***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 **12th** day of **November, 2026** by and between the **Town of Prescott Valley**, a municipal corporation of Arizona (hereinafter the "TOWN"), and **Greenlight Traffic Engineering, LLC**, an Arizona corporation, (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform professional services for the Master Traffic Impact Analysis 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 of the Professional Services tasks as described in the Consultants Proposal attached hereto as Exhibit 'A' and expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually 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 $72,035.00.

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 June 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
Risk Management Technician
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

The CONSULTANT 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 DOCUMENTS

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.

## 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 CON'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: Gilbert Davidson
Town Manager
Town Of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

CONSULTANT: Greenlight Traffic Engineering, LLC
Scott Kelley, PE, PTOE
14050 N 83rd Ave - Suite - 290
Peoria, AZ 85381

## 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.

**********

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

BY: Kell Palguta, Mayor

ATTEST:

BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

BY: Ivan Legler, Town Attorney

**CONSULTANT:**
Greenlight Traffic Engineering, LLC
a(n) Arizona corporation

BY: Signature

Scott Kelley, Principal
Print Name & Title

Greenlight Traffic Engineering

October 26, 2026

Mr. Parker Murphy
Town Traffic Engineer
Town of Prescott Valley
8454 Long Mesa Dr.
Prescott Valley, AZ 86314
pmurphy@prescottvalley-az.gov

**Re: Town Center | Master Traffic Impact Analysis**
**Scope of Work and Fee Proposal**

Dear Mr. Murphy,

**Greenlight Traffic Engineering, LLC** (Greenlight) has prepared our scope of work and fee proposal for completing the **Town Center** (Project) **Master Traffic Impact Analysis** (Task) for **Town of Prescott Valley** (Client). The primary purpose of the Project will be to perform a Master Traffic Impact Analysis (MTIA) to assist the Town in understanding infrastructure needs to support anticipated development.

The following text and man-hour derivation outlines the anticipated tasks and effort to complete the work. The total fee requested for completing this work is **$63,035 Lump Sum** plus a **$9,000 Lump Sum Optional Task**.

On behalf of the Greenlight team, we look forward to working with **Town of Prescott Valley** to complete this important project.

Sincerely,
Greenlight Traffic Engineering, LLC

Scott Kelley, PE, PTOE
Principal/Senior Project Manager
scottk@greenlightte.com
(602) 499-1339

**PROJECT DESCRIPTION**

The Town of Prescott Valley (Town) anticipates continued development within the Town Center area. The Town has identified 17 development areas and sub-areas with a mix of grocery, retail, restaurant, gas station, fitness center, general and medical office space, assisted living, and multifamily residential land uses, anticipated to build out over the course of a four (4) year period.

The purpose of the Master Traffic Impact Analysis (MTIA) is to identify the intersection control, lane configuration, and mitigation needs associated with each development phase and horizon year, so the Town can identify necessary infrastructure to support the traffic generated by anticipated development. The MTIA will include the following 21 existing intersections that were identified by the Town:

1. Glassford Hill Road/Tuscany Way
2. Lone Cactus Drive/Agua Fria Drive
3. Glassford Hill Road/Long Look Drive
4. Long Look Drive/Lone Cactus Drive
5. Long Look Drive/Viewpoint Drive
6. Long Look Drive/Windsong Drive/Loos Drive
7. Glassford Hill Road/Bear Path/Main Street
8. Glassford Hill Road/Driveway approximately 700-feet north of Lakeshore Drive
9. Glassford Hill Road/Lakeshore Drive
10. Glassford Hill Road/Veterans Way
11. Glassford Hill Road/Florentine Road
12. Florentine Road/Main Street
13. Florentine Road/Lake Valley Road
14. Florentine Road/Windsong Drive
15. Lakeshore Drive/Skoog Boulevard (West)
16. Lakeshore Drive/Lake Valley Road
17. Lakeshore Drive/Skoog Boulevard (East)
18. Lakeshore Drive/ Windsong Drive
19. Viewpoint Drive/Skoog Boulevard
20. Civic Drive/Skoog Boulevard
21. Windsong Drive/Civic Drive

As part of the project, access points to future development, site access points will be assumed using best practice, utilizing existing median openings and curb cuts where possible. Capacity analysis of future (minor) access points will not be included; however, auxiliary turn lane warrant analyses will need to be completed. It is anticipated that the MTIA will state that, as the study area develops, the individual TIAs prepared for each parcel will need to include capacity analyses at the minor site access points and evaluate auxiliary lanes (turn lane warrants and queuing) in more detail.

