



TOWN OF PRESCOTT VALLEY, ARIZONA

CIP #CS2704 – Lakeshore – Lake Valley Intersection

*****Town of Prescott Valley Proprietary Agreement*****

This Agreement supersedes any and all AIA, CSI or other Documents Included in this Agreement Packet

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 22nd day of October, 2026 by and between the **Town of Prescott Valley**, a municipal corporation of Arizona (hereinafter the "TOWN"), and **Burgess & Niple, Inc.**, an Ohio corporation (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform professional design services for a project known and described as "**CIP# CS2704 – Lakeshore – Lake Valley Intersection**", (hereinafter the "PROJECT"). (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has found the CONSULTANT to be competent and capable of providing professional services for such projects.

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

ARTICLE 1. DESCRIPTION OF SERVICES

The CONSULTANT shall perform all the Professional Services tasks as described in the Scope of Services document 'Attachment A' and the Consultants Proposal Exhibit "A" and 'Attachments B & C' attached hereto and are expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually agreed upon in writing, to TOWN standards and in accordance with the degree of care and skill, which a Registered Professional in Arizona would exercise under similar conditions for a cost not to exceed \$155,550.32.

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the CONSULTANT, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into additional mutual agreements which add to the Services to be performed by the CONSULTANT (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

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



ARTICLE 2. SCHEDULE OF SERVICES

The CONSULTANT shall complete all Services within agreed time frame of the “Notice to Proceed” date, in substantial conformance with the schedule(s) set forth in Exhibit “A” and any Amendments hereto, unless otherwise agreed to by the TOWN. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the TOWN and the CONSULTANT.

ARTICLE 3. AGREEMENT TERM

Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through December 30, 2027 or until such time as the parties mutually determine in writing that all of the Services have been accomplished, whichever is sooner.

ARTICLE 4. PAYMENT

The TOWN will pay the CONSULTANT for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth in Exhibit “A” and any Amendments hereto.

The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. All invoices submitted to the TOWN for Services performed by the CONSULTANT shall refer, by date, to the Agreement under which the Services were performed. Invoices shall contain percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall contain copies of supporting documents and proof of expenditures.

In the event a Notice to Proceed is not issued to the CONSULTANT by the TOWN within sixty (60) days after the date first-above written, this Agreement shall terminate, and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement is to be construed as granting to the CONSULTANT an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES

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

ARTICLE 7. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the CONSULTANT's



failure to observe and adhere to such standards, the CONSULTANT shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the CONSULTANT's sole expense.

ARTICLE 8. INDEMNIFICATION

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

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

ARTICLE 9. PRESCOTT VALLEY BUSINESS REGISTRATION

The CONSULTANT and any Subconsultants may be required to acquire and maintain a Prescott Valley Business Registration for the duration of the PROJECT in accordance with Town Code Article 8-02, as determined by the Town Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.



A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation and in some cases Professional Liability, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the CONSULTANT's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

Deductible/Retention: The policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and the TOWN, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and Endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by date and project name, and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Project Manager
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314



If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The CONSULTANT hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the CONSULTANT or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

To the extent the CONSULTANT employs employees it shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

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

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate including bodily injury and property damage with respect to any of the CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with



an unimpaired limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or 10% of the construction budget, whichever is larger.

ARTICLE 11. SUSPENSION OF SERVICES

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

ARTICLE 12. TERMINATION

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

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

ARTICLE 13. EXAMINATION OF SERVICES

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

ARTICLE 14. PROGRESS

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



ARTICLE 15. OWNERSHIP OF WORK PRODUCT

All work products (electronically or manually generated) including, but not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect final drawings, field notes, data, and other related products, which are prepared in the performance of this Agreement, are and remain the property of the TOWN, upon payment in full for all Services rendered. The CONSULTANT shall, at the conclusion of the Services or at the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents in their original format (whether complete or partially complete) produced or collected by the CONSULTANT in its performance under this Agreement. The CONSULTANT shall, at its expense, reproduce and retain a copy of the drawings, estimates, specifications, field notes, or data collected or produced under this Agreement.

ARTICLE 16. NONDISCLOSURE

Except as otherwise required by law or this Agreement, the CONSULTANT, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement and shall not reference or discuss the Town or any project under the Agreement on social media or other public or private discussion board, website or other medium without the Town's express written permission.

ARTICLE 17. LAWS AND REGULATIONS

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

A. CERTAIN FEDERAL LAWS

The CONSULTANT understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to the TOWN that the CONSULTANT and each of its subconsultants ("Subconsultants") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "CONSULTANT Immigration Warranty").



A breach of the CONSULTANT Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONSULTANT to penalties up to and including termination of this Contract at the sole discretion of the TOWN.

The TOWN retains the legal right to inspect the papers of any CONSULTANT or Subconsultants employee who works on this Contract to ensure that the CONSULTANT or Subconsultant is complying with the CONSULTANT Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, conduct random verification of the employment records of the CONSULTANT and any subconsultants to ensure compliance with CONSULTANT's Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any random verifications performed.

Neither the CONSULTANT nor any Subconsultant shall be deemed to have materially breached the CONSULTANT Immigration Warranty if the CONSULTANT or Subconsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the CONSULTANT enters into with any and all of its subconsultants who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a CONSULTANT or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

ARTICLE 18. PATENT AND COPYRIGHT

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

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



ARTICLE 19. INDEPENDENT CONTRACTOR

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

ARTICLE 20. ASSIGNMENT

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

ARTICLE 21. SUBCONTRACTS

The CONSULTANT shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff. Furthermore, the CONSULTANT shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the CONSULTANT's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES

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

TOWN: Town Manager
 Town Of Prescott Valley
 7501 E. Skoog Blvd.
 Prescott Valley, AZ 86314

CONSULTANT: Burgess & Niple, Inc.
 Nick Hall, PE, RSP
 Flagstaff Section Director
 515 N Beaver Street – Suite 100
 Flagstaff, AZ 86001

ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the CONSULTANT's authorized representative. Such decision by the TOWN shall be final unless the CONSULTANT, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the



basis thereof. The CONSULTANT shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING

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

ARTICLE 25. NON-WAIVER

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

ARTICLE 26. SEVERABILITY

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

ARTICLE 27. VENUE AND GOVERNING LAW

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

ARTICLE 28. ATTORNEYS' FEES

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

ARTICLE 29. SAVINGS CLAUSE

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



ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. CONFLICT-OF-INTEREST

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

ARTICLE 32. FEDERAL FUNDING

This Agreement is financed in whole or in part with Federal funds provided through the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Program.

Federal Award Information:

- Federal Agency: U.S. Department of Housing and Urban Development (hereinafter HUD)
- Federal Program: Community Development Block Grant (hereinafter CDBG)
- Assistance Listing Number(s) (ALN): 14.218 / 14.225 / 14.228
- Federal Award Identification Number (FAIN): B25MC040521

The CONSULTANT acknowledges that Federal funds are being used to finance all or a portion of the services provided under this Agreement and agrees to comply with all applicable Federal statutes, regulations, Executive Orders, HUD requirements, and terms and conditions applicable to the CDBG award.

