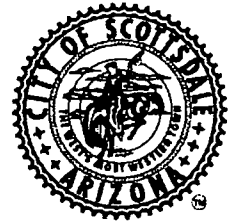


# CITY COUNCIL REPORT



Meeting Date: July 7, 2022  
General Plan Element: ***Public Services and Facilities***  
General Plan Goal: ***Provide recreational opportunities***

## **ACTION**

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**Engineering Services Contract for WestWorld Master Plan Phase I Services.** Adopt Resolution 12550 authorizing Contract 2022-100-COS with Kimley-Horn and Associates, Inc. in the amount of \$100,000 for WestWorld Master Plan Phase I Services.

## **BACKGROUND**

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The purpose of this action is to authorize an engineering services contract to develop a Master plan for WestWorld. This masterplan will assist in the identification of future capital improvement projects and the Master plan will be instrumental in proposing innovative solutions that provide and improve a new entry off Bell Road, event parking, access to facility, drainage, wash mitigation, asset management, and other site amenities.

## **ANALYSIS & ASSESSMENT**

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### **Recent Staff Action**

On May 2, 2022, Capital Project Management staff solicited Requests for Qualifications from engineering firms for the WestWorld Master Plan and received 1 Statement of Qualifications (SOQ) on June 1, 2022. The SOQ was reviewed and accepted by staff in accordance with Arizona Revised Statute Title 34-603.

### **Community Involvement**

Public outreach and community involvement will occur during the design phase through meetings with property owners, stakeholders, and members of the community.

## **RESOURCE IMPACTS**

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### **Available funding**

WestWorld Special Revenue Funds will provide the resources to fund this master plan design contract. This fund (25203) includes per attendee fees and fees collected for access and parking at WestWorld.

### **Staffing, Workload Impact**

The contract administrator, responsible for enforcing all contract provisions, will be Joe Phillips, Project Manager, Capital Projects Management Department, Public Works Division.

## **OPTIONS & STAFF RECOMMENDATION**

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### **Recommended Approach**

Adopt Resolution 12550 authorizing Contract 2022-100-COS with Kimley-Horn and Associates, Inc in the amount of \$100,000 for WestWorld Phase I Master Plan Services.

### **Proposed Next Steps**

Upon Council approval, design of the project will begin immediately.

## **RESPONSIBLE DEPARTMENT(S)**

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Public Works Division - Capital Project Management Department

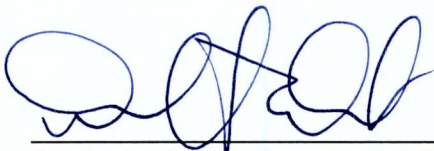
## **STAFF CONTACTS (S)**

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Joe Phillips, Project Manager, 480-312-2522, [jphillips@scottsdaleaz.gov](mailto:jphillips@scottsdaleaz.gov)

## **APPROVED BY**

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Daniel J. Worth, Director, Public Works

(480) 312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)

6-17-22

Date

## **ATTACHMENTS**

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1. Resolution 12550
2. Location Map
3. Contract 2022-100-COS

RESOLUTION NO. 12550

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA AUTHORIZING THE MAYOR TO EXECUTE ENGINEERING SERVICES CONTRACT NO. 2022-100-COS BETWEEN THE CITY AND KIMLEY-HORN AND ASSOCIATES, INC. FOR WESTWORLD MASTER PLAN PHASE I DESIGN SERVICES.

WHEREAS, the City desires to contract for engineering services for the master plan design for WestWorld; and

WHEREAS, Kimley-Horn and Associates Inc. has been selected by the City through a competitive process to provide the necessary engineering services.

BE IT RESOLVED by the Council of the City of Scottsdale as follows:

Section 1. The Mayor of the City of Scottsdale is authorized and directed to execute engineering services Contract No. 2022-100-COS with Kimley-Horn and Associates Inc. in an amount not to exceed one hundred thousand dollars (\$100,000.00) for WestWorld Master Plan Phase I Design Services.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF SCOTTSDALE, an  
Arizona municipal corporation

ATTEST:

