## 2.3 Utility Location Survey

2.3.1 Consultant shall provide locations of existing utilities for this project. The work shall include locating overhead lines and poles, manholes, valves, meter boxes, risers, and underground utilities.

2.3.2 Consultant shall obtain necessary as-built information and perform potholing to adequately identify underground utilities.

2.4 Completed surveys and maps shall be recorded in an acceptable format and, upon approval, the books, maps, drawing files and other diskettes shall be submitted to the Town for archiving.

## 3. MATERIALS INVESTIGATION AND DESIGN

### 3.1 Geotechnical Investigation

3.1.1 Consultant shall provide geotechnical services for this project. If necessary, Consultant shall perform test borings to determine subsurface conditions for the proposed new drainage features, pipe materials, etc. The pavement design shall be based on the Pavement Evaluation for Saguaro Boulevard, Fountain Hills Boulevard, and Palisades Boulevard dated July 12, 2012.

3.1.2 Consultant shall prepare a geotechnical investigation work plan and/or a boring plan to be submitted to the Town for review and approval prior to proceeding with the work.

3.1.3 Consultant shall prepare a Geotechnical Report that summarizes the results of all data collection and presents recommendations for earthwork factors (shrink and swell), permanent and temporary cut and fill slope rates and stability, groundwater, Ph and resistivity, as well as any high soil moisture content or high soil sulfate level locations for pipe material selection.

### 3.2. Pavement Design

Consultant shall provide pavement designs based on information obtained from the previously completed Pavement Evaluation for Saguaro Boulevard, Fountain Hills Boulevard, and Palisades Boulevard dated July 12, 2012. The pavement design shall be in accordance with the requirements of the Town Engineer, the East Valley Asphalt Committee (EVAC) and MAG. Consultant shall present advantages and disadvantages of the pavement alternatives and assist the Town with the recommendations for final pavement design.

## 4. PUBLIC INFORMATION MEETINGS

Town will be responsible for organizing and scheduling public information meetings. Consultant shall allow for attendance and preparation of materials for open-house public information meetings over the course of design, occurring after the review of the 30% plans and at or after the 95% submittal. Consultant shall be responsible for preparing

presentation boards depicting the overall limits of the project, typical roadway sections, and landscaping details for the open-house meetings. Consultant shall also be prepared to discuss impacts to traffic and access during construction.

## **5. UTILITY COORDINATION**

5.1 Consultant shall obtain as-built information, shall indicate existing utilities and planned relocations on construction plans, and shall assist with communication and coordination with the utility companies. Any relevant utility information shall be shown on the plans prior to submittal to utility companies for review. All work shall be performed in accordance with applicable Town standards.

5.2 Consultant shall organize and lead utility coordination meetings at an agreed upon location as required. Consultant shall prepare and distribute meeting minutes to all attendees.

### **5.3 Existing Information**

5.3.1 Consultant shall use all available utility location information. This information shall be shown on the plans prior to submittal to the utility companies.

#### **5.3.2 Identification of Utilities:**

5.3.2.1 Consultant shall contact Blue Stake to obtain the most current information about utilities having facilities within the project area. Consultant shall use this information to obtain utility as-built information from all the utility companies serving the project area, including the Town. Some utilities may not be shown on Blue Stake records and may require a set of plans to determine potential conflicts.

5.3.2.2 Consultant shall prepare an electronic CADD file depicting the horizontal locations of existing utilities both overhead and underground. The horizontal locations of the existing utilities shall be determined by the Consultant based on utility as-built information supplemented by topographic survey (Level C utility designating as described by the American Society of Civil Engineers' (ASCE) *Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data* published in 2003).

5.3.2.3 Where elevations are necessary for the determination of conflicts, Consultant shall provide a list of the possible conflict locations and conflicting utilities. This list shall be used for identification of potholing locations to provide accurate horizontal and vertical location of the utility following completion of 30% plans. Consultant will perform potholing coordination as required.

## **5.4 Utilities Conflicts and Adjustments**

- 5.4.1 Consultant shall determine any utility conflicts that require the utility to be relocated or adjusted, and shall advise the Town.
- 5.4.2 Consultant shall advise the Town of relocations, replacements, or new facilities requested by the utility companies.
- 5.4.3 Consultant shall be responsible for reviewing relocation plans produced by utility companies to assure that utility conflicts are mitigated or eliminated and that proposed utility installations conform to the Town's requirements.
- 5.4.4 If applicable Consultant shall verify that prior rights documentation submitted by the utility companies represent the correct relocation area.
- 5.4.5 Only the Town may authorize utility companies to start design on relocation of their facilities where they have prior rights and want reimbursement for their design.