ARTICLE 33. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, EXECUTIVE ORDERS, AND HUD REQUIREMENTS

The CONSULTANT shall comply with all applicable Federal laws, regulations, Executive Orders, HUD requirements, and applicable provisions of the CDBG award, including, without limitation, the applicable provisions of:

- (a) 2 CFR Part 200, including applicable provisions governing procurement and contracts, including 2 CFR § 200.327 and Appendix II to Part 200, as applicable;
- (b) 24 CFR Part 570, including applicable provisions governing the Community Development Block Grant Program;
- (c) applicable Federal civil rights and nondiscrimination requirements;
- (d) applicable requirements concerning debarment and suspension;
- (e) applicable requirements concerning lobbying and disclosure;
- (f) applicable requirements concerning conflicts of interest;



- (g) applicable Federal environmental requirements;
 - (h) applicable accessibility requirements;
 - (i) applicable Federal labor standards, if and to the extent applicable to particular work performed under this Agreement; and
 - (j) all other Federal requirements identified in the applicable HUD CDBG award, grant agreement, Federal Register notice, HUD guidance, or other applicable Federal authority, including the Build America, Buy America Act, 41 U.S.C. § 8301 note, and applicable implementing requirements, waivers, and notices, to the extent applicable to the services, materials, equipment, or activities performed under this Agreement.
- In the event of a conflict between this Agreement and an applicable Federal requirement, the Federal requirement shall control to the extent required by law.

ARTICLE 34. COMPLIANCE WITH 2 CFR PART 200

The CONSULTANT shall comply with those requirements of 2 CFR Part 200 that are applicable to contractors and to the services performed under this Agreement, as well as any additional Federal requirements expressly imposed upon the CONSULTANT by this Agreement, the applicable CDBG award, or applicable Federal law.

The CONSULTANT shall comply with all applicable cost, procurement, recordkeeping, audit, reporting, and other requirements imposed upon the CONSULTANT by this Agreement or by Federal law or regulation.

Nothing in this Agreement shall be construed to make the CONSULTANT a subrecipient of Federal funds unless the CONSULTANT independently meets the definition of a subrecipient under applicable Federal law.

ARTICLE 35. REMEDIES FOR BREACH OF AGREEMENT AND NONCOMPLIANCE

For Agreements exceeding the applicable Federal simplified acquisition threshold, the CONSULTANT acknowledges that the TOWN may impose appropriate administrative, contractual, or legal remedies in instances in which the CONSULTANT violates or breaches any term of this Agreement, including applicable Federal requirements, consistent with Appendix II to 2 CFR Part 200.

Regardless of the Agreement amount, if the CONSULTANT fails to comply with applicable Federal requirements, the TOWN may, in addition to any other remedy available under this Agreement or applicable law:

- (a) require corrective action;
- (b) withhold payment;
- (c) disallow costs;
- (d) require repayment of improperly expended funds;



- (e) suspend or terminate the Agreement;
- (f) require replacement of an ineligible subcontractor;
- (g) report the violation to HUD, the applicable pass-through entity, or another appropriate governmental agency; or
- (h) pursue any other remedy authorized by Federal, State, or local law.

Such remedies are in addition to any remedies otherwise available to the TOWN under this Agreement, applicable law, or the Federal award.

ARTICLE 36. TERMINATION FOR CAUSE AND CONVENIENCE

To the extent required by applicable Federal law, including Appendix II to 2 CFR Part 200, the TOWN may terminate this Agreement for cause or convenience in accordance with the termination provisions contained in Article 12 of this Agreement.

Termination for cause may include, without limitation:

- (a) failure by the CONSULTANT to comply with the terms of this Agreement;
- (b) failure to comply with applicable Federal, State, or local requirements;
- (c) failure to comply with applicable CDBG requirements;
- (d) failure to perform services in accordance with the Agreement; or
- (e) suspension, debarment, or ineligibility of the CONSULTANT to participate in Federal programs.

Termination for convenience may be exercised upon written notice in accordance with the Agreement's termination provisions in Article 12. Upon termination, the CONSULTANT shall be compensated only for services satisfactorily performed and costs otherwise allowable, allocable, and reasonable under this Agreement and applicable Federal requirements through the effective date of termination and for such other costs as may be permitted under the Agreement and applicable Federal requirements.

ARTICLE 37. NONDISCRIMINATION AND EQUAL OPPORTUNITY

The CONSULTANT shall comply with all applicable Federal nondiscrimination and equal opportunity requirements.

The CONSULTANT shall not discriminate in the performance of this Agreement on the grounds prohibited by applicable Federal law, including race, color, national origin, religion, sex, age, disability, or any other legally protected status applicable to the CDBG-funded activity.

The CONSULTANT shall comply with Section 109 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5309, and 24 CFR § 570.602. Section 109 prohibits discrimination on the basis of race, color, national origin, religion, or sex in programs and activities funded in whole



or in part with CDBG funds. The requirements concerning age discrimination and disability discrimination applicable to CDBG-assisted programs shall also be observed.

The CONSULTANT shall comply with applicable requirements of:

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., and implementing regulations at 24 CFR Part 1;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and implementing regulations at 24 CFR Part 8;
- the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101–6107, and implementing regulations at 24 CFR Part 146;
- the Americans with Disabilities Act of 1990, as amended, and applicable implementing regulations;
- the Fair Housing Act, as amended, 42 U.S.C. §§ 3601–3619, as applicable; and
- all other applicable Federal civil rights and equal opportunity laws and regulations applicable to the CDBG-funded activity.

To the extent applicable to the services provided under this Agreement, the CONSULTANT shall take reasonable steps to ensure meaningful access to its programs, services, and activities for persons with limited English proficiency, consistent with applicable Title VI requirements.

Nothing in this provision shall be interpreted to impose a requirement that is not otherwise applicable to the CONSULTANT or the services performed under this Agreement.

ARTICLE 38. SECTION 3 REQUIREMENTS

To the extent that the services or activities performed under this Agreement constitute a "Section 3 covered agreement" or otherwise fall within the scope of Section 3 requirements, the CONSULTANT shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75.

The CONSULTANT shall cooperate with the TOWN in documenting and reporting Section 3 compliance and shall include applicable Section 3 requirements in subcontracts when required by Federal law or the CDBG award.

ARTICLE 39. LEAD-BASED PAINT

To the extent applicable to the CDBG-funded activity, the CONSULTANT shall comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821–4846, and HUD implementing regulations, including 24 CFR Part 35.

ARTICLE 40. CDBG CONFLICT-OF-INTEREST

Notwithstanding Article 31 of this Agreement, the CONSULTANT shall comply with all applicable Federal, State, and local conflict-of-interest requirements.

For CDBG-assisted activities, the CONSULTANT shall comply with applicable requirements of 2 CFR § 200.318(c) and 24 CFR § 570.611, together with any applicable State and local conflict-of-interest requirements.



The CONSULTANT shall disclose to the TOWN any actual, potential, or apparent conflict of interest arising in connection with the performance of this Agreement.

No person who is an employee, agent, consultant, officer, elected official, appointed official, or other person covered by applicable CDBG conflict-of-interest requirements shall obtain a financial interest or benefit from a CDBG-assisted activity or have a financial interest in this Agreement or a related subcontract when prohibited by applicable Federal requirements.

The CONSULTANT shall promptly notify the TOWN of any circumstance that may constitute a prohibited conflict of interest and shall cooperate in any review or corrective action required by the TOWN or HUD.

ARTICLE 41. DEBARMENT AND SUSPENSION

The CONSULTANT represents and warrants, to the best of its knowledge, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal transactions by any Federal department or agency.

The CONSULTANT shall comply with applicable requirements of 2 CFR Part 180, 2 CFR Part 200, and Executive Orders 12549 and 12689 concerning debarment and suspension.

The CONSULTANT shall not knowingly enter into any subcontract under this Agreement with a person or entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal transactions.

The CONSULTANT shall immediately notify the TOWN if its status or the status of any applicable subcontractor changes during the term of this Agreement.

The TOWN shall not award this Agreement to a party listed on the government-wide exclusions in the System for Award Management (SAM), and the CONSULTANT shall not knowingly enter into any subcontract under this Agreement with a party listed on such exclusions, in accordance with 2 CFR Part 180 and 2 CFR § 200.214.

ARTICLE 42. RESTRICTIONS ON INTERNAL CONFIDENTIALITY AGREEMENTS

The CONSULTANT shall not require any employee, subcontractor, or other person performing work under this Agreement to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts such person from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, to the extent prohibited by applicable Federal law.