By: \_\_\_\_\_  
Ben Lane, City Clerk

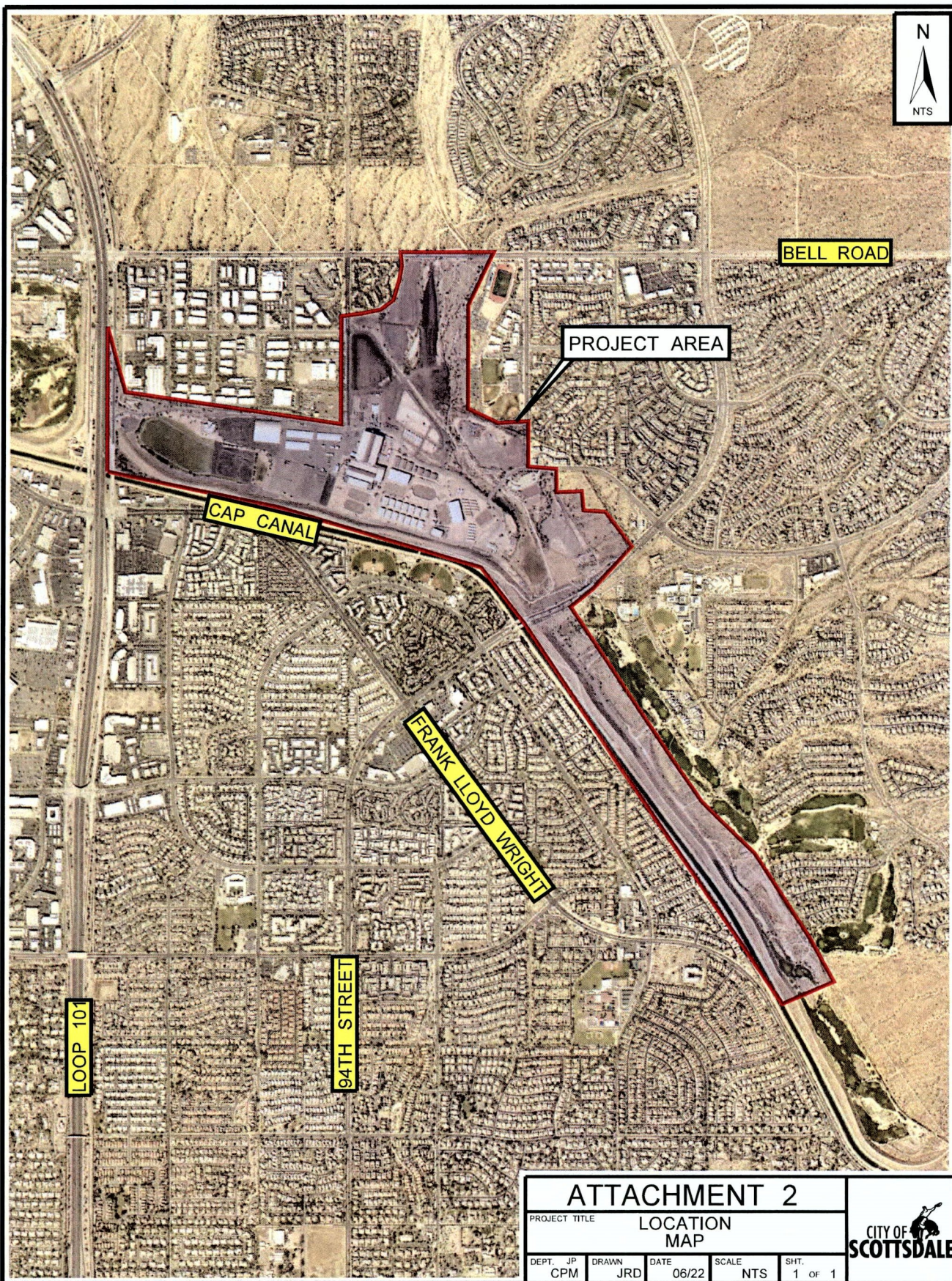
By: \_\_\_\_\_  
David D. Ortega, Mayor

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Sherry R. Scott, City Attorney  
By: Eric C. Anderson, Senior Assistant City Attorney





ATTACHMENT 2					
PROJECT TITLE			LOCATION MAP		
DEPT.	JP	DRAWN	DATE	SCALE	SHT.
CPM		JRD	06/22	NTS	1 of 1







**CITY OF SCOTTSDALE  
ENGINEERING SERVICES CONTRACT**

**PROJECT NO.  
CONTRACT NO. 2022-100-COS**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Scottsdale, an Arizona municipal corporation (the "CITY"), and Kimley-Horn and Associates, Inc., a North Carolina corporation, ("ENGINEER.")

**RECITALS**

- A.** The Mayor of the City of Scottsdale is authorized by the City Charter to execute contracts for professional services; and
- B.** The City intends to contract for Engineering services with ENGINEER for the design services for a master plan at WestWorld; and
- C.** The Engineer is qualified to render the services desired by the city.

**FOR AND IN CONSIDERATION** of the parties' mutual covenants and conditions, the City and the ENGINEER agree as follows:

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

**1.1 Scope of Services**

The Engineer will provide the Engineering services required by this Contract.

The Engineer is assigned the tasks specified in the attached Exhibit A, Project Scope of Work, which is incorporated by reference and made a part of this Contract. If any provision of the Engineer's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

The Engineer must obtain all necessary information to complete the tasks specified in Exhibit A, Project Scope of Work.

**1.2 Acceptance and Documentation**

- A.** Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.

- B. The City will provide all necessary information to the Engineer for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Engineer.

## **2.0 FEES AND PAYMENTS**

### **2.1 Fee Schedule**

The amount paid to the Engineer shall not exceed \$100,000.00.

The Engineer shall be paid according to the hourly rates by task as shown in Exhibit A. The fees to be paid to Engineer are based on time and materials not to exceed the total shown in Exhibit A:

### **2.2 Payment Approval**

The time spent for each task must be recorded and submitted to the Contract Administrator. The Engineer must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the Contract period.

Monthly payments will be made to the Engineer on the basis of a progress report submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Contract Administrator to determine acceptable completion.

The Contract Administrator will prepare a partial payment request document for the Engineer's acceptance. However, not more than 90% of the total Contract price will be paid before City's final acceptance of all completed work.

The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis.

All charges must be approved by the Contract Administrator before payment.

#### **2.2.1 Payment Terms**

The City of Scottsdale's payment terms for engineering work under State of Arizona A.R.S. Title 34 requirements is fourteen (14) days after invoice submittal by the Engineer and the work is certified and approved by the City Contract Administrator.

The City has seven (7) days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the City Contract Administrator. Until such time as such issues are resolved and certified by the City, the fourteen (14) day payment term will not have commenced.



### **2.3 Price Adjustment**

Price increases may only be requested by the Engineer, thirty (30) days before the annual anniversary date of the Contract. Failure to do so may result in the denial of any increase requested.

Price increases will become effective only after approval by the Contract Administrator and the Purchasing Director and will be effective for at least one (1) year from the date of approval.

Approved price increases will be applied to the unit pricing in the Contract as a percentage increase.

The increased rate will be based upon mutual consent of the Engineer and the Contract Administrator; however, the Contract Administrator will evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

The percentage increase in unit pricing may not exceed 5%.

## **3.0 GENERAL TERMS AND CONDITIONS**

### **3.1 Contract Administrator**

The Contract Administrator for the City will be Joe Phillips, or designee. The Contract Administrator will oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer must submit all reports and special requests through the Contract Administrator. The Contract Administrator has the authority to authorize Change Orders up to the limits permitted by the City's Procurement Code.

### **3.2 Term of Contract**

The Term of the Contract is for 210 calendar days.

This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk. This Contract is in full force and effect when it is signed by the City and the Engineer.

If any tasks remain incomplete after the Term of the Contract has expired, the Contract Administrator must give written approval to continue the Contract.

### **3.3 Termination or Cancellation of Contract**

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Engineer.

**Termination for Convenience:** The City has the right to terminate this Contract or any part of it for its sole convenience with thirty (30) days written notice. If terminated, the Engineer must immediately stop all work and will immediately

cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Engineer will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Engineer and the City, based on the Scope of Work.

If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation will be based on this determination. The City will make this final payment within sixty (60) days after the Engineer has delivered the last of the partially completed items. The Engineer will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Engineer's suppliers or Subcontractors, which the Engineer could reasonably have avoided.

