

AGREEMENT FOR TOWN ENGINEER SERVICES

THIS Agreement is entered into as of this 22nd day of January, 2019, by and between the Town of Wickenburg, Arizona, a municipal corporation, hereinafter referred to as the "Town" and GHD Inc., a California for-profit (business) corporation, an Arizona corporation, hereinafter referred to as the "Engineer."

FOR THE PURPOSE of providing Town Engineer services for the Town of Wickenburg, the Town and Engineer do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Engineer; Appointment of Project Manager. In consideration of the mutual promises contained in this Agreement, the Town engages the Engineer to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement. Engineer represents that it is available to and is qualified to perform the services set forth on Exhibit A (the "Services"); provided, however, that Engineer shall not undertake such Services except in accordance with Paragraphs 1.2.1 and 1.2.2. Engineer understands and agrees that other engineering firms may be selected to perform engineering services and that Authorizations for Services will be issued in the Town's sole discretion.

1.2 Scope of Services.

1.2.1 The Engineer shall do, perform and carry out in a satisfactory and proper manner, as determined by the Town, the services set forth in individual Authorizations for Services. A form of Authorization for Services is attached hereto as Exhibit B. Town shall notify Engineer in writing of Services to be performed by execution of an Authorization for Services. Delivery of an Authorization for Services shall constitute Engineer's authorization to proceed with the Services described in such Authorization.

1.2.2 Services not anticipated to exceed six (6) hours of Engineer's time may be performed without a written Authorization for Services so long as the Town Manager or Town Public Works Director has given verbal directions to proceed. Any request anticipated to take more than six (6) hours of the Engineer's billable time, shall be accompanied by a signed Authorization for Services. If the billable hours for a project cannot be determined prior to its commencement, a signed Authorization for Services must be submitted to the Town as soon as six (6) hours of the Engineer's time is logged. Services shall not proceed in excess of six (6) hours on such project until Town has executed the Authorization for Services.

1.3 Responsibility of the Engineer.

1.3.1 Engineer hereby agrees that the contract documents, specifications, reports and other documents prepared by Engineer will fulfill the purposes of the Services authorized and shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such contract documents, specifications, reports

and other documents prepared by Engineer shall be prepared in accordance with professional engineering standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Engineer shall obtain consent from Town for any subcontractor it may retain to perform engineering services under this Agreement

1.3.3 Engineer shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Engineer shall designate Frederick Tack as his Engineer Representative and all communications shall be directed to him/her. Key Engineer Personnel are set forth in Exhibit C. "Key Personnel" includes the Engineer employee who will place his/her license number and signature on key documents and those employees who have significant responsibilities regarding the Services and Project. Prior to changing such designation Engineer shall first obtain the approval of the Town.

1.3.5 Engineer's subcontracts are set forth in Exhibit C attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit C, either by adding, deleting or changing subcontractors, shall require the written consent of the Town.

1.3.6 Engineer shall obtain its own legal, insurance and financial advice regarding Engineer's legal, insurance and financial obligations under this Agreement.

1.3.7 Engineer shall coordinate its activities with the Town's Representative and submit its reports to the Town's Representative.

1.3.8 Engineer shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services.

1.3.9 Engineer shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Engineer shall pay all applicable taxes. Engineer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the Engineer by placing at his disposal all available information concerning the Services. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Services.

1.4.2 Town designates Herschel Workman, Public Works Director as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 Contract Term.

1.5.1 This Contract commences on January 22, 2019 and terminates on January 21, 2022. If the parties mutually agree in writing, this contract may be extended for one additional three (3) year term.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. Engineer shall be compensated for Services in accordance with the compensation schedule set forth in the attached Exhibit D through July 31, 2019 unless otherwise set forth in an Authorization for Services for a specific project. Engineer may negotiate up to a two percent (2%) increase with Town to be effective August 1, 2019 through the remainder of the term of this Contract, without further Council approval.

2.2 Method of Payment. Engineer shall be compensated on a monthly basis for Services in progress or satisfactorily completed during the prior month upon presentation of an invoice. Engineer shall prepare monthly invoices which clearly indicate the Services completed and the amount of compensation due for those Services. Services related to a specific Authorization for Services shall reference that Authorization for Services. All invoices shall be for services completed during the prior month and provided to the Town Representative, Herschel Workman, Public Works Director.