## **5.5 Utility Special Provisions & Clearance Letter**

- 5.5.1 Consultant shall prepare Utility Special provisions. The utility special provisions shall include the following:
  - 5.5.1.1 List of utility companies in the area, and contact person's name and telephone number.
  - 5.5.1.2 A statement that there are no utility conflicts.
  - 5.5.1.3 Work to be performed by utility companies during project construction.
  - 5.5.1.4 Completion date or schedule for each utility conflict to be removed by utility company.
  - 5.5.1.5 Work to be performed for the utility company by the Contractor.
  - 5.5.1.6 Utility license, permit, insurance or right of entry requirements.
  - 5.5.1.7 Utility company requirements related to protection of or construction adjacent to their facilities.
- 5.6 Consultant shall work with the utility companies to facilitate clearing of utilities. Consultant shall be responsible for preparing and obtaining actual clearance/conflict letters.

## **6. Roadway Design**

- 6.1 Consultant shall prepare 30% Initial Design, 60% Preliminary Design, 95% Final Design, and 100% Construction Documents on Town standard sheets using AutoCAD format for the roadway improvements. All design shall comply with Town standards and guidelines and shall be developed, at a minimum, in accordance with the requirements of the respective sections of this scope of work.

- 6.2 30% Initial Design Submittal. The following material shall be developed and submitted for review:
  - 6.2.1 Final roadway geometry and preliminary roadway plan and profile sheets
  - 6.2.2 Typical roadway sections
  - 6.2.3 Initial drainage plans and details
  - 6.2.4 Location of existing utilities and identification of initial utility conflicts
  - 6.2.5 Initial location of proposed utilities
  - 6.2.6 Initial development of intersection plans including basic geometry and channelization
  - 6.2.7 Graphic layout of proposed pavement markings
  - 6.2.8 Final ROW and easement requirements
  - 6.2.9 Final Geotechnical Report
  - 6.2.10 Final survey information
  - 6.2.11 30% Consultant's construction cost estimate
  
- 6.3 60% Preliminary Design Submittal. The following material shall be developed and submitted for review:
  - 6.3.1 Preliminary design sheet with index and general notes and special details
  - 6.3.2 Pre-final roadway plan and profile sheets
  - 6.3.3 Final typical roadway sections
  - 6.3.4 Pre-final drainage plans and details and Draft Drainage Technical Design Memo
  - 6.3.5 Identification of final utility conflicts and preliminary plans of utility installations and/or relocations to be included in project construction
  - 6.3.6 Preliminary special details
  - 6.3.7 Pre-final intersection plan sheets
  - 6.3.10 Preliminary signing and pavement marking plans
  - 6.3.11 Preliminary traffic signal plans
  - 6.3.12 Preliminary landscape and irrigation plans, summaries, and details and proposed sources of water and power
  - 6.3.15 Specification section paragraphs
  - 6.3.16 Preliminary Bid Schedule
  - 6.3.17 60% Consultant's construction cost estimate

- 6.4 95% Final Design Submittal. The following final material shall be completed, checked and submitted for review:
  - 6.4.1 Design sheet(s) with index and general notes
  - 6.4.3 Special details
  - 6.4.4 Typical roadway sections
  - 6.4.5 Roadway plan and profile sheets
  - 6.4.6 Drainage plans and details and Final Drainage Design Technical Memorandum
  - 6.4.7 Utility installation/relocation plans and details to be included in project construction from utility companies
  - 6.4.8 Intersection plans and details
  - 6.4.11 Signing and pavement marking plans
  - 6.4.12 Traffic signal plans
  - 6.4.13 Landscape and irrigation plans and details
  - 6.4.16 Final design calculations
  - 6.4.17 Final specifications
  - 6.4.18 Special Conditions
  - 6.4.19 Final Bid Schedule
  - 6.4.20 95% Consultant's construction cost estimate
  
- 6.5 100% Construction Documents Submittal. The following material shall be submitted to the Town for completion of the project:
  - 6.5.1 A complete reproducible set of sealed and signed contract plans necessary to bid and construct the improvements identified in this Agreement.
  - 6.5.2 A complete reproducible set of sealed and signed specifications and special provisions necessary to bid and construct the improvements identified in this Agreement.
  - 6.5.3 A complete reproducible bid schedule necessary to bid and construct the improvements identified in this Agreement.
  - 6.5.4 Electronic versions of all plan sheets in fully AutoCAD compatible format on compact disk (CD) in CD-R format.
  - 6.5.6 Final survey computations and original field books.
  - 6.5.8 100% Consultant's construction cost estimate.