**Cancellation for Cause:** The City may also cancel this Contract or any part of it with seven (7) days' notice if the Engineer defaults, or if the Engineer fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator or failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to terminate this Contract for cause. Upon cancellation for cause, the City will not be liable to the Engineer for any amount, and the Engineer will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Engineer is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this Contract immediately after giving notice to the Engineer.

If the City cancels this Contract or any part of the Contract services, the City will notify the Engineer in writing, and upon receiving notice, the Engineer must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Engineer must deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

The Engineer must appraise the work it has completed and submit its appraisal to the City for evaluation.

If the Engineer fails to fulfill in a timely and proper manner its obligations, or if the Engineer violates any of the terms of this Contract, the City may withhold any payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined by a court of competent jurisdiction.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.



### **3.4 Funds Appropriation**

If the City Council does not appropriate funds to continue this Contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Engineer at least thirty (30) days before the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of that period.

### **3.5 Audit**

The City may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Engineer's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Engineer must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written Contract between the Engineer and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Engineer to the City in excess of 1% of the total Contract billings, the actual cost of the City's audit must be reimbursed to the City by the Engineer. Any adjustments and payments made as a result of the audit or inspection of the Engineer's invoices and records will be made within a period of time not to exceed 90 days from presentation of the City's findings to the Engineer.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

### **3.6 Ownership of Project Documents**

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the City concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. The City will release the Engineer from any liability for the preparation of final construction plans by others.

### **3.7 Completeness and Accuracy**

The Engineer will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Engineer and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Engineer. Additional construction added to the project will not be the responsibility of the Engineer unless the need for additional construction was created by any error, omission, or negligent act of the Engineer. The City's acceptance of the Engineer's work will not relieve the Engineer of any of its responsibilities.

### **3.8 Attorney's Fees**

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees, reasonable costs and expenses as determined by the court. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action.

### **3.9 Successors and Assigns**

This Contract shall be binding upon the Engineer, its successors and assigns, including any individual, or other entity with or into which the Engineer may merge, consolidate, or be liquidated, or any individual or other entity to which the Engineer may sell or assign its assets.

### **3.10 Assignment**

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Contract Administrator. Any assignment in contravention of this section shall be void.

### **3.11 Subcontractors**

The Engineer may engage additional Subcontractors as required for the timely completion of this Contract. If the Engineer subcontracts any of the work required by the Contract, the Engineer remains solely responsible for fulfillment of all the terms of this Contract.

The Engineer will pay its Subcontractors within 7 calendar days of receipt of each progress payment from the City. The Engineer will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the City with each progress payment. In addition, any reduction of retention, if any, by the City will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Engineer will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Engineer. No Contract between the Engineer and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.



If the Engineer fails to make payments in accordance with these provisions, the City may take any of one or more of the following actions:

- A. To hold the Engineer in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the City from the Engineer for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

### **3.12 Alterations or Additions to Scope of Services**

The total Scope of the Engineering Services to be performed is stated in this Contract and any exhibits thereto. Any services requested outside the Scope of Work are additional services. The Engineer will not perform these additional services without a written Change Order approved by the City. If the Engineer performs additional services without a written Change Order, the Engineer will not receive any additional compensation.

### **3.13 Modifications**

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

### **3.14 Conflict of Interest**

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

The City may cancel any Contract or Agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation will be effective when written notice from the City is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. 38-511).

The Engineer will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

**3.15 Force Majeure**

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

**3.16 Taxes**

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

**3.17 Advertising**

No advertising or publicity concerning the City using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the City of Scottsdale Contract Administrator and by the City Attorney.

**3.18 Counterparts**

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

**3.19 Entire Agreement**

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

**3.20 Arizona Law**

This Contract must be governed and interpreted according to the laws of the State of Arizona.

**3.21 Equal Employment Opportunity**

During the performance of this Contract, the Engineer will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

**No Preferential Treatment or Discrimination:**

In accordance with Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

### **3.22 Compliance with Federal and State Laws**

The Engineer accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Engineer accepts the applicability to it of A.R.S. §34-301 and 34-302. The Engineer shall include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

**Under the provisions of A.R.S. §41-4401, the Engineer warrants to the City that the Engineer and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Engineer and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).**

A breach of this warranty by the Engineer or any of its subcontractors will be considered a material breach of this Contract and may subject the Engineer or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Engineer or any subcontractor who works on this Contract to ensure that the Engineer or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Engineer and any of its subcontractors to ensure compliance with this warranty. The Engineer agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Engineer or any of its subcontractors in material breach of this Contract if the Engineer and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Engineer enters into with any and all of its subcontractors 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 contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Engineer will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Engineer's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

### **3.23 Compliance with Americans with Disabilities Act**

Engineer acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Engineer will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Engineer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

### **3.24 Israel Boycott Prohibition**

By submitting a quote/proposal/bid and/or entering into a contract with the City, the Engineer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

### **3.25 Evaluation of Engineer's Performance**

The Engineer will be evaluated regarding its performance of this Contract. This evaluation may include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of Plans (line work, lettering, etc.)
- Working Relationship with City Staff and Others
- Availability
- Communication Skills (meetings, correspondence, etc.)

This evaluation will be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

### **3.26 Notices**

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the Engineer:

Kimley-Horn and Associates Inc.  
Michael Hermann, P. E.  
Company Principal  
7740 North 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020-4467



On behalf of the City:

Capital Project Management  
Joe Phillips  
Project Manager  
7447 E. Indian School Road, Suite 205  
Scottsdale, AZ 85251

If hand delivered, Notices are deemed received on the date delivered. If delivered by certified or registered mail, Notices are deemed received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

### **3.27 Independent Contractor**

The services the Engineer provides to the City are that of an Independent Contractor, not an employee, or agent of the City. The City may report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City will not withhold income tax as a deduction from contractual payments unless required under federal or state law. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

### **3.28 Ineligible Bidder**

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which it prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which it prepared the specification.

### **3.29 Indemnification**

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any act or omission, negligence, recklessness, or intentional wrongful conduct by Engineer in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

#### **4.0 INSURANCE**

A current Acord Certificate is acceptable.

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

**Additionally Certificates of Insurance submitted without referencing a Contract number may be subject to rejection and returned or discarded.**

##### **4.1 Insurance Representations and Requirements**

- A. General: The Engineer agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Engineer, the Engineer must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect the Engineer. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Engineer from, nor may it be considered a waiver of Contractor's obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The Engineer must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by The City of Scottsdale, unless specified otherwise in this Contract.

