

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HUNT & CARAWAY ARCHITECTS, LTD.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of May 5, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Hunt & Caraway Architects, Ltd., an Arizona corporation (the "Consultant").

RECITALS

A. The Town issued a Request for Qualifications, "Fire Station No. 2 Architectural Services" (the "RFQ"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking statements of qualifications from vendors for (i) the design of Fountain Hills Fire Station No. 2 located at the northwest corner of Fountain Hills Boulevard and Muskrat Lane (APN 176-13-617W), (ii) assisting the Town with the bidding of the construction for the facility and (iii) architectural services during construction (collectively, the "Services").

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the "SOQ"), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until May 4, 2017 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

3. Compensation. The Town shall pay Consultant an amount not to exceed \$315,197.20, of which \$15,000.00 is an owner's contingency which shall be utilized at the Town's sole discretion, for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

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

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

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

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

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

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

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

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

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

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this

Agreement shall be identified by referencing the RFQ title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

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

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured

under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town’s Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

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

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

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative decision of the Town concerning budgeted purposes and appropriation of funds. Should Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is

executed and delivered. Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. Town shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not

affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

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

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

13.12 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which

shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

13.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

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

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

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

If to Consultant: Hunt & Caraway Architects, Ltd.
1747 East Morten Avenue, Suite 306
Phoenix, Arizona 85020
Attn: Tamara Caraway

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

13.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.18 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

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

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

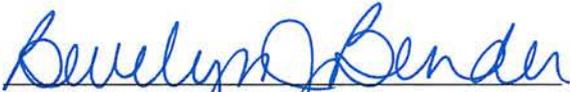
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



Grady E. Miller, Town Manager

ATTEST:

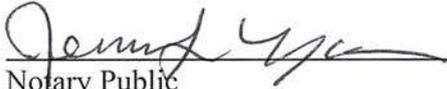


Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 9th, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



Notary Public

(Affix notary seal here)

APR 4 2016

“Consultant”

HUNT & CARAWAY ARCHITECTS, LTD.,
an Arizona corporation

By: Tamara Caraway

Name: Tamara Caraway

Title: Executive Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On March 30 2016, 2016, before me personally appeared Tamara D. Caraway, the Executive Vice President of HUNT & CARAWAY ARCHITECTS, LTD., an Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

 **JAZMYN D JONES**
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
May 5, 2019

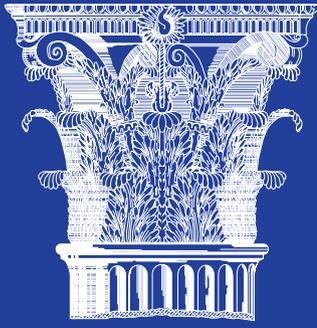
(Affix notary seal here)

Jazmyn D Jones
Notary Public

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HUNT & CARAWAY ARCHITECTS, LTD.

[Statement of Qualifications]

See following pages.



HUNT & CARAWAY ARCHITECTS



Statement of Qualifications

Fire Station No. 2
Architectural Services

December 16, 2015

COPY



Table of Contents

General Information _____ Tab A

Experience and Qualifications of the Vendor _____ Tab B

Key Positions _____ Tab C

Project Approach _____ Tab D

Schedule of Work _____ Tab E

Appendix



Tab A General Information



December 16, 2015

Paul Mood
Fountain Hills Town Hall
Council Chambers
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268

RE: Statement of Qualifications | Fire Station #2 Architectural Services

Dear Mr. Mood and Members of the Selection Panel:

As a design firm solely focused on public facilities, we see the Town of Fountain Hills project as an opportunity for Hunt & Caraway Architects to bring together all of the elements that make us excellent at planning and design. **We have designed numerous public works projects over our 21 year history and are excited for the opportunity to work once again for the Town of Fountain Hills.**

The Town of Fountain Hills will derive great benefit from working with Hunt & Caraway because we offer:

- Local knowledge, comparative experience, and a great relationship with the fire department.
- Direct, decisive involvement on a principal level that provides quick decision making and professional guidance at every step of the process.
- True collaboration by listening to your needs and goals.
- Follow through on everything to which we commit.
- Professional advice and best design practices from a firm that specializes in public work.
- Cost effective solutions that meet cutting-edge design criteria and sustainability goals.

Hunt & Caraway Architects is very familiar with the Town of Fountain Hills processes and the Fire Department's operational needs, having developed a permitted set of construction documents for your original Shea Boulevard site and a previous concept for this Fountain Hills Boulevard and Muskrat Lane site. This past relationship and dynamic, along with the alternative approach design concept presented in this proposal, will enable Hunt & Caraway Architects and the Town to gain input from the Palatial Estates property owners and expedite design and construction.