Traffic analysis models will be developed utilizing Synchro 12 software so that they can be shared with, and utilized by the Town.

The Town is assumed to be the only agency having jurisdiction (AHJ) for review and approval of the MTIA.

**SCOPE OF WORK**

**Task 1: Project Administration, Coordination, and Meetings**

1. Prepare invoices, coordinate with the Client, and perform internal coordination as part of executing the project.
2. Attend up to three (3) virtual meetings, estimated as follows:
    a. One (1) Kickoff Meeting: Coordinate kickoff meeting with City staff to confirm boundaries, key land uses (e.g., commercial, residential, recreational)
    b. One (1) Coordination Meeting
    c. One (1) Comment Resolution Meeting
3. Preparation of meeting agendas and minutes.
4. Prior to the Kickoff Meeting, gain concurrence with the Town on the following study parameters:
    a. Land use program (e.g., phasing, opening years, uses, and intensities)
    b. Trip generation (per ITE Trip Generation Manual, 12th Edition)
    c. Pass-by and internal capture trip reductions
    d. Trip distribution and assignment (by phase)
    e. Background annual growth rate (background growth to include future trips associated with any developments currently in process with the Town)
    f. Minor driveway/access locations and use
    g. Future Town-planned intersection and roadway improvement assumptions
    h. Years to include for ADOT ACIS Crash Data query (assumed 3 years for 2023-2025)

**Task 2: Existing Conditions**

1. Data Collection
    a. Coordinate with Field Data Services for traffic count data collection.
    b. Obtain existing traffic signal timing from the Town.
    c. Obtain the most recent three (3) years of collision data for the study intersections and segments.
2. Analysis
    a. Perform AM and PM peak hour capacity, LOS, and queuing analyses at the study intersections (2 scenarios).
    b. Identify any collision trends that can be mitigated by potential improvements.

**Task 3: Phase 1 (Opening Year) Analysis**

1. Estimate trip generation and perform trip distribution and assignment for Areas 1 and 2.
2. Develop Opening Year Non-Site volumes using the Town-confirmed growth rate.
3. Perform the capacity, LOS, queuing, turn lane warrant, storage, and access analyses for AM and PM peak hour Phase 1 Non-Site and Total conditions (4 scenarios).

**Task 4: Phase 2 (Opening Year +2 years) Analysis**

1. Estimate trip generation and perform trip distribution and assignment for Areas 3 through 7, added to Phase 1 site traffic.
2. Develop Phase 2 Non-Site volumes using the Town-confirmed growth rate.
3. Perform the capacity, LOS, queuing, turn lane warrant, storage, and access analyses for AM and PM peak hour Phase 2 Non-Site and Total conditions (4 scenarios).

**Task 5: Phase 3 (Opening Year +4 years) Analysis**

1. Estimate trip generation and perform trip distribution and assignment for Areas 8a through 11, added to Phase 1 and Phase 2 site traffic (full buildout).
2. Develop Phase 3 Non-Site volumes using the Town-confirmed growth rate.

3. Perform the capacity, LOS, queuing, turn lane warrant, storage, and access analyses for AM and PM peak hour Phase 3 Non-Site and Total conditions (4 scenarios).

**Task 6: 5-Year Horizon AM+PM Analysis**

1. Develop 5-Year Horizon Non-Site volumes by applying background growth to existing volumes. No new development is anticipated in the immediate area.
2. Develop Total volumes by adding full buildout site traffic.
3. Perform AM and PM peak hour Non-Site and Total capacity, LOS, queuing, and storage analyses (4 scenarios).