- D. Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective

date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Engineer is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Engineer to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Engineer in this Contract. The Engineer is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the Engineer must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Engineer's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Engineer's must forward renewal Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions endorsed to the Engineer's policy:

- 1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
  - a) Commercial General Liability
  - b) Auto Liability
  - c) Excess Liability - Follow Form to underlying insurance as required.
- 2. The Engineer's insurance must be primary insurance for all performance of work under this Contract.

3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Engineer under this Contract.
4. If the Engineer receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Engineer's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

#### **4.2 Required Coverage**

- A. Commercial General Liability: The Engineer must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Engineer must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose acts, mistakes, errors and omissions the Engineer is legally liable, with a liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- C. Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of this contract, the Engineer must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- D. Workers Compensation Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes applicable to Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit. If the Contractor is a sole proprietor, has no employees, and



has elected not to purchase workers compensation insurance; a completed and signed Workers Compensation Waiver form will substitute for the insurance requirement. The Workers Compensation Waiver form cannot be used by corporations, LLC's, partnerships or sole proprietors with employees.

## **5.0 SOFTWARE LICENSES**

If the Engineer provides to the City any software licenses, the following provisions apply:

### **5.1 Source Code Availability**

- A. The Engineer must furnish the City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
  - 1. The Engineer becomes insolvent; or
  - 2. The Engineer ceases to conduct business; or
  - 3. The Engineer makes a general assignment for the benefit of creditors;  
**or**
  - 4. A petition is filed in Bankruptcy by or against the Engineer.
- B. Use of the Source Code may not be subject to any greater restrictions than use of the Software itself.
- C. The City must have the right to modify the Source Code in any manner the City believes is appropriate, provided that the Source Code as modified will remain subject to the restrictions of Section 5.1(B).

### **5.2 Proprietary Protection**

- A. The City agrees that if the Engineer informs the City that the Software is confidential information or is a trade secret of the Engineer; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Engineer shall not use or disclose any knowledge, data or proprietary information relating to the City obtained in any manner.
- C. As permitted by Arizona Law, the parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of 7 years after termination of this Contract and of all licenses granted by this Contract, to hold each others' confidential information in confidence. The parties agree, unless required by government regulations or order of Court, not to make each others' confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Engineer must reimburse the City for the full cost of the City's refusal to

release the information, including the costs of litigation, the City's attorney fees, fines, penalties or assessments of the opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

### **5.3 Non-Infringement**

The Engineer warrants that the Software provided to the City does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the City asserting or involving such an allegation, the Engineer will defend, at the Engineer's expense, and will indemnify and hold harmless the City against any loss, cost, expense (including attorney fees) or liability arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Engineer's opinion the Software is likely to become the subject of a claim of infringement, the Engineer will, at its option and its expense:

1. Procure for the City the right to continue using the Software; or
2. Replace or modify the software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or - If neither 1 nor 2 is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5 year period, commencing on the date of acceptance.

### **5.4 Third Party License**

The Engineer shall sublicense to the City any and all third party Software required in this Contract. The City reserves the right to accept or reject third party license terms. If the City rejects the terms of a third party license, the Engineer shall be responsible to negotiate acceptable terms or to supply Software from another source with terms acceptable to the City. The City's acceptance of the third party license terms will not be unreasonably withheld.

## **6.0 SEVERABILITY AND AUTHORITY**

### **6.1 Severability**

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

### **6.2 Authority**

Each party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party

acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

**7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form**

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at [www.IRS.gov](http://www.IRS.gov) under its forms section.

**8.0 DONATIONS**

No donations allowed. To avoid the appearance of impropriety, Contractor shall not make any donation to the City, of any goods or services during the term of this Agreement, unless it has specifically been approved by the City Manager or designee.

*[Signature page follows]*

THE CITY OF SCOTTSDALE, by its Mayor and City Clerk have subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2022.

AUTHORIZATION:

ENGINEER:  
KIMLEY-HORN & ASSOC.,  
a North Carolina corporation

CITY OF SCOTTSDALE, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Print Name/Title \_\_\_\_\_

By: \_\_\_\_\_  
David D. Ortega, Mayor

ATTEST:

RECOMMENDED:

By: \_\_\_\_\_  
Ben Lane, City Clerk

By: \_\_\_\_\_  
Joe Phillips, City Contract Administrator

CITY OF SCOTTSDALE REVIEW:

By: \_\_\_\_\_  
Alison Tymkiw, City Engineer Public Works

By: \_\_\_\_\_  
George Woods, Risk Management

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

  
\_\_\_\_\_  
Sherry R. Scott, City Attorney  
By: Eric C. Anderson, Senior Assistant City Attorney



# **City of Scottsdale**

## **EXHIBIT A**

### **MASTER PLANNING SERVICES FOR WESTWORLD OF SCOTTSDALE**

**June 16, 2022**

Prepared for:



Prepared by:

**Kimley»Horn**  
Expect More. Experience Better.

7740 North 16th Street, Suite 300  
Phoenix, Arizona 85020  
(602) 944-5500 | Tel  
(602) 944-7423 | Fax

### WestWorld of Scottsdale Master Plan

The City of Scottsdale has identified the need to develop a master plan update for the WestWorld facility. The previous WestWorld Master Plan was completed in 2003. The goal for the plan is to develop concepts to vet various event usage to determine infrastructure and access / circulation needs for the WestWorld facility.

The following elements have been identified to be part of this master plan:

- Compile and evaluate existing information including as-built design plans, utility maps, aerial photos, City Standards
- Perform field investigations and site visits as necessary for master plan concepts
- Evaluate the feasibility of the proposed improvements to WestWorld
- Prepare master plan with conceptual design elements. Include programming and goal setting (vision and direction, guiding principles, etc.) Use of graphics including renderings and creative visuals.
- Preparation of a preliminary cost estimate (15% level) for full architectural and engineering design and construction.
- Attendance of all meetings related to the project as required by City staff, including but not limited to design meetings, public meetings, Development Review Board meetings and City Council Meetings.
- Assist the City in presentations to City Management

### Project Scope of Work – Phase 1 Initial Project Initiation, data collection, site analysis and initial program

The following phase 1 scope of work includes project initiations, data collection, site analysis and initial programming. The proposed scope of work includes a work period of three to four months. A project schedule shall be developed with the City. A phase 2 scope of work to complete the master plan will be identified with the City as the project develops.