Hunt & Caraway Architects has provided a wide range of services for our clients that include assessments of existing sites to full programming, design, and construction for special use facilities. From infill projects to municipal buildings, remodels and additions, Hunt & Caraway has done it all—successfully!

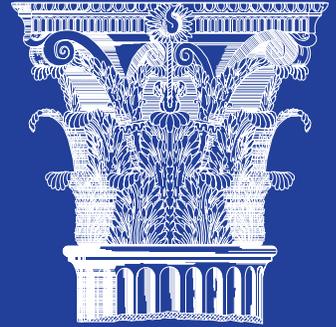
Hunt & Caraway has received Addendum 1 dated December 8, 2015 and incorporated it in this response. As well, we have read your Professional Service Agreement and understand all elements therein.

Sincerely,



Tamara Caraway
Executive Vice President
Hunt & Caraway Architects

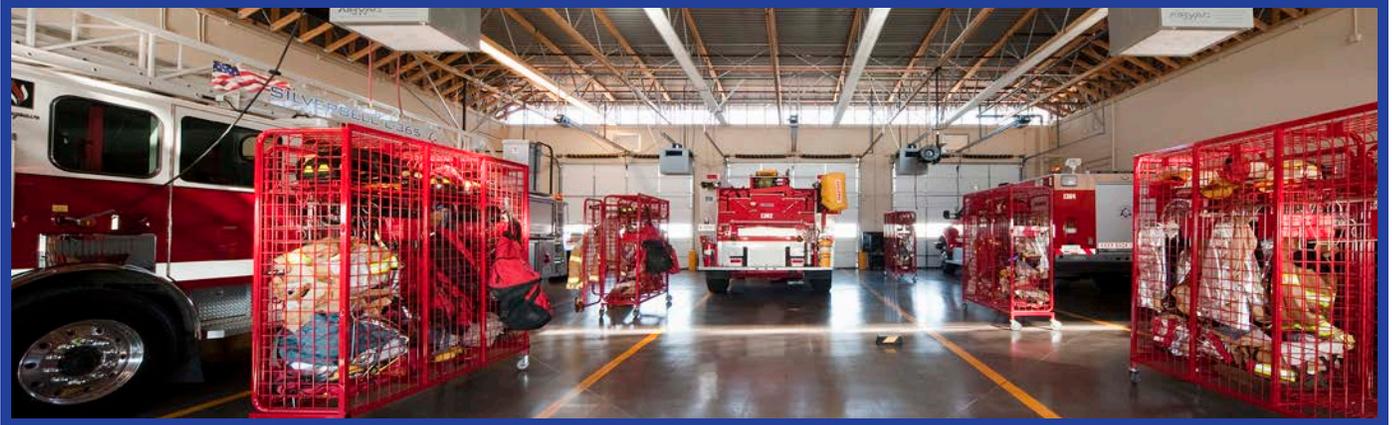
**HUNT & CARAWAY
ARCHITECTS**



**1747 East Morten Avenue #306
Phoenix, Arizona 85020
O 602.595.8200**

**Contact: Tamara Caraway,
Executive Vice President
tcaraway@huntcaraway.com
C 602.770.3115**

**Registered Architect
State of Arizona, #22538**



2. Provide Vendor identification information. Explain the Vendor's legal organization including the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). Provide the name, address and telephone number of the person to contact concerning the SOQ.

Hunt & Caraway Architects is a Phoenix-based architectural firm organized as a corporation with 10 employees. Our office is located at 1747 E. Morten Avenue #306, Phoenix, Arizona.

The licenses/registrations held by members of the firm include the following:

Tamara Caraway, Registered Architect, State of Arizona #22538;

Jonathan Schmid, Registered Architect, State of Arizona #54502;

Neil Pieratt, Registered Architect, State of Arizona #54422

The Town of Fountain Hills' main contact will be Principal and Executive Vice President, Tamara Caraway. Ms. Caraway is located at the Hunt & Caraway office at 1747 East Morten Avenue, #306 in Phoenix, Arizona. She can be reached at the office at 602.595.8200 or on her cell at 602.770.3115.

3. Identify the location of the Vendor's principal office and the local work office, if different from the principal office.

Our office is located at 1747 E. Morten Avenue #306, Phoenix, Arizona. All services will be provided from this office, located 22 miles from Town of Fountain Hills' offices.