Any confidentiality or nondisclosure agreement used in connection with this Agreement shall comply with applicable Federal whistleblower protections and shall not be construed to prohibit or restrict lawful disclosures protected by Federal law.

This provision shall be interpreted consistent with applicable Federal appropriations requirements and whistleblower protections governing the Federal award, including applicable requirements concerning nondisclosure agreements and reporting of waste, fraud, or abuse.



ARTICLE 43. WHISTLEBLOWER PROTECTIONS

The CONSULTANT shall comply with the whistleblower protections applicable to Federal awards under 41 U.S.C. § 4712.

An employee of the CONSULTANT, subcontractor, or other covered entity shall not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, gross waste of Federal funds, abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract or grant, when the disclosure is made to a person or body authorized under 41 U.S.C. § 4712.

The CONSULTANT shall inform its employees in writing of their rights and remedies under 41 U.S.C. § 4712, including the prohibition against reprisal for protected disclosures. The CONSULTANT shall provide such notice in the predominant native language of the workforce, as required by applicable Federal law.

The rights and remedies provided under 41 U.S.C. § 4712 shall not be waived by any agreement, policy, form, or condition of employment.

The CONSULTANT shall include applicable whistleblower protections in its subcontracts and shall require subcontractors to comply with applicable requirements of 41 U.S.C. § 4712, to the extent applicable.

The CONSULTANT shall promptly report to the TOWN any suspected fraud, waste, or abuse relating to the CDBG award or the performance of this Agreement of which the CONSULTANT becomes aware. The CONSULTANT shall cooperate with the TOWN in making any report or disclosure required by applicable Federal law or the CDBG award, including reports to the U.S. Department of Housing and Urban Development and its Office of Inspector General, as applicable.

ARTICLE 44. MANDATORY DISCLOSURES

The CONSULTANT shall promptly disclose in writing to the TOWN any credible evidence of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations potentially affecting the Federal award, or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733), arising in connection with the performance of this Agreement or the CDBG-funded activity.

The CONSULTANT shall cooperate with the TOWN in making any disclosure required by 2 CFR § 200.113 to the Federal awarding agency or pass-through entity, as applicable.

The CONSULTANT shall promptly provide the TOWN with any information reasonably necessary for the TOWN to comply with applicable Federal mandatory disclosure requirements.

Nothing in this provision shall be construed to limit any independent disclosure obligation imposed upon the CONSULTANT or any other person by applicable Federal law.



ARTICLE 45. BYRD ANTI-LOBBYING AMENDMENT

For Agreements exceeding \$100,000, the CONSULTANT certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining this Federal contract, agreement, grant, or award.

The CONSULTANT shall disclose lobbying activities required to be disclosed under 31 U.S.C. § 1352 and shall execute and submit Standard Form-LLL, "Disclosure of Lobbying Activities," when required.

The CONSULTANT shall require the same certification and disclosure requirements from applicable subcontractors at each tier as required by Federal law.

ARTICLE 46. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The CONSULTANT shall comply with 2 CFR § 200.216 and applicable Federal restrictions on covered telecommunications and video surveillance equipment and services. The CONSULTANT shall not use Federal award funds to procure or obtain covered telecommunications equipment or services prohibited by applicable Federal law.

This requirement shall be included in applicable subcontracts and other lower-tier agreements when required by Federal law.

ARTICLE 47. ENVIRONMENTAL REQUIREMENTS

The CONSULTANT shall comply with all applicable Federal environmental requirements associated with the CDBG-funded activity.

The CONSULTANT shall not undertake or authorize activities in a manner that would cause the TOWN to violate applicable HUD environmental review requirements, including applicable requirements under the National Environmental Policy Act and 24 CFR Part 58.

The CONSULTANT shall promptly notify the TOWN of any proposed change in the scope, location, design, materials, or method of performance that could affect the environmental review or environmental conditions applicable to the CDBG-funded activity.

The CONSULTANT shall not undertake activities requiring additional environmental clearance or approval until authorized in writing by the TOWN.

ARTICLE 48. ACCESSIBILITY

The CONSULTANT shall comply with applicable accessibility requirements, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Architectural Barriers Act of 1968, as amended, and applicable implementing regulations, and applicable HUD regulations, to



the extent applicable to the services, facilities, documents, or activities performed under this Agreement.

ARTICLE 49. IMMIGRATION REQUIREMENTS

The CONSULTANT shall comply with all applicable Federal immigration restrictions and requirements that apply to the services performed under this Agreement or to the use of CDBG funds, including applicable eligibility and verification requirements under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended, 8 U.S.C. §§ 1601–1646 (hereinafter PRWORA), and applicable requirements established by HUD, the U.S. Department of Justice, U.S. Citizenship and Immigration Services, or other Federal authority pursuant to PRWORA, Executive Order 14218, or other applicable Federal immigration laws or Executive Orders.

The CONSULTANT shall not use CDBG funds in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or materially impedes enforcement of applicable Federal immigration statutes or regulations.

To the extent the CONSULTANT provides, administers, or assists in administering a Federal public benefit subject to PRWORA, the CONSULTANT shall comply with applicable eligibility and verification requirements, including use of the Systematic Alien Verification for Entitlements ("SAVE") Program, or an equivalent verification system approved by the Federal Government, when required by Federal law, HUD requirements, or the CDBG award.

The CONSULTANT shall include applicable requirements of this Article in its subcontracts when required by Federal law, HUD requirements, or the CDBG award.

ARTICLE 50. VIOLENCE AGAINST WOMEN ACT

The CONSULTANT shall comply with the applicable requirements of 34 U.S.C. § 12495 concerning the right of victims of domestic violence, dating violence, sexual assault, and stalking to report crimes and emergencies and to obtain assistance without being subject to adverse consequences based on the victim's status as a victim of such violence, to the extent applicable to the services performed under this Agreement or the CDBG-funded activity.

The CONSULTANT shall not establish or implement policies or practices in connection with the performance of this Agreement that are prohibited by 34 U.S.C. § 12495. The CONSULTANT shall include applicable requirements of this Article in subcontracts when required by Federal law, the CDBG award, or the nature of the services performed.

ARTICLE 51. THIRD-PARTY CLAIMS AND NO OBLIGATION BY FEDERAL GOVERNMENT

Nothing in this agreement shall be construed as creating or justifying any claim against the Federal Government or the TOWN by any third party.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the TOWN, CONSULTANT, or any other party pertaining to any matter resulting from the Agreement.



The CONSULTANT acknowledges that payment under this Agreement is subject to the availability of appropriated funds and the continued availability of CDBG funds for the purposes of this Agreement.

The TOWN shall not be obligated to pay the CONSULTANT for costs that are not allowable, allocable, and reasonable under applicable Federal requirements or that are otherwise prohibited by the terms of the CDBG award.

ARTICLE 52. ACCESS TO RECORDS AND RECORDS RETENTION

The following access to records requirements apply to this Agreement:

The CONSULTANT shall provide the TOWN, HUD, the Federal awarding agency, the applicable pass-through entity, the Comptroller General of the United States, and any of their authorized representatives access to books, documents, papers, and records of the CONSULTANT that are directly pertinent to this Agreement for the purpose of audits, examinations, excerpts, and transcriptions.

The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

To the extent applicable to the services performed, the CONSULTANT shall provide reasonable access to locations where CDBG-funded services are being performed when requested by the TOWN, HUD, or another authorized governmental representative for monitoring, inspection, or compliance purposes.

The CONSULTANT shall retain records for the period required by applicable Federal law, including 2 CFR § 200.334, and any longer period required by the applicable CDBG award, State or local law, audit requirements, litigation, claims, or other applicable requirements.