SUMMARY OF TASKS

Task 1.0 Project initiation .....2

Task 2.0 Data Collection, Site Inventory, and Investigation .....4

Task 3.0 Site Analysis .....6

Task 4.0 Initial Program Development .....7

## TASK 1.0 PROJECT INITIATION

### TASK 1.1 PROJECT KICK-OFF MEETING

The purpose of this meeting is to formally kick-off the project with the consultant team, City of Scottsdale (City) team, and key stakeholders.

#### Goals and Vision:

The first step for the WestWorld Master Plan project will be accomplished by a workshop-style kick-off meeting with the project design team and City. The project vision and goals will be identified by the team with City and the key project stakeholders.

#### Stakeholder Identification:

The consultant design team will work with the City to identify key stakeholders that will be involved in the master plan and conceptual development process. A project involvement matrix including a contact list of stakeholders will be developed by the Consultant with input from the City team. The City will lead the process with the project key stakeholders and user groups. The consultant team will support the City with exhibits and project materials.

#### Schedule:

The consultant design team will clarify any assumptions with City to develop the overall baseline project schedule. The Consultant will work with the City to refine the project tasks and the project schedule. The outlined process should be organized and mapped to show the relationship between tasks to allow effective and timely planning of tasks and designate key project milestones and deliverable dates for each phase. The level of involvement and roles for each task and phase will also be identified. The important milestone dates will be proposed by the Consultant and refined and approved by City of Goodyear.

#### Communication Protocol

The project lines of communication will be established between the consultant design team and the City. The Consultant point of contact will be Sean Wozny, Kimley-Horn Project Manager. Communications to the design team will copy the design core team of Sean Wozny, and Michael Braun with DWL. Design team communication to discipline team members and subconsultants will be distributed by Sean Wozny.

#### Project Involvement Matrix

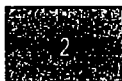
The consultant design team will compile a listing of contact information containing phone numbers and email addresses, and agency/firm and role on project. This contact list will be the project involvement matrix and will include the entire project team including the design team and City staff as well as key stakeholders and additional agencies.

#### **Required Staff**

1. **Consultant:** Sean Wozny, Robert Lyons, Marissa Pellegrini, Kimley-Horn; Michael Braun, DWL; Mark Gavan, Gavan Barker; Todd Gralla, Populous

#### **Deliverables**

1. Meeting minutes
2. Project involvement matrix/contact list





3. Project schedule showing relationships and coordination between tasks or group of tasks including project goals, objectives, communication lines, roles for each task and phase and key project milestones

## TASK 1.2 BI-WEEKLY PROGRESS MEETINGS

The Consultant will hold standing bi-weekly meetings with the City and others as necessary to provide project and schedule updates, progress, identify current tasks/action items, and discuss upcoming tasks.

This task includes **EIGHT** bi-weekly project meetings over the duration of this initial project phase.

### Required Staff

1. **Consultant:** Sean Wozny, Robert Lyons, Marissa Pellegrini, Kimley-Horn; Michael Braun, DWL; Mark Gavan, Gavan Barker; Todd Gralla, Populous

### Deliverables

1. Meeting minutes
2. Updated task/action list
3. Updated project timeline
4. Bi-Weekly status report

## TASK 1.3 STAKEHOLDER / USER GROUP MEETINGS

The Consultant team will attend stakeholder and user group meetings that will be led by the City of Scottsdale.

This task includes **Four** meetings over the duration of this initial project phase.

### Required Staff

1. **Consultant:** Sean Wozny, Robert Lyons, Marissa Pellegrini, Kimley-Horn; Michael Braun, DWL; Mark Gavan, Gavan Barker; Todd Gralla, Populous

### Deliverables

1. Meeting minutes

## TASK 1.4 SITE TOUR

Consultant and key staff shall walk the WestWorld project site with City staff to obtain background, history and access to existing site infrastructure and facilities to collect site information and site photos, document existing conditions, ground truth utility mapping / as-built plans and identify conditions.

### Required Staff

1. **Consultant:** Sean Wozny, Robert Lyons, Marissa Pellegrini, Kimley-Horn; Michael Braun, DWL

### Deliverables

1. Meeting minutes including site photos, existing conditions, and existing site elements

## TASK 2.0 DATA COLLECTION, SITE INVENTORY, AND INVESTIGATION

### TASK 2.1 BLUESTAKE DESIGN TICKET REQUEST

Consultant shall request a Bluestake Design Ticket to notify utility companies with utilities within the project area to identify utility contact and mapping of facilities.

#### Required Staff

1. **Consultant:** Sean Wozny, Robert Lyons, Marissa Pellegrini, Kimley-Horn; Michael Braun, DWL

#### Deliverables

1. List of Utility Companies with Contact
2. List of Utility Mapping

### TASK 2.2 AS-BUILT PLANS AND CITY GIS MAPPING

The Consultant shall coordinate with City to obtain as-built plans for the WestWorld project area. The Consultant will also coordinate with the City to submit a public information request to acquire City GIS / CAD files of mapping for Water, Sewer, Storm Drain, topography, and aerial mapping.

#### Required Staff

1. **Consultant:** Sean Wozny, Robert Lyons, Kimley-Horn

#### Deliverables

1. Memorandum with summary of as-built plans and mapping information obtained

### TASK 2.3 CAD BASE MAPPING

The Consultant shall utilize the topographical survey conducted in 2021 by Rick Engineering as part of Gavan and Barkers previous drainage work within the project area. The Consultant shall compile utility mapping and as-builts to develop CAD base files to be utilized for concept development and site planning efforts.

#### Required Staff

1. **Consultant:** Sean Wozny, Robert Lyons, Kimley-Horn

#### Deliverables

1. CAD base files

### TASK 2.4 CITY OF SCOTTSDALE INFRASTRUCTURE MEETING

The Consultant shall meet with City of Scottsdale staff to introduce the project and discuss concerns and overall approach for the WestWorld property.

#### Required Staff

1. **Consultant:** Sean Wozny, Robert Lyons, Kimley-Horn



**Deliverables**

1. Meeting Minutes

**TASK 2.5 BUREAU OF RECLAMATION MEETING**

The Consultant shall coordinate a project kick off meeting with the Bureau of Reclamation to introduce the project, goals and schedule.