4. Provide a general description of the Vendor that is proposing to provide the Services, including years in business.

Hunt & Caraway Architects is a full service architecture firm and has been in business for 21 years. Since our founding in 1994, we have focused on municipal architecture that implements new design, building systems, and construction materials, while remaining committed to environmentally sustainable design principles.

5. Identify any contract or subcontract held by the Vendor or officers of the Vendor that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

Hunt & Caraway Architects has not been terminated, nor our services discontinued, within the past 5 years.

6. Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

Hunt & Caraway Architects has not been involved with, nor has pending any litigation or arbitration within the past 5 years.

7. Vendor Information Form.

Attached as appendix.



Hunt & Caraway is committed to supporting and implementing your goals.

Tab B Experience & Qualifications of the Vendor



Experience & Qualifications of the Vendor

Fire Station No. 2 Architectural Services

B

1. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the Town; specifically relating experience with respect to the design of fire stations, pre-design development and architectural programming, schematic design, design development, construction documents, bidding and evaluation, management of construction and post construction services.

Hunt & Caraway has a long tradition of serving public institutions through thoughtful, yet budget-conscious, design. We have designed fire stations and public safety facilities from ground up, modern architectural design, to the restoration and renovation of historical buildings.

We are dedicated to public design; therefore we have a long resume of public projects. Below is a list of recent completed public projects.

- Arizona Army National Guard, Camp Navajo Fire Station, Belmont, AZ, LEED Silver
- Arizona Army National Guard Fire Station at Silverbell, Marana, AZ
- City of Avondale Fire Station Nos. 173 and Remodel Fire and Police Substation No. 171, Avondale, AZ
- City of Casa Grande Fire Station No. 501 Structural Retrofit
- City of Casa Grande Fire Station No. 502 Addition & Remodel Planning
- City of Casa Grande Fire Department New Fire Station #504, Casa Grande, AZ
- City of Glendale Fire Station #156 and #157, Renovation of FS Nos. 151-155, Glendale, AZ
- City of Glendale Adult Center, Glendale, AZ
- City of Glendale TMC/EOC Remodel, Glendale, AZ
- City of Phoenix Fire Station No. 60, Phoenix, AZ
- City of Scottsdale D.C. Ranch Public Safety Facility, Fire Station and Police Sub-Station, Scottsdale, AZ
- City of Scottsdale Fire Station #609, #610, #614
- City of Scottsdale Mounted Patrol Office & Barn, Expansion District 3 Patrol Station
- City of Scottsdale Remodel Public Service Building
- City of Surprise Fire Station #301 and #303
- Pinetop Fire District Fire Station No. 2, Pinetop, AZ
- Sun City West Fire District Administration Building
- Sun City West Fire District Fire Station Nos. 101 Remodel and/or Additions, Sun City West, AZ
- Sun Lakes Fire District Remodel/Expansion Fire Station No. 2, Sun Lakes, AZ
- Sun Lakes Fire District, Fire Station #1, Sun Lakes, AZ

A limited number of LEED projects have been completed around the State of Arizona, however Hunt & Caraway completed the first LEED Silver facility for the Arizona Army National Guard on the Camp Navajo Training Facility. Hunt & Caraway design team members are LEED accredited professionals with experience in the submittal and documentation of multiple LEED projects. Although the Town of Fountain Hills is not seeking LEED certification, Hunt & Caraway strives to design high performing, long-life, easy to maintain facilities, predicated on sustainable principles. Our experience with LEED provides a strong basis to design an environmentally friendly facility within budget.



We will be present and dedicated to the Town. We pride ourselves on giving honest assessments to design problems, **always making certain that our design recommendations are achieved through the collaboration process.**

Experience & Qualifications of the Vendor

Fire Station No. 2 Architectural Services



2. Provide a list of three public or private organizations of a similar size or similar operation to the Town in which work has been performed. This list shall include, at a minimum, the following: (a) Name of company or organization. (b) Owner or representative directly responsible for oversight of the project (c) Owner/representative’s address, telephone number and email address.

a) Name of Company/ Organization	b) Owner or Representative directly responsible for project	c) Owner / Representative’s address, phone, and email
City of Casa Grande	Scott Miller, Fire Chief	373 E Val Vista Road Casa Grande, AZ 85222 P: 520-421-8777 x5940 E: smiller@ci.casa-grande.az.us
City of Glendale	Bill Passmore, Engineering Department	5850 W Glendale Avenue Glendale, AZ 85302 623-930-3647 E: bpassmore@glendaleaz.com
City of Phoenix	James Zwerg, Project Manager	2625 S 19th Avenue Phoenix, AZ 85009 602-370-7639 E: james.zwerg@phoenix.gov

3. A Past Performance Verification Form (“PPVF”) is included in Section A, Part V. Provide a copy of the PPVF to the owner/representative of the three organizations listed above to complete and submit to the Town via email or facsimile prior to the date and time listed on the form. It is the Vendor’s responsibility to ensure that the Town receives the PPVF prior to the deadline.