ARTICLE 53. AUDIT

Notwithstanding Article 24 of this Agreement, the CONSULTANT shall cooperate with audits, monitoring, reviews, and examinations conducted by the TOWN, HUD, the Federal awarding agency, the applicable pass-through entity, or other authorized governmental entities.

If the CONSULTANT is subject to the Federal Single Audit Act and 2 CFR Part 200, Subpart F, the CONSULTANT shall comply with applicable requirements.

The CONSULTANT shall promptly provide the TOWN with copies of any audit findings, management decisions, corrective action plans, or other audit-related documents relating to CDBG funds or the services performed under this Agreement.

ARTICLE 54. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY

The CONSULTANT shall provide the TOWN with such information concerning the CONSULTANT, its ownership, executive compensation, subcontractors, and other matters as may be reasonably requested by the TOWN to satisfy applicable Federal reporting and transparency requirements, including requirements under 2 CFR Part 25, 2 CFR Part 170, and the Federal Funding Accountability and Transparency Act, as applicable to this Agreement or the CONSULTANT.



The CONSULTANT shall timely provide such information and certifications as reasonably requested by the TOWN to enable the TOWN to comply with applicable Federal reporting requirements associated with the CDBG award, including requirements relating to the System for Award Management (SAM.gov), Unique Entity Identifier (UEI), subcontractors, and executive compensation, to the extent applicable.

The CONSULTANT shall cooperate with the TOWN in providing information necessary for Federal award reporting, including information concerning subcontracts and lower-tier agreements, to the extent required by applicable Federal law or the CDBG award.

ARTICLE 55. SUBCONTRACTS AND FEDERAL FLOW-DOWN

Notwithstanding Article 20 of this Agreement, the CONSULTANT shall not subcontract any portion of the services except as authorized by the TOWN.

The CONSULTANT shall include in each applicable subcontract the Federal provisions and requirements required by Federal law, regulation, the applicable CDBG award, or this Agreement to be flowed down to that subcontract.

The CONSULTANT shall cooperate with the TOWN in implementing applicable requirements of 2 CFR § 200.321 and, when required by this Agreement, the applicable CDBG award, or Federal law, shall take affirmative steps in its subcontracting activities to provide appropriate consideration to small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

The CONSULTANT shall remain responsible for the performance of its subcontractors and for compliance with all applicable Federal requirements.

The TOWN's approval of a subcontractor shall not relieve the CONSULTANT of any responsibility or liability under this Agreement.

ARTICLE 56. CHANGES IN FEDERAL REQUIREMENTS

The CONSULTANT shall comply with amendments to applicable Federal laws, regulations, HUD requirements, and CDBG award conditions that become applicable to the Agreement during its performance, to the extent required by law or the terms of the Federal award.

The TOWN may amend this Agreement as reasonably necessary to incorporate mandatory Federal requirements or changes imposed by HUD or another Federal agency.

ARTICLE 57. FEDERAL REQUIREMENTS INCORPORATED BY REFERENCE

The following authorities are incorporated into this Agreement by reference to the extent applicable:

- 2 CFR Part 200, including applicable procurement standards and contract requirements under 2 CFR §§ 200.317–200.327;
- 2 CFR §§ 200.113, 200.214, 200.216, 200.318, 200.321, 200.322, and 200.323, as applicable;



- Appendix II to 2 CFR Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, to the extent applicable to this Agreement;
- 24 CFR Part 570, including applicable provisions governing the Community Development Block Grant Program;
- Build America, Buy America Act, 41 U.S.C. § 8301 note, and applicable implementing requirements, waivers, and HUD notices, to the extent applicable to the services, materials, equipment, or activities performed under this Agreement;
- 24 CFR §§ 570.602 and 570.611, as applicable;
- 24 CFR Part 75, Section 3 requirements, as applicable;
- 24 CFR Part 35, Lead-Based Paint requirements, as applicable;
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended, Title IV, 8 U.S.C. §§ 1601–1646, and applicable requirements of Executive Order 14218, as incorporated into the CDBG Federal award;
- Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309, and applicable implementing regulations;
- Section 3 of the Housing and Urban Development Act of 1968, as amended, and applicable implementing regulations;
- applicable HUD CDBG notices, grant agreements, Federal award terms and conditions, and program requirements; and
- applicable Federal statutes, regulations, Executive Orders, and other Federal requirements governing the CDBG-funded activity, as amended or superseded from time to time and to the extent applicable.

Where a requirement listed above is expressly conditioned upon a particular contract amount, type of work, funding source, or other circumstance, that requirement shall apply only when the condition is satisfied.

ARTICLE 58. ORDER OF PRECEDENCE

If a conflict exists between this Agreement and a mandatory Federal requirement applicable to the Agreement, the mandatory Federal requirement shall control to the extent necessary to comply with Federal law or the terms of the applicable Federal award.

1. Federal statutes and regulations applicable to the Federal award;
2. Applicable mandatory HUD requirements and Federal award terms and conditions;
3. This Agreement;
4. Other incorporated documents, unless otherwise specified.

Nothing in this section shall be construed to require the CONSULTANT to comply with a Federal requirement that is not applicable to the Agreement or the services being performed.

ARTICLE 59. CERTIFICATION OF COMPLIANCE

By executing this Agreement, the CONSULTANT certifies that it has reviewed Articles 32 through 58 of this Agreement and acknowledges its obligation to comply with the Federal requirements applicable to the services in this engagement.

The CONSULTANT further certifies that all information and certifications provided in connection with the Agreement are true and correct to the best of its knowledge and that it will promptly notify the TOWN if any certification becomes inaccurate during the term of the Agreement.



ARTICLE 60. SURVIVAL

The CONSULTANT'S obligations concerning records, access to records, audits, Federal reporting, repayment of disallowed or improperly expended funds, confidentiality where applicable, intellectual property, and other obligations that by their nature should survive termination shall survive the expiration or termination of this Agreement.

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

TOWN:

Town of Prescott Valley,
a municipal corporation of Arizona

CONSULTANT:

Burgess & Niple, Inc.
a(n) Ohio Corporation

BY: Kell Palguta, Mayor



BY: Signature

ATTEST:

Christopher B. Lemka, Vice President
Print Name & Title

BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

BY: Ivan Legler, Town Attorney

Attachment A Scope of Work

Scope of Work – Design Engineering Services

Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements Town of Prescott Valley, Arizona

1. Project Overview

The Town of Prescott Valley is seeking professional engineering services for the design of a traffic signal and associated improvements at the intersection of Lake Valley Road & Lakeshore Drive.

This project is a priority implementation element of the Town's **Safe Streets for All (SS4A) Safety Action Plan** and focuses on enhancing the intersection control at one of the main intersections along the Lakeshore Drive corridor.

2. Project Limits

- **Intersection:** Lake Valley Road & Lakeshore Drive

3. Project Elements

The design shall include, but is not limited to:

3.1 Intersection Improvements

Installation of a traffic signal at the Lake Valley Road & Lakeshore Drive intersection.

- Removal of the existing RRFB pedestrian crossing and associated equipment.
- Revision of pedestrian facilities, as needed.
- Evaluation of northbound approach geometry in consideration of future full section of minor arterial classified Lake Valley Road.

3.2 Roadway & Multimodal Improvements

- Sidewalk, curb, and gutter in immediate vicinity, as needed.
- ADA- & PROWAG-compliant curb ramps and crossings, including audible pedestrian push buttons
- Pavement widening and/or restriping, as needed.
- Median and lane geometry adjustments.