**Required Staff**

1. **Consultant:** Sean Wozny, Kimley-Horn, Mark Gavan, Gavan Barker

**Deliverables**

1. Meeting Agenda
2. Meeting Minutes

**TASK 2.6 CITY OF SCOTTSDALE DRAINAGE MEETING**

The Consultant shall meet with City of Scottsdale staff to introduce the project and discuss concerns and overall approach for the WestWorld property.

**Required Staff**

1. **Consultant:** Mark Gavan, Gavan Barker

**Deliverables**

1. Meeting Minutes

**TASK 2.7 HYDROLOGY AND HYDRAULIC STUDIES/MODELING ASSESSMENT**

Gavan & Barker shall review the previous drainage information and studies with the project area and provide a summary assessment for the project.

**Required Staff**

1. **Consultant:** Mark Gavan, Gavan Barker

**Deliverables**

1. Summary Assessment for Drainage

**TASK 2.8 CITY OF SCOTTSDALE TRAFFIC MEETING**

The Consultant shall meet with City of Scottsdale staff to introduce the project and discuss concerns and overall approach for the WestWorld property.

**Required Staff**

1. **Consultant:** Kim Carroll, Zack Handy, Kimley-Horn

**Deliverables**

1. Meeting Minutes

## TASK 2.9 TRAFFIC DATA COLLECTION

The City shall provide the Consultant with existing traffic volume data for WestWorld including event data to review and utilize for an initial existing conditions traffic summary assessment. Future traffic data collection will be determined if required based on the level of existing traffic data provided by the City of Scottsdale.

### Required Staff

1. **Consultant:** Kim Carroll, Zack Handy, Kimley-Horn

### Deliverables

1. Initial Traffic Summary Assessment based on existing traffic data from City of Scottsdale

## TASK 3.0 SITE ANALYSIS

### TASK 3.1 DRAINAGE SUMMARY ASSESSMENT REPORT

Gavan & Barker shall review the previous drainage information and studies with the project area and provide a summary assessment for the project. **A further developed drainage assessment will be include in a future scope of work for the completion of the WestWorld Master Plan.**

### Required Staff

1. **Consultant:** Mark Gavan, Gavan Barker

### Deliverables

1. Summary Assessment for Drainage

### TASK 3.2 EXISTING INFRASTRUCTURE ASSESSMENT REPORT

The Consultant shall author a report documenting and summarizing the existing site infrastructure (overhead and underground) including but not limited to wet utilities – potable water, reclaimed water, sanitary sewer as well as dry utilities – electrical, natural gas, fiber optics, and communication infrastructure. The report shall include analysis regarding existing utility capacity. It will also identify possible utility connection and tie-in options to be considered during concepts development. **A further developed utility basis of design report based on concept development will be include in a future scope of work for the completion of the WestWorld Master Plan.**

**Prepare an Existing Infrastructure Assessment Report:** This Assessment Report will contain:

1. Existing utility infrastructure Inventory
  - a. Verify the size, material, location, depth, and capacity of existing wet and dry utilities within the WestWorld project site. Infrastructure to be included, but not limited includes
    - a. Water
    - b. Sanitary Sewer
    - c. Electrical
    - d. Fiber / Optic
    - e. CATV
    - f. Communication
    - g. Traffic
    - h. Natural Gas



#### **Required Staff**

1. **Consultant:** Sean Wozny, Robert Lyons

#### **Deliverables**

1. Existing Infrastructure Assessment Report with documentation of utility information
2. Existing Utility infrastructure mapping exhibits for water and sanitary sewer
3. Dry utility mapping including but not limited to Cox Communications, Coaxial, Telephone, Southwest Gas, APS Electric

### **TASK 3.3 INITIAL TRAFFIC SUMMARY ASSESSMENT**

The Consultant shall complete an initial traffic summary assessment based on the information collected from the City. This initial summary shall document existing conditions and current site access and event traffic circulation based on the existing traffic and event data provided by the City of Scottsdale. **A further developed traffic impact statement / study based on concept development will be include in a future scope of work for the completion of the WestWorld Master Plan.**

#### **Required Staff**

1. **Consultant:** Kim Carroll, Zack Handy, Kimley-Horn

#### **Deliverables**

1. Initial Traffic Summary Assessment based on existing traffic data from City of Scottsdale

### **TASK 3.4 OPPORTUNITIES AND CONSTRAINTS MAPPING EXHIBIT**

The Consultant shall produce an opportunities and constraints mapping exhibit based on the findings from the data collection task for utilities and drainage.

#### **Required Staff**

1. **Consultant:** Sean Wozny, Robert Lyons, Marissa Pellegrini, Kimley-Horn

#### **Deliverables**

1. 30-inch by 42-inch Opportunities and Constraints Map

## **TASK 4.0 INITIAL PROGRAM DEVELOPMENT**

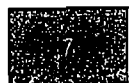
### **TASK 4.1 INITIAL PROGRAMMING MEETING**

The Consultant shall conduct a programming meeting with the City and key project stakeholders to identify existing and future programming needs for the WestWorld facility.

#### **Required Staff**

1. **Consultant:** Sean Wozny, Robert Lyons, Marissa Pellegrini, Kimley-Horn; Michael Braun, DWL; Mark Gavan, Gavan Barker; Todd Gralla, Populous

#### **Deliverables**



1. Meeting Minutes

## TASK 4.2 EXISTING EVENT SET UP OVERLAY DIAGRAMS

Todd Gralla with Populous shall work with the project team to provide existing event set up overlays to understand current operations and what that means for the development of site concepts and site access / circulation.

### Required Staff

1. **Consultant:** Sean Wozny, Robert Lyons, Marissa Pellegrini, Kimley-Horn; Michael Braun, DWL; Mark Gavan, Gavan Barker; Todd Gralla, Populous

### Deliverables

1. Meeting Minutes

## TASK 4.3 INITIAL CONCEPT DEVELOPMENT

The consultant team will work with the City and the identified programming and event types to develop initial site concepts. A future scope of work will be developed for further concept development and refinement to be utilized for infrastructure demand, traffic analysis, cost modeling and CIP project identification and implementation/prioritization.