**Task 7: 10-Year Horizon AM+PM Analysis**

1. Develop 10-Year Horizon Non-Site volumes by applying background growth to existing volumes. No new development is anticipated in the immediate area.
2. Develop Total volumes by adding full buildout site traffic.
3. Perform AM and PM peak hour Non-Site and Total capacity, LOS, queuing, and storage analyses (4 scenarios).

**Task 8: Traffic Signal Warrant Analyses and Alternative Intersection Control Evaluation**

1. Perform traffic signal warrant analyses per the Manual on Uniform Traffic Control Devices (MUTCD) at the following seven (7) intersections, using the 24-hour TMCs for existing conditions and projected volumes for the phase and horizon years:
    a. Glassford Hill Road/Tuscany Way
    b. Long Look Drive/Viewpoint Drive
    c. Long Look Drive/Windsong Drive/Loos Drive
    d. Glassford Hill Road/Driveway approximately 700-feet north of Lakeshore Drive
    e. Lakeshore Drive/Skoog Boulevard (West)
    f. Lakeshore Drive/Skoog Boulevard (East)
    g. Windsong Drive/Civic Drive
2. Where signal warrants are met, evaluate alternative intersection control (e.g., roundabout, all-way stop control, or other options) for each intersection. Assumptions will be coordinated with the Town prior to evaluation.

**Task 9: Mitigation Analyses**

1. Identify and evaluate potential mitigation measures for all study scenarios where:
    a. New intersections or individual movements that operate worse than LOS C
    b. Existing intersections or individual movements that operate worse than LOS D, regardless of impact from the proposed development
    c. Movements that operate at LOS E or F under existing conditions that are impacted by site traffic. These movements will be mitigated to a calculated delay no greater than existing conditions.
2. Summarize potential mitigation measures by phase.

**Task 10: Draft and Final Master Traffic Impact Analysis**

1. Prepare a draft MTIA documenting the land use program, study area, data collection, trip generation estimations, distribution, and assignment assumptions, analysis results for all scenarios, traffic signal warrant analyses and alternative control evaluations, turn lane warrant and storage analyses, and recommended mitigation for each study phase.
2. Revise report and develop response to agency comments. Submit revised report and response to the Client.

**OUTSIDE SERVICES**

**Traffic Count Data (See Field Data Services Attached Proposal)**

1. Utilize Field Data Services of Arizona to collect 24-hour turning movement count(s) at each of the 21 study intersections identified in the project description above.

**OPTIONAL TASKS**

Prior to development of the full MTIA, if the Town requests an interim report for one or more phases, Greenlight will prepare an initial master traffic impact analysis (IMTIA) documenting existing conditions and the requested Phase 1, Phase 2, and/or Phase 3 scenarios.

**Task 11: Initial Master Traffic Impact Analysis**

1. Prepare an IMTIA documenting existing conditions and the requested phase scenarios, before the full MTIA is complete. The IMTIA will include development identified in Phases 1, 2, and/or 3, depending on the Town's needs and direction.
2. Revise report and develop response to agency comments. Submit revised report and response to the Client.
3. Any efforts as part of this optional task will be performed only upon written authorization from the Town.

**CLIENT PROVIDED DATA**

- Land use program and/or site plans for the study areas, if available
- Confirmed opening year and phase years
- Existing traffic signal timing
- Review and approval of the MTIA parameters, outlined in Task 1, prior to commencing efforts on the MTIA.

**ASSUMPTIONS**

- The **Town** will be the only reviewing agency(ies) for the traffic study
- Up to two (2) submittals included
- Documents will be delivered electronically only
- Turn lane warrant analyses will be completed per the Yavapai County TIA Guidelines.
- Traffic analysis models will be developed utilizing Synchro 12 software.
- Non-site background traffic growth will be estimated using an annual growth rate that will be confirmed with the Town. It is assumed that developments outside the study area will be accounted for through the annual growth rate (i.e., traffic generated by potential surrounding developments).