3.3 Supporting Infrastructure

- Drainage improvements and adjustments
- Traffic signal design, including removal of existing equipment
- Signing and striping updates
- Street lighting evaluation (if applicable)

4. Scope of Services

Task 1 – Project Management & Coordination

- Project kickoff meeting
- Monthly progress meetings
- Schedule and budget tracking
- Coordination with Town staff and stakeholders

Task 2 – Data Collection & Existing Conditions

- Topographic survey (including ROW and utilities)
- Utility coordination (SUE as needed)
- Review of existing plans, traffic data, and crash data
- ADA and pedestrian facility assessment
- Drainage evaluation

Task 3 – Traffic Engineering Analysis

The Town has already conducted Traffic Signal Warrant Analyses at the Lake Valley Road & Lakeshore Drive intersection. Additional traffic engineering analyses should be conducted to determine:

- Intersection evaluations for positive offset design (westbound left-turn)
- Intersection sight distance analysis
- Turn-lane storage and taper analysis
- Traffic operations and safety review
- Vehicle turn models
- Signal phasing analysis (protected, permissive, overlaps...)
- Development of traffic control concepts

Task 4 – Conceptual Design (30%)

- Develop intersection conceptual alternatives
- Evaluate geometric layouts to accommodate intersectional signalization
- Identify ROW impacts and constraints
- Preliminary drainage concepts
- Cost estimate (planning level)

Deliverable: 30% Plans + Cost Estimate + Technical Memo

Task 5 – Preliminary Design (60%)

- Refined roadway and intersection geometry
- Preliminary grading and drainage design
- Utility conflict identification and coordination
- ADA compliance design
- Traffic signal, signing, and striping concepts
- Updated cost estimate

Deliverable: 60% Plans + Cost Estimate

Task 6 – Final Design (90% & 100%)

- Final roadway design (plans, profiles, cross-sections)
- Final drainage reports and design
- Final traffic signal and ITS design
- Signing, striping, and pavement marking plans
- SWPPP and erosion control plans
- Technical specifications (MAG/ADOT/Quad City compliant)
- Final engineer's opinion of probable construction cost
- Identify construction phasing and any temporary traffic control requirements

Deliverables:

- 90% Plans (for review)
- 100% Final Bid-Ready Plans, Specs, and Estimate (PS&E)

Task 7 – Right-of-Way & Utility Coordination

- ROW verification and mapping
- Easement identification (if needed)
- Utility relocation coordination
- Support Town with acquisition exhibits (if required)

Task 8 – Permitting & Agency Coordination

- Coordination with:
 - ADOT (if applicable)
 - Utility providers
- Environmental and drainage compliance documentation
- FEMA coordination if impacts identified

5. Deliverables

- 30%, 60%, 90%, and 100% plan sets
- Engineer's Opinion of Probable Cost (each phase)
- Drainage report/statement
- Traffic analysis memorandum
- Utility coordination documentation
- Final PS&E package

6. Design Standards

All design shall comply with:

- MAG Standard Specifications & Details
- ADOT Roadway Design Guidelines (as applicable)
- Quad City General Engineering Standards
- ADA Accessibility Guidelines (PROWAG)
- Town of Prescott Valley standards
- SS4A Safety Action Plan recommendations

7. Key Considerations & Constraints

Design shall account for:

- Right-of-way limitations
- Utility conflicts and relocations
- High traffic volumes during construction
- Drainage impacts and potential permitting
- Cost control and phasing opportunities
- Public and stakeholder impacts

8. Project Schedule

The consultant shall develop a detailed schedule aligned with:

- **Design Phase Target:** FY2027
- **Construction Phase Target:** FY2028

9. Estimated Design Budget

- **Design Engineering Services:** ~\$100,000 (programmed)

10. Success Criteria

- Improved intersection safety through signalization and associated improvements
- ADA- & PROWAG-compliant crossing for existing MUP
- Reduced crash risk consistent with SS4A goals
- Constructible, cost-effective design ready for delivery

BURGESS & NIPLE

515 N Beaver St | Suite 100 | Flagstaff, AZ 86001 | 928.395.1988

Mr. Parker Murphy, PE
Town Traffic Engineer
Town of Prescott Valley
7401 Civic Cir.
Prescott Valley, AZ 86314

Re: Lake Valley Road & Lakeshore Drive Traffic
Signal Design & Roadway Improvements

October 5, 2026

Dear Mr. Murphy:

Please find attached the proposal for the evaluation and design for the Town of Prescott Valley Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements Project.

The fee is based on a lump sum amount of \$155,550.32. Total fee was developed from the anticipated hours and expenses per task as found in the fee derivation. Invoice amounts will be based upon percent complete upon the end of the month being invoiced. The fee derivation is attached.

The Town has requested services to be provided by Burgess & Niple through cooperative use of Contract No. 2024-005 between the City of Prescott and Burgess & Niple according to Section 3-04-090 of the Town Procurement Code. All pricing, terms, and conditions referenced herein are in accordance with City of Prescott Contract# 2024-005.

Please do not hesitate to contact us with any questions. We look forward to partnering with the Town of Prescott Valley and delivering this project with you.

Respectfully,



Christopher B. Lemka, PE
Vice President
Chris.Lemka@burgessniple.com



Nick Hall, PE, RSP_{2B}
Flagstaff Section Director
Nick.Hall@burgessniple.com

Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements

Project Number CS2704

Design Phase Services

Project Understanding

The Town of Prescott Valley (TOWN) has requested professional engineering services from Burgess & Niple (B&N) to design improvements for the Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements Project (PROJECT). This contract develops the PROJECT through 100% sealed plans and post-design phase services.

The scope of work necessary to complete design phase services is stated herein. The Scope of Work is accompanied by the following attachments:

- **Attachment A** – Town of Prescott Valley Project Scope
- **Attachment B** – Entellus Fee Proposal
- **Attachment C** – Field Data Services of Arizona Proposal

Project Location and Proposed Improvements

The PROJECT is located at the intersection of Lake Valley Road and Lakeshore Drive in Prescott Valley, Arizona. Scope of work is based upon the document provided by the TOWN (**Attachment A**).

The intersection is currently stop-controlled for the northbound approach and includes a RRFB pedestrian crossing on the west leg. B&N understands that the TOWN has conducted a traffic signal warrant analysis and signalization of the intersection is recommended to enhance the intersection control. The TOWN has selected B&N to conduct additional traffic engineering analysis and design a traffic signal system and associated intersection/roadway improvements. The existing RRFB pedestrian crossing will be removed with the new traffic signal, and the intersection updates will include roadway and multimodal improvements that consider traffic safety, pedestrian crossings and the adjacent MUP. The removed RRFB equipment will be salvaged to the Town.

Preliminary Milestone Schedule

Milestone	Date
Receive NTP	TBD
Conceptual Design & Traffic Analysis Memo (30%) Submittal	NTP + 3 Months
Preliminary Design (60%) Submittal	NTP + 6 Months
Final Design: 90% Submittal	NTP + 8 Months
Final Design: 100% Submittal	NTP + 10 Months

Project Scope of Work

Task 1: Project Management & Coordination

Project Kickoff Meeting: B&N will work with the TOWN Project Manager (PM) to schedule a project kick-off meeting (KOM) following NTP. B&N will be responsible for preparing the KOM agenda, sign-in sheet, attending and facilitating the KOM, and submitting meeting notes to the TOWN PM. The kick-off meeting will take place virtually. The meeting is anticipated to last approximately one (1) hour and

will include TOWN staff and B&N's design team. B&N will send a meeting agenda to the TOWN PM a minimum of one (1) week prior to the meeting date for distribution. B&N will mark attendees present at the KOM. This attendance list will be sent to the TOWN with the meeting notes. B&N will prepare and send meeting notes to the TOWN PM within five (5) business days of the meeting occurrence for review. The TOWN will be responsible for distributing the meeting notes.

Monthly Progress Meetings: B&N will prepare for and conduct PROJECT progress meetings for the duration of the PROJECT. PROJECT progress meetings will take place approximately once a month, beginning two weeks after NTP through the duration of the PROJECT, estimated at 10 months. Meetings will be scheduled at least two weeks in advance. An estimated ten meetings, held in-person and virtually, are anticipated. Each meeting will last approximately one hour. B&N will have two representatives in attendance at each meeting. B&N will prepare meeting agendas one week in advance of the meeting. B&N will provide meeting summaries via email to the TOWN PM within five business days of the meeting occurrence for review.