### Required Staff

1. **Consultant:** Sean Wozny, Robert Lyons, Marissa Pellegrini, Kimley-Horn; Michael Braun, DWL; Mark Gavan, Gavan Barker; Todd Gralla, Populous

### Deliverables

1. Initial Concept Development

### Payment

The scope of work is for the identified phase 1. The project is to utilize billing on a Time and Materials basis and not to exceed the phase 1 \$100,000 amount.

### Exclusions / Future Scope of Work for phase 2 of this master plan

- Final Programming
- Final Concept Development
- Final Infrastructure Basis of Design Report
- Utility Potholing
- Traffic Impact Study
- 15% Plan Development
- Cost Model
- Final Master Plan Document
- Visualization and Project Modeling / Renderings and Graphics
- Municipal Use Site Master Plan
- City Presentations and Meetings

City of Scottsdale WestWorld Master Plan														
	DWL Architects							Populous		Gavan Barker				
	Project Manager	Sr. Engineer	Engineer	Designer	Analyst	Tech / Drafter	Admin / Clerical	Design Director, Planner	Principal	Designer III	Principal Engineer	Project Engineer	Designer	Total
	\$200.00	\$185.00	\$175.00	\$150.00	\$110.00	\$100.00	\$75.00	\$180.00	\$360.00	\$155.00	\$165.00	\$122.00	\$99.00	
PHASE 1 - WestWorld Master Plan														
TASK 1.0 Project Initiation														
1.1 Project Kickoff Meeting		3						8	2					\$ 2,715
1.2 Bi-Weekly Progress Meetings (Eight Meetings)		24						48	4		12	12		\$ 17,964
1.3 Stakeholder / User Group meetings (Four Meetings)		24						48	4		12			
1.3 Site Tour		8						12						\$ 3,640
Subtotal Hours	-	59	-	-	-	-	-	116	10	-	24	12	-	221
Subtotal Dollars	\$ -	\$ 10,915	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,880	\$ 3,600	\$ -	\$ 3,960	\$ 1,464	\$ -	\$ 24,319
TASK 2.0 Data Inventory, Site inventory, and Investigation														
2.1 Bluestake Design Ticket Request				2				8			3			\$ 1,395
2.2 As-Built Plans and City GIS Mapping				2										\$ 300
2.3 CAD Base Mapping				8		24								\$ 3,600
2.4 City of Scottsdale Infrastructure Meeting	2	4												\$ 1,140
2.5 Bureau of Reclamation Meeting	2													\$ 400
2.6 City of Scottsdale Drainage Meeting	2										3	3		\$ 1,261
2.7 Hydrology and Hydraulic Studies / Modeling Assessment														\$ -
2.8 City of Scottsdale Traffic Meeting	2	4												\$ 1,140
2.9 Traffic Data Collection		4		8										\$ 1,940
Subtotal Hours	8	12	-	20	-	24	8	-	-	-	6	3	-	81
Subtotal Dollars	\$ 1,600	\$ 2,220	\$ -	\$ 3,000	\$ -	\$ 2,400	\$ 600	\$ -	\$ -	\$ -	\$ 990	\$ 366	\$ -	\$ 11,176
TASK 3.0 Site Analysis														
3.1 Drainage Summary Assessment Report											18	21	48	\$ 10,284
3.2 Existing Infrastructure Assessment Report	1	4	8		24									\$ 4,980
3.3 Initial Traffic Summary Assessment	1	4			24									\$ 3,580
3.4 Opportunities and Constraints Mapping Exhibit			4			8								\$ 1,500
Subtotal Hours	2	8	12	-	48	8	-	-	-	-	18	21	48	78
Subtotal Dollars	\$ 400	\$ 1,480	\$ 2,100	\$ -	\$ 5,280	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ 2,970	\$ 2,562	\$ 4,752	\$ 20,344
TASK 4.0 Initial Program Development														
4.1 Initial Program Meeting	2							8	8		4			\$ 5,380
4.2 Existing Event Set Up Overlay Diagrams								18	8	36				\$ 11,700
4.3 Initial Concept Development	2	4	8	16		24		18						\$ 10,580
Subtotal Hours	4	4	8	16	-	24	-	44	16	36	4	-	-	156
Subtotal Dollars	\$ 800	\$ 740	\$ 1,400	\$ 2,400	\$ -	\$ 2,400	\$ -	\$ 7,920	\$ 5,760	\$ 5,580	\$ 660	\$ -	\$ -	\$ 27,660
TOTAL MASTER PLANNING HOURS	14	83	20	35	48	56	8	160	26	36	52	36	48	265
TOTAL DESIGN FEES	\$ 2,800	\$ 15,355	\$ 3,500	\$ 5,400	\$ 5,280	\$ 5,600	\$ 600	\$ 28,800	\$ 9,360	\$ 5,580	\$ 8,580	\$ 4,392	\$ 4,752	\$ 99,999

KH TOTALS \$ 38,535  
DWL Total \$ 28,800  
Populous Total \$ 14,940  
Gavan Barker Total \$ 17,724  
TOTAL FEE PHASE 1 \$ 100,000





## Kimley-Horn and Associates, Inc.

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### Hourly Labor Rate Schedule

<b>Classification</b>	<b><i>Rate</i></b>
Analyst I	\$110
Analyst II	\$145
Engineer	\$175
Senior Engineer	\$185
Project Manager	\$200
Admin	\$75

Effective through December 31, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract



June 16, 2022

Mr. Sean Wozny, PE, RLA  
Kimley-Horn  
7740 N. 16th Street, Suite 300  
Phoenix, Arizona 85020

**Re:** Fee Proposal  
**Drainage Planning – Westworld Master Plan**  
Gavan & Barker No. 2212

Dear Sean:

Attached is our proposal for providing initial drainage planning services associated with the Westworld Master Plan. Included herein is our proposed Scope of Work and the Fee Schedule/Project Estimating sheet.

Our proposed not-to-exceed fee is \$17,724.00 to be billed on an hourly basis at the rates shown in the attached Project Estimating Sheet.

If you have any questions, please feel free to call me at (602) 200-0031.

Sincerely,  
Gavan & Barker, Inc.

A handwritten signature in black ink, appearing to read 'Mark T. Gavan', with a long horizontal stroke extending to the right.