## **7.0 DRAINAGE DESIGN**

- 7.1 Consultant shall prepare designs and construction documents for four different locations within the project limits. The Consultant shall develop a design to mitigate flooding and pavement drainage for the different locations. The drainage design will follow the requirements set forth in the Town standards and the Flood Control District of Maricopa County “Drainage Policies and Standards”. The four different locations are as follows:
- Saguaro Boulevard and Palisades Boulevard Intersection (following Town of Fountain Hills Palisades/Saguaro Blvd Storm Drain Plans)
  - Saguaro Boulevard and Palmer Wash (following the Town of Fountain Hills Minor Drainage Improvements Plans)
  - Saguaro Boulevard and Nicklaus and Cypress Point (following the Town of Fountain Hills Minor Drainage Improvements Plans)
  - Saguaro Boulevard and Church Wash Inlet (following the Town of Fountain Hills Minor Drainage Improvements Plans)

Consultant will not provide any additional drainage analysis or design for Saguaro Boulevard, pavement drainage and street intersections, pavement edge treatments (curb and gutter drainage) other than identified within this scope of work.

- 7.1.1 The drainage design shall include catch basins, storm drains, connector pipes, headwalls with trash racks and erosion protection.
- 7.2 Consultant shall prepare a Drainage Design Technical Memorandum. The Technical Memorandum will document the evaluation of the proposed design.
- 7.3 Consultant shall prepare a Draft Drainage Design Technical Memorandum for review at the 60% submittal. Consultant will respond to one set of comments from the Town. Consultant will address and respond to the comments and prepare a Final Drainage Design Technical Memorandum at the 95% submittal.
- 7.4 Consultant shall coordinate with the Ashbrook Wash Project. The Ashbrook Wash Project is currently being designed by the Flood Control District of Maricopa County. The Ashbrook Wash Project is a wash improvement project at the Ashbrook Wash crossing of Saguaro Boulevard. The District is replacing the existing corrugated metal pipe culverts with a six barrel reinforced box culvert. Coordination shall include attending District design progress meetings, identifying pavement sections, lane widths, project phasing, and traffic control. The Consultant shall review the Ashbrook Wash plans submitted by the District for coordination with the Saguaro Boulevard project and provide comments to the Town and the District.

## **8. SIGNING DESIGN**

- 8.1 Consultant shall prepare designs and construction documents for signing for the roadways within the project limits that are consistent with current signing practice and in

conformance with the Manual on Uniform Traffic Control Devices (MUTCD), including the Arizona Supplement and Town standards.

8.2 Non-standard signs shall be detailed on the project plans following the formats given in the above referenced documents. A signing summary, a detailed summary of quantities, and any special provisions shall be included with each submittal beginning with 60% design submittal.

8.3 Signing shall be included on the pavement marking plans.

## **9. PAVEMENT MARKING DESIGN**

9.1 Consultant shall prepare design and construction documents for permanent pavement marking of the roadways within the project limits in conformance to the requirements of the MUTCD, including the Arizona Supplement. Pavement marking plans shall be prepared at a scale of 1"=50'. Types of marking or delineation materials will be in accordance with the Town standards.

9.2 A graphical representation of the roadway pavement marking layout shall be provided at the 30% design submittal to allow verification of the geometric design in relationship to the desired marking configuration.

9.3 Permanent pavement marking of the roadways within the project limits shall be shown to include center, edge and lane line striping, stop lines, crosswalks, arrows, legends and symbols, raised or recessed pavement markers, object markers, delineation or other markings as may be consistent with the needs of the project with each submittal beginning with 60% design submittal.

9.4 A detailed summary of quantities and marking special provisions shall be included with each submittal beginning with 60% design submittal.