Schedule and Budget Tracking: B&N will administer and coordinate the work of design team members and interface with the TOWN PROJECT team. Project administration encompasses the day-to-day operations of the PROJECT, including organizing and filing PROJECT data and communication files, responding to PROJECT correspondence including emails, preparation and submittal of monthly invoices to the TOWN, and schedule monitoring.

Coordination with Town Staff and Stakeholders: B&N will administer and coordinate the work of design team members and interface with the TOWN project team and other key stakeholders. PROJECT coordination and administration encompass the day-to-day operations of the PROJECT, including organizing and filing project data and communication files, responding to PROJECT correspondence including emails, preparation of regular monthly invoices, and schedule monitoring.

Task 2: Data Collection & Existing Conditions

Topographic Survey (Including ROW and Utilities): Subconsultant will perform supplemental land survey activities and tasks (**Attachment B**).

Traffic Counts: Subconsultant will perform supplemental traffic count collection activities and tasks (**Attachment C**).

Utility Coordination (SUE as Needed): B&N will pull a design ticket with AZ811 and marked utilities will be captured by survey subconsultant (**Attachment B**). The TOWN will provide geospatial data and relevant as-built utility information for the project limits.

Review of Existing Plans, Traffic Data, and Crash Data: B&N will review intersection as-builts to identify existing infrastructure that will need consideration for the intersection improvements. Existing traffic data, provided by the TOWN, will be reviewed to supplement the Task 3 scope. Additional traffic counts will be collected to capture current turning movement counts at the intersection and average daily traffic volumes on Lake Valley Road and Lakeshore Drive. The most recent three years of crash history will be reviewed to identify any safety considerations and to

supplement Task 3 and Task 4 scope. This crash data will be for 2022, 2023, and 2024 in the ACIS crash database and any additional data provided by the TOWN.

ADA and Pedestrian Facility Assessment: B&N will evaluate existing sidewalk ramps and pedestrian facilities, including the adjacent MUP and raised median crosswalk, to determine recommended improvements to meet current ADA standards. The assessment will consider the introduction of a traffic signal at the intersection and standards related to push button and crosswalk access.

Drainage Evaluation: B&N will review available studies and documents along with site conditions to establish existing drainage patterns and flows, and document proposed alterations to drainage patterns.

Task 3: Traffic Engineering Analysis

Intersection Evaluations for Positive Offset Design (Westbound Left-Turn): B&N will conduct a sight distance assessment to determine the required sight line distance for the westbound left turn movement. The assessment will be based on AASHTO A Policy on Geometric Design of Highways and Streets Intersection Sight Distance (Left Turn from Major Road) and will consider the Lakeshore Drive design speed of 35 mph. The site distance evaluation will identify the raised median and left turn lane geometry recommendations to achieve a positive offset westbound left turn lane.

Intersection Sight Distance Analysis: B&N will conduct an intersection sight distance assessment to determine the required sight lines for all intersection approaches. The assessment will be based on AASHTO A Policy on Geometric Design of Highways and Streets Intersection Sight Distance and will identify recommendations to improve sight visibility lines and traffic signal head visibility.

Traffic Operations and Safety Review: B&N will develop existing and design-year traffic volumes using the updated turning movement counts collected under Task 2 and the traffic growth factor provided by the TOWN Traffic Engineer (2% annual growth). The previously completed traffic signal warrant analysis will be used as the basis for evaluating alternative traffic control concepts and will not be repeated. Traffic operations will be evaluated using Synchro 12 software for the AM, Midday, and PM peak hours.

Vehicle Turn Models: B&N will develop vehicle turning templates for the intersection. This will include scenarios for the eastbound right turn, northbound right turn, northbound left turn, and westbound left turn to determine recommended raised median and curb line geometry. Primary focus will be for the northbound left turn movement turn model which will inform the raised median bullnose geometry on the intersection's west leg. The turn models will be developed for a WB-50 vehicle type.

Signal Phasing Analysis (Protected, Permissive, Overlaps, roundabout): B&N will develop and evaluate a signalized intersection alternative, including several feasible signal phasing concepts appropriate for the intersection geometry and traffic demand. Potential phasing concepts may include protected-permissive left-turn operation, protected-only left turns, and other phasing strategies deemed appropriate during the analysis such as a right turn overlap. Signal timing, level of service, vehicle delay, 95th-percentile queue lengths. A roundabout alternative will also be evaluated using SIDRA software.

Development of Traffic Control Concepts: B&N will review available crash history together with existing roadway geometry to identify operational and safety considerations. The evaluation will consider conflict point reduction, approach speeds, sight distance, intersection geometry, and accommodation of design vehicles. Recommendations will emphasize improvements that enhance safety while maintaining acceptable operations.

B&N will prepare a comparative evaluation of the signalized and roundabout alternatives considering safety, operational performance, conceptual right-of-way implications, and relative constructability. The results will be summarized in a technical memorandum and used to recommend a preferred intersection control alternative for advancement into conceptual design.

Turn-Lane Storage and Taper Analysis: Turn-lane storage lengths will be evaluated based on the Synchro traffic simulation model calculated 95th percentile queue length. Taper lengths will be determined according to the Manual of Uniform Traffic Control Devices (MUTCD).

Task 4: Conceptual Design (30%)

Develop Intersection Conceptual Alternatives: B&N will prepare conceptual design alternatives exhibits. Design alternatives are defined as combinations of lane assignment, signal phasing, median configuration, and approach-widening treatments, and up to four alternatives will be evaluated as part of this task. A one-page exhibit will be developed for each alternative. The intersection conceptual alternatives review will include conceptual design exhibits to allow reviewers to determine the progress of work, assess the design alternatives for traffic signal pole locations (based on utilities and right-of-way), and agree to the proposed design direction for construction plan production; no construction plans will be provided at this stage. The roundabout alternative will not be included in the conceptual design alternatives without a contract modification.

Evaluate Geometric Layouts to Accommodate Intersection Signalization: Raised median and curb line geometric layouts will be evaluated to supplement the intersection conceptual alternatives described above.

Identify ROW Impacts and Constraints: Right-of-way impacts and constraints will be identified and evaluated to determine recommendations for signal pole placement and other infrastructure improvements at the intersection.

Preliminary Drainage Concepts: B&N will determine anticipated change in condition and expected flows based upon the conceptual alternatives developed in Task 4. It is anticipated that the only alternative that may produce more than negligible change in flows will include the widening of northbound Lake Valley Road. A preliminary drainage memo will document impacts of the proposed changes, if any, associated with the widening of northbound Lake Valley Road.

Cost Estimate (Planning Level): B&N will develop a planning level engineer's estimate of probable cost for construction of the PROJECT.

Task 5: Preliminary Design (60%)

Refined Roadway and Intersection Geometry: B&N will advance the proposed design selected at the 30% stage and produce a geometric layout, roadway removals, and proposed roadway improvements sheets budgeted at 1 sheet each.

Preliminary Grading and Drainage Design: B&N will produce the grading design that addresses on site drainage and construction notes and grading information will be provided on the proposed roadway improvements sheet.

Utility Conflict Identification and Coordination: B&N will create the utilities base map. Data will be obtained from the utility providers, survey and site visits. 60% plans will be sent to utility providers for review and confirmation of conflict identification.

ADA Compliance Design: B&N will design sidewalk and ramp infrastructure and traffic signal push button locations to comply with current ADA standards. This will include layouts to create level landings, maintain required maximum distances, and maintain acceptable sidewalk ramp slopes.