Name	Phone	Owner	Project Name	Date Completed	Cost of Project
Scott Miller	520-421-8777 x5940	City of Casa Grande	City of Casa Grande Fire Station #504	April 2011	\$3,700,000
Bill Passmore	623-930-3647	City of Glendale	Fire Station #157 Glendale Fire Department, Emergency Operations Center & Fire Science Classrooms	October 1998 (Concrete molding structural remediation in September 2015)	\$2,161,000
James Zwerg	602.370.7639	City of Phoenix Fire Department	City of Phoenix Fire Station #60	March 2008	\$3,562,706



Tab C Key Positions



Key Positions

Fire Station No. 2 Architectural Services



1. Identify each key personnel member that will render services to the Town including title and relevant experience required, including the proposed Project Manager and Project Engineer.



Tamara D. Caraway, AIA | Executive Vice President and Project Architect

As the Principal in Charge, Tamara will develop contracts and fees based on scope of service with owners and consultants; programming and concept design; design development; supervising project managers and staff; develop, coordinate, and ensure production and completeness of construction documents; oversee quality controls, participate in construction administration.

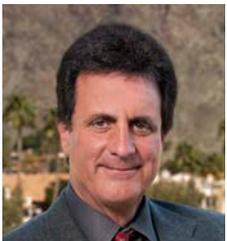
Architect Tamara Caraway has over 35 years of experience in the planning, programming, design, and construction administration of public safety, educational, municipal, religious, multi-family, and commercial architecture. As project architect, she works one-on-one with the client and stakeholders to understand the client's goals and objectives to develop conceptual design ideas.



Jonathan Schmid, RA, LEED AP | Project Manager

Jonathan Schmid has worked with Hunt & Caraway Architects for the past 17 years as a team member on a variety of educational, public safety, municipal, and religious projects. He holds a LEED Accredited Professional title and is a Registered Architect. Mr. Schmid's knowledge of emerging technology enhances his ability to organize and effectively complete projects on time with Owner satisfaction.

Jon will work directly with the Town of Fountain Hills during the initial programming and planning phases to identify and respond to their needs within the project design. As project manager, he is responsible for the coordination with consultants in addition to supervising the drafting team and formulation of all construction drawings. He will have overall management of the project schedule and provide quality control.



David Buchli | Construction Administrator

David has over 36 years of construction administration experience working for both architects and contractors, which will benefit the Town of Fountain Hills through his ability to foresee all issues and keep the construction activities moving along schedule. He will administer construction activities, attend weekly owner, architect and contractor meetings, and prepare meeting minutes. He is also responsible for reviewing pay applications, change order requests, and material test data. He will answer Requests for Information, issue Architectural Supplemental Instructions and Proposal Requests, coordinate design consultant activities, prepare punchlists, and coordinate warranty repairs with the Town of Fountain Hills and the general contractor.

2. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the Town.



Key Positions

Fire Station No. 2 Architectural Services



3. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

Discipline	Company & Contact	Brief Description
Civil Engineering	Montgomery Engineering & Management 16716 E Parkview Ave # 204 Fountain Hills, AZ 85268 480-837-1845 David Montgomery	Providing quality site plans, grading and drainage plans, topographic drawings and plats to residential and commercial customers in the Valley of the Sun since 1989.
Mechanical, Plumbing & Electrical Engineering	Maven Engineering 230 Baseline Road, Suite #103 Tempe, AZ 85253 480-303-0180 Kirk Hoffman	Maven Engineering provides exceptional engineering services to meet the diverse requirements of our clients. Our qualified engineering team has the ability to respond to each client's needs for any size project and to effectively staff multiple projects simultaneously.
Structural Engineering	Broderick Engineering 6859 E Rembrandt Ave # 124, Mesa, AZ 85212 Phone:(480) 926-6333 Greg Broderick	Broderick Engineering is highly qualified and has experience in diverse project types. They offer a full range of services for commercial, educational, medical, industrial, and residential projects.
Fire Protection	EJ Engineering Group 21505 N 78th Ave # 125, Peoria, AZ 85382 Phone:(623) 362-1400 John Echeverri	EJ Engineering Group provides complete Fire Protection Engineering, design, hydraulic calculations, flow testing, and due diligence studies for new commercial construction, educational facilities, health, public safety, military, tenant improvements as well as industrial/manufacturing, and storage facilities.
Cost Estimating	Marc Taylor 99 E Virginia Ave #225, Phoenix, AZ 85004 Phone:(602) 799-8032 Marc Taylor	Marc Taylor specializes in providing technical services, with an emphasis on construction cost estimating, value management, procurement, design management, bid-ability/constructability reviews, 3D Modeling and scheduling.