## **10. TRAFFIC SIGNALIZATION DESIGN**

10.1 Consultant shall prepare design and construction documents for the traffic signal modification located at Saguaro Boulevard and Palisades Boulevard in conformance with the requirements of the MUTCD, including the Arizona Supplement and current Town standards. Traffic signal plans shall be prepared at 1"=20' scale. Traffic signal plans shall be prepared as a separate design package and be included with each submittal beginning with the 60% design submittal, and shall include at a minimum:

10.1.1 Traffic signal layout including poles, conduit, pull boxes and controller cabinet

10.1.2 American with Disabilities Act (ADA) Requirements for pedestrian signals and pedestrian pushbuttons

10.1.3 Summary with pole type, foundation, mast arm and signal head data

10.1.4 Conduit, conductor and pull box schedules

- 10.1.5 Phasing movement diagrams
  - 10.1.6 Electric point of service for traffic signal
  - 10.1.7 Video detection or loop detector layout and details
  - 10.1.8 Signal interconnect layout and details
  - 10.1.9 General and construction notes
- 10.2 Traffic signals or box-in for future signalization will be placed at the following locations:
- 10.2.1 Saguaro Boulevard and Avenue of the Fountains intersection

## **11. Cost Estimates**

- 11.1 Consultant will prepare detailed quantity summaries and construction cost estimates in a format acceptable to the Town at the 30%, 60%, 95% and 100% design submittals.
- 11.2 Allowances for design, bidding or construction, if included in the estimate, are to be shown as individual line items.

## **12. SPECIFICATIONS**

- 12.1 Consultant shall develop technical specifications for the project in a format that follows the Maricopa Association of Governments (MAG) format. Specifications shall be developed as follows:
  - 12.1.1 Schematic Design (30%) – List the technical Specification sections to be included in the contract documents.
  - 12.1.2 Design Development (60%) – Include a paragraph summary of all technical Specification sections.
  - 12.1.3 Construction Documents (95-100%) – Provide the complete technical Specification package suitable for constructing the project.

## **13. SPECIAL PROVISIONS**

- 13.1 Consultant shall prepare the Special provisions for items, details, and procedures not adequately covered by Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction, Town of Fountain Hills Supplements, Maricopa County Department of Transportation Supplements, Arizona Department of Transportation Standard Specifications for Road and Bridge Construction and other specifications identified by the Town. Special provisions will be provided at the 60%, 95% and 100% Submittals.

- 13.2 Consultant shall identify critical elements of construction, including but not limited to, construction limits, access requirements, potential night construction, coordination with affected local agencies (police, fire, etc.), traffic lanes open, utility trench close ups, and critical materials requiring advanced purchase.

#### **14. BID SCHEDULE**

Consultant shall prepare the Bid Schedule for all items determined to be pay items for the project. Bid Schedules will be prepared in a format acceptable to the Town and will be provided at the 60%, 95% and 100% Submittals.

#### **15. REVIEWS AND SUBMITTALS**

- 15.1 Review and coordination of the Consultant's work by the Town will continue through the project development process.

- 15.2 Submittals for review shall be made when the studies and/or plans have been developed to the following levels of completion:

15.2.1 Pre-design Documents

15.2.2 30% design

15.2.3 60% design

15.2.4 95% design

- 15.3 Consultant shall distribute copies of the review submittals and finalized documents per the Town's instructions. For each review submittal, Consultant shall coordinate the method of distribution and review comment return deadline with the Town in advance so as to ensure thorough and timely reviews of deliverables.

- 15.4 The Town's review of submittals will include technical content, incorporation of previous comments and completion of design and details, as well as:

15.4.1 Conformance with Town requirements.

15.4.2 Completeness of the contract documents.

15.4.3 Compatibility of plans, specifications, and Special provisions.

15.4.4 Coordination between disciplines, phases and outside parties.

15.4.5 Clarity of the contract documents.

15.4.6 Consistency of presentation.

15.4.7 Return any documents and other materials provided for use on this project.

## **16. DELIVERABLES**

- 16.1 All reproduction is to be provided by Engineer and included as a reimbursable cost. The number of copies of each deliverable shall be confirmed with the Town prior to delivery for reproduction, and shall be sufficient for the required full and half size sets for all Town and outside agency and utility company reviewers. Deliverables for each submittal are as follows:
- 16.1.1 Thirty percent (30%) submittal – thirty percent (30%) working drawings, and required reports.
  - 16.1.2 Sixty percent (60%) submittal – sixty percent (60%) working drawings, specifications, Special provisions, and required reports.
  - 16.1.3 Ninety Five percent (95%) submittal – ninety five percent (95%) working drawings, specifications, engineering calculations, Special provisions and bid schedule.
  - 16.1.4 Final (100%) Submittal – final drawings, specifications, engineering calculations, Special provisions and bid schedule.
- 16.2 At each submittal Consultant shall provide the following:
- 16.2.1 A statement indicating any authorized changes made to the program from the last submittal.
  - 16.2.2 A statement certifying that the deliverables were reviewed using the Consultant'S QA/QC program prior to submittal.
  - 16.2.3 Project Design File including all correspondence, meeting, back check comments, checklists, calculations, etc. to date.
  - 16.2.4 Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes.