**EXCLUSIONS**

- Consultation with and submittal to other AHJs not specified herein
- In-person project meetings and extended conference calls
- Field review
- Weekend analysis
- Roadway segment capacity analysis
- Individual Traffic Impact Analyses for individual development areas
- Traffic signal timing or coordination plans
- Pedestrian/Bus/Transit analysis
- Parking and shared parking analysis
- Predictive crash analysis or collision diagrams
- Internal circulation analysis
- Trip Generation Study(ies)
- Drive-Through Queuing Study(ies)
- Engineering sight distance analysis
- Engineering design and design-related services including plans, specifications, and estimates

- Other items not specifically identified in this scope of work

**SCHEDULE**

Greenlight estimates approximately 13 weeks to perform all analyses and prepare the draft MTIA (Task 1-10). The schedule is dependent on availability of materials, coordination and approval of parameters, meeting scheduling, and other factors that may not be currently known during the preparation of this scope of work.

If the Town authorizes Optional Task 11, the schedule may be phased to deliver the Initial MTIA prior to the complete MTIA.

Greenlight will coordinate with the Town on a detailed project schedule upon notice to proceed (NTP).

**GREENLIGHT TRAFFIC ENGINEERING**
**2026 GOVERNMENT BILLING RATE SCHEDULE**

| Employee Type | Hourly Rate |
|---|---|
| Principal | $250.00 |
| Project Manager Sr. | $245.00 |
| Project Manager | $180.00 |
| Project Engineer Sr. | $155.00 |
| Project Engineer | $145.00 |
| Designer Sr. | $140.00 |
| Designer | $135.00 |
| Engineering EIT | $130.00 |
| Engineering Technician | $110.00 |
| Engineering Intern | $70.00 |
| CADD Designer | $110.00 |
| Admin/Clerical | $80.00 |

Greenlight Traffic Engineering

**Client:** Town of Prescott Valley
**Contract No.:** TBD
**Project No.:** TBD
**Project:** Town Center | Master Traffic Impact Analysis
**Change Order:** NA
**Submittal:** Submittal 1
**Date:** October 26, 2026

## DERIVATION OF COST PROPOSAL SUMMARY

### DIRECT LABOR

| Classification | Man Hours | Loaded Hourly Rate | Labor Costs |
|---|---|---|---|
| Principal | 3 | $ 250.00 | $ 750.00 |
| Project Manager - Sr | 28 | $ 245.00 | $ 6,860.00 |
| Project Engineer | 96 | $ 145.00 | $ 13,920.00 |
| Engineer in Training | 196 | $ 130.00 | $ 25,480.00 |
| CADD Tech - Designer | 12 | $ 110.00 | $ 1,320.00 |
| Admin/Clerical | 4 | $ 80.00 | $ 320.00 |
| **Total Hours** | **339** | | |

**SUB-TOTAL DIRECT LABOR** **$ 48,650.00**

### DIRECT EXPENSES

| Item | Units | Unit Cost | Cost |
|---|---|---|---|
| | | $ - | $ - |
| | | $ - | $ - |

**Direct Expenses Sub-Total** **$ -**

### OUTSIDE SERVICES

| Firm | Item | Units | Unit Cost | Cost | DBE % |
|---|---|---|---|---|---|
| FDS | 24-Hour TMCs | 21 | $ 685.00 | $ 14,385.00 | |
| | | | $ - | $ - | |

**Outside Services Sub-Total** **$ 14,385.00**

**Total Fee (Labor+Direct+Outside Services)** **$ 63,035.00**

### OPTIONAL TASK

| Task | Units | Unit Cost | Cost |
|---|---|---|---|
| Task 11: Initial MTIA | 1 | $ 9,000.00 | $ 9,000.00 |
| | | $ - | $ - |

**Optional Task Sub-Total** **$ 9,000.00**

October 26, 2026

**Scott Kelley, PE, PTOE**
Date
**Principal**
**Greenlight Traffic Engineering, LLC**

Greenlight Traffic Engineering

**Client:** Town of Prescott Valley
**Contract No.:** TBD
**Project No.:** TBD
**Project:** Town Center | Master Traffic Impact Analysis
**Change Order:** NA
**Submittal:** Submittal 1
**Date:** October 26, 2026