To effectively manage and communicate with our subcontractors, Hunt & Caraway Architects works in realtime through electronic transfer. Utilizing Revit and Software 360 allows all stakeholders to track various stages in the building's lifecycle, from concept to construction. All consultants use Revit as a tool for clash/collision detection; and every stakeholder is notified as soon as a decision or change is made in Revit. However, there is no substitute for regular, face-to-face meetings with all subcontractors and owner representatives for comprehensive understanding of design input.

4. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit.

Please find the resumes and license registration numbers of key personnel in the Appendix.

Tab D Project Approach



1. Describe the approach to performing the required Services in the Scope of Work described in the Professional Services Agreement, including the following processes: a) Planning. b) Designing. c) Estimating. d) Scheduling. e) Cost controls and management. f) Project management and team organization during design and construction phase services. g) Bid Package Management. h) Management of overhead costs. i) Managing subcontractors. j) Quality control. k) Safety.

Our ability to maintain costs and schedule on a variety of delivery methods is impeccable. At Hunt & Caraway Architects, our 7-step approach to cost and schedule control is simple—we solicit involvement from all stake-holders. We exercise a proactive approach to areas prone to problems, openly establishing each team member’s expectations and responsibilities and assigning action items.

Our 7-Step Approach

01

PLAN THE PLAN / INITIAL PROGRAMMING MEETING

Meet with Owner’s designated project representative, and end-user groups as identified, to review the approach, confirm the program and review the current design concept. This meeting help establish the Design Review team members, schedule meetings, establish expectations and responsibilities of team members, identify goals and objectives, and establish the project schedule and set “bench marks”. All fundamental elements of program, meetings, presentations, and basis of budget are developed for Town approval.

02

SCHEMATIC DESIGN PHASE / IMPLEMENT PROGRAM AND SCHEMATIC DESIGN

During this phase the team advances with Town approved program to further develop the Concept Design, develop master plan, outline specifications, and construction cost. Estimate for building and site costs separately. Obtain approval of schematic phase from Town prior to next phase.

03

DESIGN DEVELOPMENT PHASE / DEVELOP SCHEMATIC DOCUMENTS INTO DESIGN

At this phase the team will discuss key building systems compatible to existing; review options for energy savings, including exterior building materials. Hunt & Caraway will review these options with the Design Review Team, solicit input from all stakeholders, share discovery findings of the existing conditions, and provide options. We will review the three imperatives, Scope, Quality and Budget, back-checking to ensure all program elements have been satisfied. The final step will be to obtain approval of Design Development Phase before progressing to the Construction Documents Phase. Hunt & Caraway uses historical cost information for estimating with a third party review for real-time relevancy and market data. Regular meetings in this phase are critical for effective cost management.

04

CONSTRUCTION DOCUMENTS PHASE / DEVELOP FINAL BID DOCUMENTS

Hunt & Caraway will develop Construction Documents Final drawings, Narrative, Final Specifications (CSI Format), Final Calculations, and Final Cost Estimate, once again reviewing the three imperatives, Scope, Quality and Budget and back-checking to ensure all program elements have been satisfied. We will obtain permit approval of Construction Documents Phase before bid solicitations and review and seek approval by the Design Review Team.

05

CONSTRUCTION BID/AWARD PHASE / BIDDING AND NEGOTIATION

During this phase documents will be distributed for bidding to achieve the best possible price. Hunt & Caraway will respond to bid questions or clarification and issue addendum. We will review, administer and make recommendations to award to construct. We will facilitate the Pre-Bid Conference with the Town, and assist in conducting the bid opening and evaluation and recommendation.

06

CONSTRUCTION PHASE / CONSTRUCTION CONTRACT ADMINISTRATION

Hunt & Caraway will attend and co-facilitate pre-construction meetings to establish staging, operations requirements per local jurisdictions, communication processes, and meeting documentation. We will review shop drawings and submittals, issuing construction reports and necessary documents (RFI, ASI, PR, CO). As a team we will monitor progress (review 3 week construction look ahead schedule); reject nonconforming materials or workmanship; review pay applications, review “as-built” documentation regularly. Additionally we will oversee development of a “Punch List” and issue the Certificate of Substantial Completion and conduct final walk-through with Design Review Team.