## **D. BIDDING PHASE**

### **1. PROJECT MANAGEMENT**

- 1.1 Consultant shall assist Town in preparing notices and advertisements to solicit bids for the Project.
- 1.2 Consultant shall coordinate the delivery of Bid Documents for printing, binding, wrapping and delivery to the bidders. Consultant shall monitor a list of bidders receiving Bid Documents maintained by reproduction facility.
- 1.3 In conjunction with the Town, Consultant shall conduct Pre-bid Conferences. These conferences shall be forums for the Town and Consultant to explain the Project requirements to the bidders, including information concerning schedule requirements,

time and cost control requirements, access requirements, the Town's administrative requirements, technical and other information.

- 1.4 Consultant shall respond to inquiries related to the contract documents. Consultant shall tabulate and maintain a summary of the inquiries received (verbal and written) and the responses made.
- 1.5 Consultant shall review Addenda for clarity, consistency and coordination among the bidders. Consultant shall distribute a copy of all Addenda to reproduction facility for distribution to each bidder receiving documents.
- 1.6 Consultant shall assist the Town in conducting the bid opening and shall evaluate the bids for bidder responsibility (including previous experience, capabilities and reputation for similar work), bidder responsiveness (including conformance to instructions, specifications and financial data required) and price. Consultant shall also advise the Town of the acceptability of subcontractors and material suppliers proposed by bidders. Consultant shall make recommendations to the Town concerning the acceptance or rejection of bids.
- 1.7 Consultant shall assist the Town in evaluating any bid protest filed.
- 1.8 In consultation with the Town and Construction Manager, Consultant shall conduct a Pre-Construction Conference during which Consultant shall review the Project organization, communication protocols, security, responsibilities and other general project procedures and other matters set forth in the construction contract documents.
- 1.9 Consultant shall assist the Town in verifying that the Contractor has secured the building permits, bonds, insurance, labor affidavits and waivers as required by the contract documents. Such action by Consultant shall not relieve the Contractor or the Town of their responsibilities to comply with the provisions of the contract documents.

**E. CONSTRUCTION PHASE**

1. Consultant shall participate in the Pre-Construction Conference. Meeting coordination and minutes shall be provided by the Construction Manager.
2. The Consultant will coordinate with the Contractor to answer/resolve any design related questions or issues that arise. The Construction Manager will coordinate all post design services and will act as the initial contact for construction phase questions.
3. If requested, Consultant shall participate in meetings with the Contractor. Meeting coordination and minutes shall be provided by the Construction Manager.
4. Consultant shall review submittals transmitted to the Construction Manager and forwarded to Consultant for shop drawings, project information, shop and mill test results and alternate products for compliance with the contract documents. The Construction

Manager shall provide a written estimate of time required to respond to the submittal at the time the Construction Manager forwards the submittal to Consultant. If Consultant believes the estimate is in error, Consultant shall, prior to commencing work, notify the Construction Manager in writing and advise of the reason Consultant believes the estimate is in error. Upon review, submittals shall be marked with appropriate comments by Consultant on all copies. Reviewed submittals shall be returned to Contractor via the Construction Manager for action.