## DERIVATION OF MAN-HOURS

| | Classification | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **TASK DESCRIPTION** | **Principal** | **Project Manager - Sr** | **Project Engineer** | **Engineer in Training** | **CADD Tech - Designer** | **Admin/Clerical** | **Total Hours** | **Cost by Task** |
| | **$ 250.00** | **$ 245.00** | **$ 145.00** | **$ 130.00** | **$ 110.00** | **$ 80.00** | | |
| **Task 1: Project Administration, Coordination, and Meetings** | **3** | **0** | **10** | **0** | **0** | **4** | **17** | **$ 2,520.00** |
| 1.1 Project Admin | | | 4 | | | 4 | **8** | $ 900.00 |
| 1.2 Virtual Meetings (x3) | 3 | | 3 | | | | **6** | $ 1,185.00 |
| 1.3 Meeting Agendas and Meeting Minutes (x3) | | | 3 | | | | **3** | $ 435.00 |
| | | | | | | | | |
| **Task 2: Existing Conditions** | | **2** | **6** | **12** | | | **20** | **$ 2,920.00** |
| **Task 3: Phase 1 (Opening Year) Analysis** | | **2** | **8** | **24** | | | **34** | **$ 4,770.00** |
| **Task 4: Phase 2 (Opening Year +2 years) Analysis** | | **2** | **8** | **24** | | | **34** | **$ 4,770.00** |
| **Task 5: Phase 3 (Opening Year +4 years) Analysis** | | **2** | **8** | **24** | | | **34** | **$ 4,770.00** |
| **Task 6: 5-Year Horizon AM+PM Analysis** | | **2** | **8** | **24** | | | **34** | **$ 4,770.00** |
| **Task 7: 10-Year Horizon AM+PM Analysis** | | **2** | **8** | **24** | | | **34** | **$ 4,770.00** |
| **Task 8: Traffic Signal Warrant Analyses and Alternative Intersection Control Evaluation** | | **2** | **8** | **24** | | | **34** | **$ 4,770.00** |
| **Task 9: Mitigation Analyses** | | **6** | **8** | **16** | | | **30** | **$ 4,710.00** |
| **Task 10: Draft and Final Master Traffic Impact Analysis** | | **8** | **24** | **24** | **12** | | **68** | **$ 9,880.00** |
| | | | | | | | | |
| **Greenlight Total Man-Hours** | **3** | **28** | **96** | **196** | **12** | **4** | **339** | **$ 48,650.00** |

FIELD DATA SERVICES OF ARIZONA, INC.
520.316.6745

veracitytrafficgroup dba (Ca)

# Work Estimate

**DATE:** 10/13/2026
**ESTIMATE #:** 26-577
**CITY:** *Prescott Valley*
Prepared by: Sharon Morris

| SERVICE PROVIDER - SUBCONTRACTOR | CUSTOMER |
|---|---|
| **Field Data Services of Arizona, Inc.**<br>**Veracity Traffic Group (California)**<br>31894 Whitetail Ln.<br>Temecula, CA 92592<br>Phone: 520.316.6745<br>Fax: 866.686.7612<br>www.fdsaz.com | **Scott M Kelley, PE, PTOE, Principal**<br>**Greenlight Traffic Engineering**<br><br>**14050 N. 83rd Ave., Suite 290**<br>**Peoria, AZ 85381**<br>**p 602.499.1339**<br>scottk@greenlightte.com |

**PROJECT DESCRIPTION: Greenlight #:**

| ITEM TYPE | DESCRIPTION | QTY | RATE | TOTAL |
|---|---|---|---|---|
| | *WEEKDAY 24-HOUR TMC COUNT* | | | $ - |
| TMC | 21 LOCATIONS TO BE DETERMINED | 21 | $685.00 | $ 14,385.00 |
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| | | | **TOTAL** | **$ 14,385.00** |