Traffic Signal, Signing, And Striping Concepts: B&N will prepare design and construction documents for traffic signal and lighting improvements at the Lakeshore Drive/Lake Valley Road intersection in conformance with Prescott Valley Code Article 16-01, Quad City Standard Details, and MUTCD standards. It is assumed that the Town has no ITS fiber interconnect or other remote connectivity for the proposed traffic signal. Separate ITS interconnect plans will not be prepared. It is also assumed that new street lighting will be limited only to the intersection, and the respective design will be included on the traffic signal plans. Separate, standalone street lighting plans and photometric analysis will not be prepared. Traffic signal and street lighting plans will be included with the 60% submittal and will include:

- Intersection layout
- Pole/foundation/pull box schedules
- Conductor schedule and details

Plan sheets will be prepared at an appropriate scale (1"=20'). The number of sheets for the 60% submittal is estimated as:

Cover Sheet / General Notes	1 Sheet
Legend / Abbreviations / Power Service Notes	1 Sheet
Preliminary Traffic Signal Intersection Layout Plan	1 Sheet
Preliminary Traffic Signal Conductor Schedule / Details	1 Sheet
Total	4 Sheets

B&N will prepare design and construction documents for signing and pavement markings along Lakeshore Drive and Lake Valley Road in conformance with the requirements of the MUTCD, Prescott Valley Code Article 16-01, and Quad City Standard Details. It is assumed that the signing and pavement marking improvements will include no more than 500' on each intersection leg to ensure

proper tie-ins. Signing and pavement marking plans will be included with the 60% submittal and will include:

- Signing and pavement markings plan sheets for each intersection approach
- Signing and pavement marking intersection detail sheet

Plan sheets will be prepared at an appropriate scale (1"=20') in accordance with TOWN standards. The number of sheets for each submittal is estimated as:

Cover Sheet / General Notes / Legend	1 Sheet
Preliminary Signing / Marking Plan Sheets	3 Sheets
Preliminary Intersection Signing / Marking Detail Sheet	1 Sheet
Total	5 Sheets

Updated Cost Estimate: B&N will update and refine the planning level engineer's estimate of probable cost for construction of the PROJECT.

Identify Construction Phasing and Any Temporary Traffic Control Requirements: B&N will prepare a conceptual construction phasing exhibit and maintenance of traffic descriptions to assist the TOWN with developing specifications for temporary traffic control requirements. Full temporary traffic control/maintenance of traffic plans will be excluded.

Task 6: Final Design (90% & 100%)

Final Roadway Design (Plans, Profiles, Cross-Sections): B&N will revise the plan sheets submitted at 60% and add a profile view and cross sections. Plan sheets will include geometric layout, roadway removals, proposed roadway improvements, and cross sections budgeted at 1 sheet each.

Final Drainage Reports and Design: B&N will refine the grading design based on 60% submittal comments and update the drainage memo to reflect the current design to a final level memo.

Final Traffic Signal and ITS Design: B&N will prepare 90% and 100% design and construction documents following the resolution of 60% comments. The final traffic signal, street lighting, and ITS design plans will advance from the 60% stage and will include the following sheets:

Cover Sheet / General Notes	1 Sheet
Legend / Abbreviations / Power Service Notes	1 Sheet
Final Traffic Signal Intersection Layout Plan	1 Sheet
Final Traffic Signal Conductor Schedule / Details	1 Sheet
Total	4 Sheets

Signing, Striping, and Pavement Marking Plans: B&N will prepare 90% and 100% design and construction documents following the resolution of 60% comments. The final design plans will advance from the 60% stage and will include the following sheets:

Cover Sheet / General Notes / Legend	1 Sheet
Final Signing / Marking Plan Sheets	3 Sheets
Final Intersection Signing / Marking Detail Sheet	1 Sheet
Total	5 Sheets

Submittal documents will be reviewed for completeness, accuracy, and constructability prior to submittal to the TOWN by a senior B&N engineer.

SWPPP and Erosion Control Plans: B&N will prepare an erosion control plan cover, plan view sheet, and detail sheet for the project.

Technical Specifications (MAG/ADOT/Quad City Compliant): B&N will develop special provisions through PROJECT development.

Final Engineer's Opinion of Probable Construction Cost: B&N will develop an engineer's estimate of probable cost for construction of the PROJECT.

Task 7: Right-of-Way & Utility Coordination

ROW Verification and Mapping: Right-of-way acquisitions are not anticipated. B&N will perform related activities as follows:

- Existing right-of-way will be developed by subconsultant as part of Task 2 as described above.

Easement Identification (If Needed): B&N will identify potential temporary construction easements in CADD and coordinate with the TOWN PM.

Utility Relocation Coordination: B&N will conduct a one-on-one meeting with each utility owner. It is anticipated that six separate utility providers will be involved with the PROJECT, resulting in six one-on-one meetings. B&N will prepare agenda, sign-in, and meeting summaries for meetings.

Task 8: Permitting & Agency Coordination

Utility Coordination: B&N will solicit letters for conflict review from utility providers involved in the PROJECT and provide the letters to the TOWN.

B&N will coordinate power service for proposed traffic signal improvements with adjacent power utility, which is assumed to be APS.

Environmental and Drainage Compliance Documentation: B&N will provide a 1-page memo documenting environmental and drainage compliance for the proposed design.

Assumptions

1. The TOWN will provide all available site utility information and record drawing/as-built documents.

Project Exclusions

1. Support TOWN with Acquisition Exhibits
2. FEMA Coordination
3. PS&E development of roundabout alternative
4. Construction administration and inspection
5. Record drawing development
6. ADEQ ATC and AOC;
7. ADEQ NOI and DA;
8. Paying for permits
9. Geotechnical investigation/analysis
10. Environmental investigation/clearance
11. Photometric analysis
12. Post design services
13. Development of public outreach exhibits