5. Consultant shall respond to Requests for Information forwarded to Consultant by the Construction Manager. Consultant shall issue, as necessary, written and verbal interpretations and clarifications of the contract documents. Consultant shall prepare sketches to clarify contract documents where necessary. The Construction Manager shall provide a written estimate of time required to respond to the Request for Information at the time the Construction Manager forwards the Request to Consultant. If Consultant believes the estimate is in error, Consultant shall, prior to commencing work, notify the Construction Manager in writing and advise of the reason Consultant believes the estimate is in error.
6. Consultant shall correct any errors discovered in the plans and specifications and supplemental drawings. Consultant shall not be compensated for such services.
7. Consultant shall respond to requests for change orders forwarded by the Construction Manager and provide written recommendations to the Construction Manager for change orders. This work will involve Consultant's comments on change order memos and preparation of necessary sketches, if required. The Construction Manager shall prepare the change order documents. Construction Manager shall provide a written estimate of time required to respond to the request for change order at the time the Construction Manager forwards the request to Consultant. If Consultant believes the estimate is in error, Consultant shall, prior to commencing work, notify the Construction Manager in writing of the reason Consultant believes the estimate is in error.
8. Consultant shall respond to requests from the Construction Manager for recommendations regarding Work Change Directives. All design and engineering questions and revisions will be forwarded to Consultant by the Construction Manager for Consultant's written recommendation. The Construction Manager shall provide a written estimate of time required to respond to the request for regarding Work Change Directive at the time Construction Manager forwards the request to Consultant. If Consultant believes the estimate is in error, Consultant shall, prior to commencing work, notify Construction Manager in writing of the reason Consultant believes the estimate is in error.
9. Consultant will provide opinions and milestone observations in writing to the Construction Manager regarding compliance with plans and specifications for improvements that are observed by the Consultant at the time of the Consultant's site visits. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work.

Nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing work. Accordingly, Consultant can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with the contract documents. However, if during a milestone inspection, Consultant observes a construction means, method, technique, sequence or procedure which will delay the work or cause a defect in the work, Consultant shall immediately report such information to the Construction Manager.

10. Consultant shall attend technical meetings with the Town, Construction Manager, and/or Contractor regarding instrumentation and control or other highly technical equipment installation and operational issues.

## **F. POST CONSTRUCTION PHASE**

### **1. SUBSTANTIAL COMPLETION INSPECTION**

Consultant shall participate in a substantial completion inspection, prepare a punch-list of items noted during the walk-through, and transmit these to the Construction Manager.

### **2. FINAL COMPLETION INSPECTION**

Consultant shall participate in a final completion inspection, ensure that the substantial completions punch-list items have been completed, and transmit his final comments to the Construction Manager.

### **3. RECORD DRAWINGS**

As required by the contract documents, Construction Manager shall receive from the Contractor **certified** red-line construction record drawings and shall transmit these documents to the Consultant. Upon receipt of the red-line construction record drawings, Consultant shall prepare the as-built drawings on original mylars using information provided on the **certified** Contractor red-line drawings. Upon completion of the as-built drawings, Consultant shall submit the as-built drawings to the Construction Manager who is responsible for certifying the record drawings.

### **4. WARRANTY INSPECTION**

Consultant shall participate in the warranty inspection, generate comments resulting from that inspection, and transmit them to the Construction Manager.

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.

[Fee Proposal]

See following page.



Kimley-Horn  
and Associates, Inc.

February 18, 2014

Suite 300  
7740 N 16<sup>th</sup> Street  
Phoenix, Arizona  
85020

Paul Mood  
Town of Fountain Hills  
16705 E. Avenue of the Fountains  
Fountain Hills, Arizona 85268

RE: Town of Fountain Hills  
Saguaro Boulevard Reconstruction Design Services  
Fee Schedule

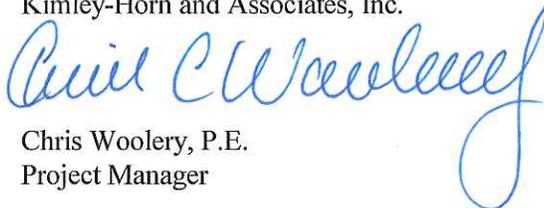
Dear Paul,

The following is Kimley-Horn and Associates, Inc. (Kimley-Horn) fee schedule for the Saguaro Boulevard Reconstruction Design Services:

Task	Total
Saguaro Boulevard Roadway Bond Design Services	\$312,663
Saguaro Blvd/Palisades Blvd Traffic Signal Design & Post Design	\$19,970
Bid Phase Services	\$8,600
Construction Phase Engineering Services	\$24,840
Public Involvement/Meetings	\$25,240
CCTV & Culvert Cleaning	\$6,750
Utility Potholing	\$24,800
Reimbursables	\$3,796
<b>Total:</b>	<b>\$426,659</b>

We very much appreciate the opportunity to work with the Town of Fountain Hills on this project. Should you have any questions please do not hesitate to contact me at (602) 216-1224 or [chris.woolery@kimley-horn.com](mailto:chris.woolery@kimley-horn.com).

Sincerely,  
Kimley-Horn and Associates, Inc.



Chris Woolery, P.E.  
Project Manager

cc: John Kissinger – Kimley-Horn, Robert Lyons – Kimley-Horn  
Enclosure

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