07

POST CONSTRUCTION PHASE / CLOSEOUT AND COMPLETION

During the Post Construction Phase we will ensure all project closeout documents are completed (as-builts, certificate of occupancy, O & M Manuals and final pay application), systems and equipment personnel training is executed, and conduct a warranty and one or two year post-construction evaluation.

We will be present and dedicated to the Town. We pride ourselves on giving honest assessments to design problems, always making certain that our design recommendations are achieved through the collaboration process. As a team, we are here to listen to your wants and needs and make things happen! Principal involvement at every step, listening to the Town and end-users, and following through to help the Town make the best decisions is our primary job. We commit to ensuring your money is spent efficiently and gives the Town the best facilities to continue keeping the community safe. Hunt & Caraway Architects has the manpower, skills and resources to complete Fire Station No. 2 on schedule, while also achieving budget, quality, and safety goals.

2. Describe any alternate approaches, if it is believed that such an approach would best suit the needs of the town. Include rationale for alternative approaches and indicate how the vendor will ensure that all efforts are coordinated with the Town's Representatives.

Hunt & Caraway Architects understands the Town of Fountain Hills has previously engaged consultants to provide assessment and preliminary design documents for site utilization, including a traffic signal study. This is an excellent way to gather key information and a critical exploratory phase to gain insight on community perceptions and develop an understanding of tasks to proceed into a full design and engineering plan. We have provided and facilitated this early pre-planning process with other municipalities and public projects; this experience will enable us to utilize the information collected and developed to date to efficiently move forward developing a comprehensive site plan, design concepts / options and bidding documents for a facility that meets your budget and schedule requirements.

Utilizing a process involving all stakeholders, Hunt & Caraway endeavors to inform you as the client so critical decisions will be based on the conscientious, explicit, and judicious use of current best evidence collected. This results, when effectively translated by a creative, innovative team into a total pleasing environment: appealing public image from the street as you approach the facility, a confident visitor who easily navigates to find where they are going, safe vehicular and pedestrian movement between large emergency vehicles and visitors, and most important – a facility that is welcome within the residential environment – where the community has their thumbprint on the design.

Culling information from the comprehensive documents produced from your pre-planning meetings, Development Services and Planning and Zoning Departments for land use/open space and landscape, Hunt & Caraway Architects will transform your site on Fountain Hills Boulevard and Muskrat Lane to a high performing sustainable and environmentally friendly facility the community will be proud of. We recognize the commitment and passion of our first responders to their profession of protecting the community. The fire station is not only a place of work but also a home for our emergency responders. It is imperative to integrate their home into the fabric of the natural and beautiful environment Fountain Hills is so well known for. The station should be a reflection of the community, preserving the scenic views of the surrounding mountains; the Sonoran Desert and natural vegetation are all treasures to protect. Hunt & Caraway Architects' mission is to provide solutions that meet the Town of Fountain Hills citizens, Mayor, Fire Chief and first responders, City Council, and Development Services Director's goals and expectations.



During our visit to the site, Hunt & Caraway Architects made a number of observations to provide an alternative solution to enhance the site, preserve the natural beauty and connect with the neighborhood in ways listed on the following pages:

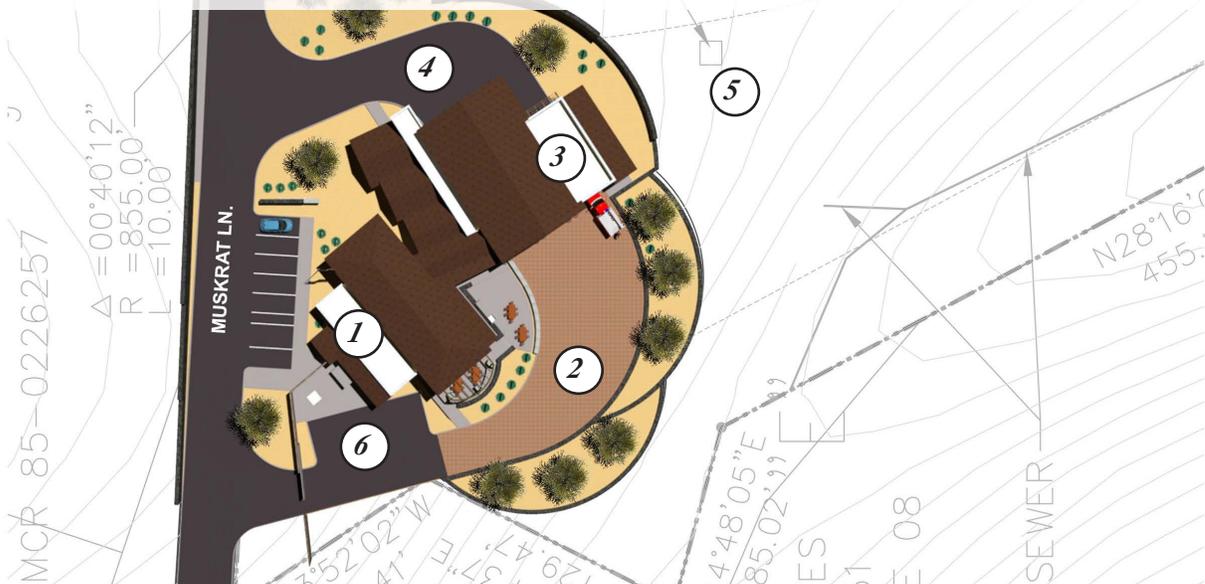


Site Plan Elements

1. Provide residential-friendly building elements near existing residences, such as dorms, study, and day room.
2. Ease the turning radius of large emergency vehicles by moving the bays further from the access road.
3. Minimize vertical elements' proximity to residences by moving higher volume bays away from the north residence to reduce obstruction of views and minimize scale.
4. No crossing of pedestrian or passenger vehicles on emergency vehicle exit or entry drive.
5. Design takes advantage of existing electrical and sewer locations, reducing connection runs.
6. Secured and private personnel space for employee parking, patio and care of emergency vehicles.

Front of Building - Design Elements

- A. Control and limit public access through design; public access has dedicated parking off of access road with direct pedestrian access to only north side of building.
- B. No crossing of pedestrian or passenger vehicles on emergency vehicle exit or entry drive.
- C. Utilizing terrain reduces and breaks up roof and building mass.
- D. Residential elevation blended with community, staggered bays and roof lines for sound mitigation and visual screening.





Tab E
Schedule of Work



Provide a schedule of work in the form attached to the Sample Professional Services Agreement as Exhibit D showing key project milestones and deliverables as described in the scope of work.

A. Consultant shall complete all Services required under the Pre-Design and Architectural Programming Phase within **30** working days after written authorization from the Town to proceed. **February 8, 2016 - March 21, 2016.**

B. Consultant shall complete all Services required under the Schematic Design Phase within **30** working days after written authorization from the Town to proceed. **March 21, 2016 - April 25, 2016**

C. Consultant shall complete all Services required under the Design Development Phase within **30** working days after receipt of a written authorization from the Town to proceed. **April 25, 2016 - May 30, 2016**

D. Consultant shall complete all Services required under Construction Document Phase up through and including the Substantial Completion stage within **270 (exclusive of contractor or construction delays)** working days after receipt of a written authorization from the Town to proceed. Excluded from this duration is the time associated with the construction document back-check stage. **May 30, 2016 - June 19, 2017 (58 working days are for Construction Document and Permit Phase; bar graph schedule based on calendar days)**

E. Consultant shall proceed with all Services required under the Bidding Phase within **10** working days after receipt of a written authorization from the Town to proceed. **August 19, 2017 - October 6, 2017**

F. Consultant shall proceed with all Services required under the Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by Town.

G. The durations stated above include the review periods required by the Town and all other regulatory agencies.

Please see our further detailed schedule on the following page.

Appendix



Tamara D. Caraway, AIA | Executive Vice President and Project Architect

Years of Experience

35 years | 17 with Hunt & Caraway Architects



Education

Bachelor of Environmental Design |
School of Architecture | University of
Kansas | 1981

Certifications & Registrations

Registered Architect | State of Arizona |
#22538

Professional & Civic Affiliations

- Council of Educational Facility Planners International Southwest Region, Past Board President
- Arizona Association of School Business Officials
- Arizona Business & Education Coalition, Board President
- Alliance for Construction Excellence, Education Committee Chair
- Leadership West, President, 2011-2016
- AIA (American Institute of Architects)
- Arizona School Facilities / AIA Coalition

Honors & Awards

- Phoenix Fire Station #60 F.I.E.R.O. Recognition Award 2008
- Franklin Police & Fire High School Governor's Heritage Preservation Honor Award 2008
- City of Glendale Fire Station No. 157 "Crescordia" Award by Valley Forward Association for Arts in Public Buildings, September 1998
- Glendale Adult Center Excellence in Masonry Honor Award by Arizona Masonry Guild, October 2003