Mark T. Gavan, P.E.  
Project Manager

Enclosures

## **SCOPE OF WORK**

### **City of Scottsdale**

#### **Drainage Planning - Westworld Master Plan**

**Project Description** – This scope of work is for providing initial drainage planning services in support of the Westworld Master Plan. These services will be provided as a subconsultant to Kimley-Horn.

#### **TASKS:**

- 1. Project Kickoff Meeting** – One meeting to be attended by Mark Gavan.
- 2. Drainage Planning Meeting** – One meeting to be attended by Mark Gavan and Omer Karovic.
- 3. Programming Meeting** – One meeting to be attended by Mark Gavan.
- 4. Project Meetings** – Up to four meetings to be attended by Mark Gavan and Omer Karovic.
- 5. Stakeholder Coordination Meetings** – Up to four meetings to be attended by Mark Gavan.
- 6. Initial Drainage Opportunities and Constraints Maps** – A Drainage Map will be prepared for Westworld using the aerial topographic mapping that was prepared by Rick Engineering in October 2021. The map will include: 1) offsite flows that enter Westworld, 2) drainage patterns for both offsite and onsite runoff, 3) known drainage problems and channel deficiencies, 4) delineation of dead storage areas (areas that lie below the elevation of the outlet works), 5) delineation of the 100-year flood boundary, 6) depth contours for areas within the 100-year flood boundary, and other data that found to be useful for the planning effort. The Topographic base map will be updated to include the Westworld Sports Complex that is currently under construction. The update to the mapping will be done using the design CAD files for the sports complex.
- 7. Drainage Memorandum** – A memorandum will be prepared that summarizes past drainage studies that impact Westworld. These include drainage studies prepared by Gavan & Barker for the Westworld Sports Complex, the Bell94 Sports Complex, the 94<sup>th</sup> Street Wash, and the Drainage Investigation for Bell Road at the Loop 101. Other studies to be included in the memorandum will be the Reata Wash study by Wood-Patel, the Thompson Peak Parkway hydraulic analysis by The WLB Group and the Pinnacle Peak South Area Drainage Master Study by TY Lin.

**FEE SCHEDULE/PROJECT ESTIMATING SHEET**  
**Drainage Planning - Westworld Master Plan**

Type of Work and Task	Principal Civil Engineer		Prin. Landscape Architect		Project Engineer		Engineering Designer		Landscape Designer		Total Direct Labor Fees		Direct Costs	Total Amount
	Hrs	165.00	Hrs	145.00	Hrs	122.00	Hrs	99.00	Hrs	94.00	Hrs	Dollars		
1. Project Kickoff Meeting	3	495.00		-		-		-		-	3	495.00	-	\$495.00
2. Drainage Planning Meeting	3	495.00		-	3	366.00		-		-	6	861.00	-	\$861.00
3. Programming Meeting	4	660.00		-		-		-		-	4	660.00	-	\$660.00
4. Project Meetings	12	1,980.00		-	12	1,464.00		-		-	24	3,444.00	-	\$3,444.00
5. Stakeholder Coordination	12	1,980.00		-		-		-		-	12	1,980.00	-	\$1,980.00
6. Initial Drainage Map	6	990.00		-	16	1,952.00	40	3,960.00		-	62	6,902.00	-	\$6,902.00
7. Drainage Memorandum	12	1,980.00		-	5	610.00	8	792.00		-	25	3,382.00		\$3,382.00
<b>Total</b>	<b>52</b>	<b>8,580.00</b>	<b>0</b>	<b>-</b>	<b>36</b>	<b>4,392.00</b>	<b>48</b>	<b>4,752.00</b>			<b>136</b>	<b>17,724.00</b>		<b>\$17,724.00</b>

Gavan & Barker, Inc.  
RATE SCHEDULE

June 2022

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Principal Civil Engineer	\$165.00
Principal Landscape Architect	\$145.00
Project Engineer	\$122.00
Engineering Designer	\$99.00
Landscape Designer	\$94.00
 <b><u>Direct Expenses</u></b>	
Reproduction and Delivery Expenses	At cost
Subconsultants	At cost
Other Direct Expenses	At cost

DWL Architects + Planners, Inc.

**DWL ARCHITECTS+**

Prepared June 2022

Kimley-Horn (Prime)

City of Scottsdale

WestWorld Master Plan

**Personnel Category**

**Hourly Rate**

<b>Principal - Exec VP</b>	<b>\$</b>	<b>221.00</b>
<b>Design Director, Planner</b>	<b>\$</b>	<b>180.00</b>
<b>Sr. Project Manager</b>	<b>\$</b>	<b>144.00</b>
<b>Project Manager</b>	<b>\$</b>	<b>128.00</b>
<b>Building Code Manager</b>	<b>\$</b>	<b>147.00</b>
<b>Senior Architect</b>	<b>\$</b>	<b>135.00</b>
<b>Project Architect</b>	<b>\$</b>	<b>121.00</b>
<b>CADD/BIM Technician</b>	<b>\$</b>	<b>93.00</b>
<b>Clerical</b>	<b>\$</b>	<b>81.00</b>
<b>Administration</b>	<b>\$</b>	<b>108.00</b>

**POPULOUS****2022 Billing Rates**

<b>Job Title</b>	<b>2022</b>
Senior Principal	\$ 420
Senior Architect - PIC	\$ 360
Senior Project Manager	\$ 300
Senior Project Architect	\$ 300
Senior Project Designer	\$ 300
Architect	\$ 200
Project Manager	\$ 220
Project Architect	\$ 220
Project Designer	\$ 220
Architecture Designer III	\$ 155
Architecture Designer II	\$ 140
Architecture Designer I	\$ 120
Senior Planner	\$ 385
Planner	\$ 260
Senior Landscape Architect	\$ 250
Landscape Architect	\$ 165
Landscape Designer II	\$ 120
Landscape Designer I	\$ 115
Senior Interior Designer	\$ 235
Interior Designer	\$ 170
Interiors Designer III	\$ 140
Interiors Designer II	\$ 130
Interiors Designer I	\$ 110
Senior Graphic Designer	\$ 200
Graphic Designer	\$ 165
Graphics Designer II	\$ 130
Graphics Designer I	\$ 115
Computer Animation Specialist	\$ 220
Specifications Writer	\$ 220
Quality Coordinator	\$ 265
Intern	\$ 70
BIM Technician	\$ 130
Administrative Assistant	\$ 120