2.3 Form of W-9 Required. The Engineer shall provide to Town its completed W-9 Form prior to receipt of any Compensation.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. The Town may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If Engineer believes a change in the Scope of Work has been ordered, Engineer shall submit a request for a change order in writing within ten (10) days from the date of receipt by Engineer of notice of the change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Engineer will be allowed by Town except as provided herein nor shall Engineer provide any services or furnish any materials not covered by this Agreement unless Town first approves in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Engineer agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Engineer, Engineer shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Engineer. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Engineer from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Engineer's insurance shall be primary insurance as respects performance of subject contract and in the protection of the Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self-Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town. Engineer shall be solely responsible for any such deductible or self-insured retention amount.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Engineer shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town and Engineer. Engineer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Engineer shall furnish Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Engineer's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Engineer's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- a. Commercial General Liability-Under ISO Form CG 20 10 04 13 or equivalent.
- b. Auto Liability-Under ISO Form CA 20 48 10 13 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

4.10.2 Engineer's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3 Certificate shall cite that should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

4.10.4 Project descriptive information including:

- A. Project Name
- B. Project Number
- C. Contract Number

4.11 Required Coverage:

4.11.1 Commercial General Liability: Engineer shall maintain "occurrence" form Commercial Liability Insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. Commercial General Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Contract. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 37 04 13 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your

work” for that insured by or for you”. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: Engineer shall maintain Professional Liability insurance covering errors and admissions arising out of the Services performed by Engineer, or anyone employed by Engineer, or anyone for whose acts, mistakes, errors and omissions Engineer is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Engineer shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: Engineer shall maintain Business Automobile Liability Insurance with a limit of \$1,000,000 each occurrence on Engineer’s owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer’s Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code “1” any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Town, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 10 13 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

4.11.4 Workers’ Compensation Insurance: Engineer shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Engineer’s employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, Engineer, its successors and assigns shall indemnify and hold harmless the Town, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Engineer or other persons employed or used by the Engineer in the performance of this Agreement. Engineer’s duty to indemnify and hold harmless the Town, its officers 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 of resulting there from, caused by Engineer’s negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Engineer or used by Engineer in the performance of this Agreement.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope

and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. The Town may, by written notice to the Engineer, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town's convenience or because of the failure of the Engineer to fulfill his contract obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Engineer in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Engineer in the event of substantial failure by the Town to fulfill its obligations.

6.2 Payment to Engineer Upon Termination. If the Agreement is terminated, the Town shall pay the Engineer for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Engineer hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Engineer further warrants that after hiring an employee, Engineer verifies the employment eligibility of the employee through the E-Verify program. If Engineer uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of the Contract. Engineer is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. The Town, at its option, may terminate the Agreement after the third violation. Engineer shall not be deemed in material breach of this Agreement if the Engineer and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). The Town retains the legal right to inspect the papers of any Engineer or subcontractor employee who works on the Agreement to ensure that the Engineer or subcontractor is complying with the warranty. Any

inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.3 Examination of Records. The Engineer agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Engineer involving transactions related to this Agreement.

7.4 Ownership of Documents and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Engineer; however, any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation of the documents by Engineer for other purposes than contemplated herein will entitle Engineer to further compensation as agreed upon between the parties.

7.5 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.6 Independent Engineer. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer will be an independent Engineer and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Engineer agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Engineer and Town, and Town will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

7.7 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.8 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:

Herschel Workman, Public Works Director
Town of Wickenburg
155 North Tegner, Suite A
Wickenburg, Arizona 85390

ENGINEER:

GHD Inc.
4747 North 22nd Street, Suite 200
Phoenix, Arizona 85016

The address may be changed from time to time by either party by serving notices as provided above.

7.9 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. The Town may order the Engineer, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Engineer, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Engineer. The Engineer covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Engineer further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. §38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Engineer shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto.

IN WITNESS WHEREOF, the Town and the Engineer have executed this Agreement as of the date first written.

TOWN OF WICKENBURG

By: Everett Sickles
Everett Sickles, Mayor

ATTEST: Amy Brown
Amy Brown, Town Clerk

APPROVED AS TO FORM:
Trish Stuhan
Trish Stuhan, Town Attorney
Gust Rosenfeld P.L.C.

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE]

ENGINEER:

GHD Inc., a California for-profit
(business) corporation

By 
SIGNATURE

Michael A. Worlton
PRINTED NAME

TITLE: Principal

DATE SIGNED: 1/23/19

EXHIBIT A

SCOPE OF WORK

Engineer shall provide the following services when requested in accordance with Paragraph 1.2.1 or 1.2.2 of the Agreement for Town Engineer Services.

I. TOWN ENGINEERING AND PLANNING SERVICES

A. Administrative Duties

1. Analyze the Town's needs and prepare and administer long and short-range programs consistent with the economic capabilities of the Town.
2. Attend staff level meetings with the Town staff, public officials, community leaders, developers, contractors and the general public.
3. Attend Town Council, Planning Commission, Committee and other meetings as required and as authorized.
4. Review and comment on planning programs and land development controls.
5. Recommend regulations and guidelines pertaining to engineering and planning matters.
6. Provide technical assistance for Town personnel assigned to public works, planning and zoning, and building safety activities.
7. Advise the Town as to engineering, planning and construction financing available from other governmental agencies and when so directed, prepare and initiate application for such funding.
8. Establish working relationships and coordination with all other public agencies, Federal, State, and County Departments, and private utilities involving engineering and planning matters affecting the Town.