SCOPE ITEM		Derivation of Cost / Labor Hour Estimate	B&N LABOR										EXPENSES				TOTAL FEE
			SENIOR PROJECT MANAGER	ENGINEER 5	ENGINEER 3	ENGINEER 2	PROJECT ADMIN	TOTAL HOURS	TOTAL SHEETS	HOUR PER SHEET	B&N LABOR COST	MILES \$0.585/MI	ENTELLUS	FIELD DATA SERVICES OF ARIZONA	TOTAL EXPENSES		
TOWN OF PRESCOTT VALLEY																	
Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements																	
Task 1	Project Management & Coordination															\$ 13,360.00	
	Project Kickoff Meeting	2	1		2		5			\$ 960.00				\$ -	\$ 960.00		
	Monthly Progress Meetings	10	10				20			\$ 4,300.00				\$ -	\$ 4,300.00		
	Schedule and Budget Tracking	8				8	16			\$ 3,040.00				\$ -	\$ 3,040.00		
	Coordination with Town Staff and Stakeholders	10	14				24			\$ 5,060.00				\$ -	\$ 5,060.00		
Task 2	Data Collection & Existing Conditions															\$ 23,050.32	
	Topographic Survey (Including ROW and Utilities)						0			\$ -		\$ 14,237.32		\$ 14,237.32	\$ 14,237.32		
	Traffic Counts						0			\$ -			\$ 1,223.00	\$ 1,223.00	\$ 1,223.00		
	Utility Coordination (SUE as Needed)		2		2		4			\$ 670.00				\$ -	\$ 670.00		
	Review of Existing Plans, Traffic Data, and Crash Data	2	8		16		26			\$ 4,320.00				\$ -	\$ 4,320.00		
	ADA and Pedestrian Facility Assessment	2	4				6			\$ 1,240.00				\$ -	\$ 1,240.00		
	Drainage Evaluation			8			8			\$ 1,360.00				\$ -	\$ 1,360.00		
Task 3	Traffic Engineering Analysis															\$ 32,550.00	
	Intersection Evaluations for Positive Offset Design (Westbound Left-Turn)		4		12		16			\$ 2,500.00				\$ -	\$ 2,500.00		
	Intersection Sight Distance Analysis		4		12		16			\$ 2,500.00				\$ -	\$ 2,500.00		
	Turn-Lane Storage and Taper Analysis	2	10		20		32			\$ 5,280.00				\$ -	\$ 5,280.00		
	Traffic Operations and Safety Review	2	14		28		44			\$ 7,200.00				\$ -	\$ 7,200.00		
	Vehicle Turn Models		6		12		18			\$ 2,880.00				\$ -	\$ 2,880.00		
	Signal Phasing Analysis (Protected, Permissive, Overlaps...)	2	10		18		30			\$ 4,990.00				\$ -	\$ 4,990.00		
	Development of Traffic Control Concepts	2	14		28		44			\$ 7,200.00				\$ -	\$ 7,200.00		
	PS&E							3	30.0							\$ 81,630.00	
Task 4	Conceptual Design (30%)															\$ 16,820.00	
	Develop Intersection Conceptual Alternatives	2	14		20		36	3	12	\$ 6,040.00				\$ -	\$ 6,040.00		
	Evaluate Geometric Layouts to Accommodate Intersection Signalization	2	10		20		32			\$ 5,280.00				\$ -	\$ 5,280.00		
	Identify ROW Impacts and Constraints	2			4		6			\$ 1,060.00				\$ -	\$ 1,060.00		
	Preliminary Drainage Memo			16			16			\$ 2,720.00				\$ -	\$ 2,720.00		
	Cost Estimate (Planning Level)	4	4				8			\$ 1,720.00				\$ -	\$ 1,720.00		
Task 5	Preliminary Design (60%)															\$ 33,810.00	
	Refined Roadway and Intersection Geometry	2	4		22		28	3	9	\$ 4,430.00				\$ -	\$ 4,430.00		
	Preliminary Grading and Drainage Design		2		6		8			\$ 1,250.00				\$ -	\$ 1,250.00		
	Utility Conflict Identification and Coordination			4			4			\$ 680.00				\$ -	\$ 680.00		
	ADA Compliance Design	2	4		10		16			\$ 2,690.00				\$ -	\$ 2,690.00		
	Traffic Signal, Signing, and Striping Concepts	10	36		72		118	9	13	\$ 19,680.00				\$ -	\$ 19,680.00		
	Updated Cost Estimate		4				4			\$ 760.00				\$ -	\$ 760.00		
	Identify Construction Phasing and Any Temporary Traffic Control Requirements	2	8		16		26	1	26	\$ 4,320.00				\$ -	\$ 4,320.00		
Task 6	Final Design (90% & 100%)															\$ 31,000.00	
	Final Roadway Design (Plans, Profiles, Cross-Sections)		8		24		32	4	8	\$ 5,000.00				\$ -	\$ 5,000.00		
	Final Drainage Memo			4			4			\$ 680.00				\$ -	\$ 680.00		
	Final Traffic Signal and ITS Design	4	16		32		52	4	13	\$ 8,640.00				\$ -	\$ 8,640.00		
	Signing, Striping, and Pavement Marking Plans	4	18		44		66	5	13	\$ 10,760.00				\$ -	\$ 10,760.00		
	SWPPP and Erosion Control Plans			18			18	2		\$ 3,060.00				\$ -	\$ 3,060.00		
	Technical Specifications (MAG/ADOT/Quad City Compliant)	2	6				8			\$ 1,620.00				\$ -	\$ 1,620.00		
	Final Engineer's Opinion of Probable Construction Cost	2	4				6			\$ 1,240.00				\$ -	\$ 1,240.00		

SCOPE ITEM	Derivation of Cost / Labor Hour Estimate TOWN OF PRESCOTT VALLEY Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements	B&N LABOR										EXPENSES				TOTAL FEE
		SENIOR PROJECT MANAGER	ENGINEER 5	ENGINEER 3	ENGINEER 2	PROJECT ADMIN	TOTAL HOURS	TOTAL SHEETS	HOUR PER SHEET	B&N LABOR COST	MILES	ENTELLUS	FIELD DATA SERVICES OF ARIZONA	TOTAL EXPENSES		
		\$240/hr	\$190/hr	\$170/hr	\$145/hr	\$140/hr					\$0.585/MI					
Task 7	Right-of-Way & Utility Coordination													\$	1,910.00	
	ROW Verification and Mapping				2		2			\$ 290.00				\$ -	\$ 290.00	
	Easement Identification (If Needed)		2				2			\$ 380.00				\$ -	\$ 380.00	
	Utility Relocation Coordination	2	4				6			\$ 1,240.00				\$ -	\$ 1,240.00	
Task 8	Permitting & Agency Coordination													\$	3,050.00	
	Utility Coordination	2		4	6		12			\$ 2,030.00				\$ -	\$ 2,030.00	
	Environmental and Drainage Compliance Documentation			6			6			\$ 1,020.00				\$ -	\$ 1,020.00	
	TOTAL ALL TASKS	84	245	60	428	8	825	34		\$ 140,090.00	0 MI	\$ 14,237.32	\$ 1,223.00	\$ 15,460.32	\$155,550.32	

Burgess & Niple
Entellus Project Number **460.029**

Town of Prescott Valley
Lake Valley Rd & Lakeshore Dr

Town of Prescott Valley

Lake Valley Road & Lakeshore Drive Traffic Signal & Roadway Improvements

SCOPE OF WORK

EXHIBIT "A"

July 8, 2026

GENERAL SCOPE

Entellus will provide land surveying services for mapping to support the design of intersection improvements including new traffic signals and roadway improvements at the intersection of Lake Valley Road and Lakeshore Drive in Prescott Valley.

PHASE 1 SURVEY TASKS

1.1 **Control Survey & Base Drawing**

Entellus' field staff will locate all section corner and street monuments along with and adjacent to the project area. The survey will be tied horizontally to the latest iteration of the North American Datum of 1983 (NAD83) and scaled to obtain accurate ground distances. This information will be used to generate centerline / monument lines, adjacent property lines and right-of-way lines within the project area to create a base drawing for the project. Elevations will be tied to National Geodetic Survey (NGS) benchmark points on the North American Vertical Datum of 1988 (NAVD88).

1.2 **Topographic Survey**

The primary area of work will be at the intersection of Lake Valley Road & Lakeshore Drive in Prescott Valley. Entellus will perform topographic survey of the intersection between the rights-of-way of Lake Valley & Lakeshore, 500' from the intersections each way, obtaining pavement and gutter elevations every 50-feet and at grade breaks. Surface utilities lying within the project area will also be located, along with the dips of any manholes or drainage available within the scope area.

1.3 **Bluestake Ticket**

Entellus will contact Arizona 811 and obtain all of the utility quarter section maps of the area and provide to the Client. This information will be integrated into the base drawing files. Entellus will ask for blue stake markings from Arizona 811, but these are not always provided by the provider for design projects.

DELIVERABLES

The final deliverables will include:

- Base AutoCAD drawing showing road centerlines, property lines, rights-of-way, and easements
- AutoCAD drawing of the topographic survey in 2D and 3D format

- Surface file used to generate contours
- Horizontal and vertical survey information including benchmark points

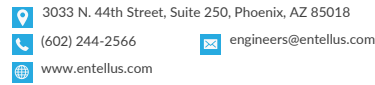
SCHEDULE

Entellus is available to start this project at Burgess & Niple's discretion. Field work can be completed approximately 3 weeks after notice to proceed, with base drawing deliverables provided 2 weeks afterwards. Legal description delivery to be negotiated when Burgess & Niple has determined the acquisition areas, but typically within 2 weeks. Delivery of AZ 811 maps may take longer. Final project schedule to be negotiated at notice to proceed.

FEE

Please see attached fee schedule. Project to be invoiced on a time and materials.





Town of Prescott Valley
Lake Valley Rd & Lakeshore Dr

[illegible]