B. Development Review

1. Review plats and other submittals for land divisions for proposed developments and make recommendations as to engineering, planning and zoning matters.
2. Perform the statutory functions of Town Engineer pertaining to the review and checking of land development activities.
3. Check improvement plans for facilities under the jurisdiction of the City.

4. Establish performance and labor and material bond amounts when required and require the posting of such securities and other development fees within the proper time sequence of such development review.
5. Provide field inspection during the construction of such improvements by private developers and, at the proper time, recommend notices of completion and acceptance of the work.
6. Provide such necessary and related functions as are the normal practice of the Town in the engineering and planning review of private developments.

C. Public Works Permits and Inspection

1. Provide construction observation of permit work within Town streets, easements and rights-of-way.
2. Check plans and specifications and provide construction administration and observation for Town projects designed by others.

D. Capital Projects

1. When so authorized, prepare plans and specifications for Town projects.
2. Provide design survey, construction survey, construction administration and observation for Town projects.
3. Provide special engineering reports regarding various matters of a technical nature that may from time to time come before the Town.

II. BUILDING SAFETY SERVICES

A. General

1. Engineer shall provide plan checking services as authorized by the Building Official for commercial, industrial and residential projects. Engineer shall also provide building inspection services for commercial, industrial and residential projects as directed by the Building Official on a case-by-case basis.
2. Engineer shall, when authorized by the Building Official, perform such additional Building Safety Services as requested.

B. Plan Checking

Engineer shall review plans prepared by or on behalf of the applicant for compliance with the ordinances of Town. Engineer will review for completeness and correctness of building

design as defined by drawings, specification, design calculations and reports and furnish written comment letters of all corrections required. Engineer will perform recheck of the corrected plans and documents as indicated by the correction letter. Engineer shall maintain close liaison with other Town departments in order that the requirements of those departments are incorporated within such building plans. Engineer shall arrange reviews by other appropriate agencies having jurisdiction in such matters relative to the enforcement of the Fire Codes, Sanitation Codes and Health Codes.

C. Building Inspection

Engineer shall provide building inspection services as requested by the Building Official during the course of construction to enforce compliance with the conditions of approval, provisions of the Town's ordinances and the Code requirements set forth on the plans for which the permit was issued.

EXHIBIT B

AUTHORIZATION FOR SERVICES NO. _____

RE: Agreement for Town Engineer Services between the Town of Wickenburg, Arizona
 and _____.

DATE: _____

SCOPE OF WORK:

PROJECT MANAGER:

START DATE:

COMPLETION DATE:

ESTIMATED FEE:

METHOD OF PAYMENT:

The provisions of the Agreement for Town Engineer Services are hereby
incorporated into and made a part of this Authorization for Services.

ENGINEER

TOWN

EXHIBIT C

ENGINEER'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT D

COMPENSATION

A. COMPENSATION

Engineer shall invoice the Town on a monthly basis for the actual hours spent by Engineer and/or his employees on various assignments as directed by the Town. The hourly rates thus charged will be in accordance with the following schedule to include Engineer's overhead, payroll costs, fringe benefits, profit and ordinary expenses such as copying, telephone, drafting materials, and other routine costs. Sub-consultant hourly rates may vary from those listed below and will be reviewed with the Town Manager prior to engagement when possible. Engineer will invoice separately to Town with prior authorization such extraordinary expenses as large printing costs, aerial photography, soils investigations, or other special consultant services required to complete the work. The invoices shall adequately describe the work accomplished and the cost of each item of work.

General Town Engineering, Planning and Development Coordination

Services:

Project Director	\$165.00/hr
Senior Project Manager/Engineer	\$160.00/hr
Discipline Lead Engineer	\$155.00/hr
Project Manager	\$135.00/hr
Plan Review Project Engineer	\$125.00/hr
Staff Engineer	\$110.00/hr
CAD Drafter	\$105.00/hr
Engineer in Training	\$100.00/hr
Administrator	\$ 65.00/hr
Principal	\$185.00/hr

B. REIMBURSABLE COSTS

All costs must be submitted with monthly bill addressed to Town Representative, Herschel Workman, Public Works Director.

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____ Error! Bookmark not defined.

Distribution: TOWN []
Engineer []
OTHER []

PROJECT: _____ DATE: _____

OWNER: Town of Wickenburg

Engineer: _____

AGREEMENT DATED: _____

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Engineer.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Engineer

Town of Wickenburg

Printed Name _____

Printed Name _____

Date Signed _____

Date Signed _____