Architect Tamara Caraway has over 35 years of experience in the planning, programming, design, and construction administration of public safety, educational, municipal, religious, multi-family, and commercial architecture. As project architect, Tamara Caraway works one-on-one with the client and stakeholders to understand the client's goals and objectives to develop conceptual design ideas. She coordinates the team's collaboration throughout all phases of design and construction to ensure that the construction documents address function, operation, user needs, and unique programming requirements. Tamara also spent several years working on the construction side of the project team, so she is able to provide the Town of Fountain Hills with a well-rounded perspective.

Project Experience:

- Arizona Army National Guard Fire Station at Silverbell Heliport
- Arizona Army National Guard Fire Station at Camp Navajo
- City of Avondale Fire Station No. 173
- City of Avondale Remodel Fire and Police Substation No. 171
- City of Casa Grande Fire Department Fire Station Prototype Plans
- City of Casa Grande Fire Station No. 504
- City of Casa Grande Fire Station No. 502 Remodel Concept
- City of Casa Grande Fire Station No. 501 Structural Retrofit
- City of Glendale Fire Station No. 156
- City of Glendale Fire Station No. 157
- City of Glendale Adult Center
- City of Glendale Fraternal Order of Police - Obtaining Zoning, General Plan Revision & Use Permits to Remodel Building
- City of Glendale Northwest Valley Advocacy Center
- City of Glendale Remodel Bethany West Police/Fire Station No. 152
- City of Glendale Remodel five Fire Stations for Bio-hazard Cleaning Rooms
- City of Glendale TMC/EOC Remodel
- City of Phoenix Fire Station No. 60
- City of Phoenix Remodel City Hall 6th Floor for Traffic Control Center
- City of Scottsdale D.C. Ranch Public Safety Facility, Fire Station and Police Sub-Station
- City of Scottsdale Fire Station No. 609
- City of Scottsdale Fire Station No. 610
- City of Scottsdale Fire Station No. 614
- City of Scottsdale Mounted Patrol Office & Barn, Expansion District 3 Patrol Station
- City of Scottsdale Rio Montana Park Fire Station
- City of Scottsdale Remodel Chaparral Park Service Building
- City of Scottsdale Remodel Public Service Building
- City of Surprise Fire Station No. 301
- City of Surprise Fire Station No. 303
- Sun City West Fire Administration and Maintenance
- Town of Buckeye Sundance Park
- Golder Ranch Fire District Fire Station
- Pinetop Fire District Fire Station No. 2
- Sedona Fire District Fire Station No. 3/ Village of Oak Creek Canyon

Jonathan Schmid, RA, LEED AP | Project Manager

Years of Experience

17 years | 17 with Hunt & Caraway Architects



Education

Bachelor of Arts Degree in History,
Emphasis in Architectural History |
Arizona State University | 2005

Certifications & Registrations

- LEED Accredited Professional
- Registered Architect | State of Arizona | #54502

Jonathan Schmid has worked with Hunt & Caraway Architects for the past 17 years as a team member on a variety of educational, public safety, municipal, and religious projects. He holds a LEED Accredited Professional title and is a Registered Architect. Mr. Schmid's knowledge of emerging technology enhances his ability to organize and effectively complete projects on time with Owner satisfaction. As a team member, he will work directly with the Owner during the initial programming and planning phases to identify and respond to their needs within the project design. As project manager, Mr. Schmid is responsible for the coordination with consultants in addition to supervising the drafting team and formulation of all construction drawings

Project Experience:

- Arizona Army National Guard Fire Station at Silverbell Heliport
- Arizona Army National Guard Fire Station at Camp Navajo
- City of Avondale Fire Station No. 173
- City of Avondale Remodel Fire and Police Substation No. 171
- City of Casa Grande Fire Station No. 504
- City of Casa Grande Fire Station No. 502 Remodel Concept
- City of Casa Grande Fire Station No. 501 Structural Retrofit
- City of Glendale Fire Station No. 157
- City of Glendale Adult Center
- City of Glendale TMC/EOC Remodel
- City of Phoenix Fire Station No. 60
- City of Scottsdale D.C. Ranch Public Safety Facility, Fire Station and Police Sub-Station
- City of Scottsdale Fire Station No. 817 (now 610)
- City of Scottsdale Fire Station No. 818 (now 614)
- City of Surprise Fire Station No. 301
- City of Surprise Fire Station No. 303
- City of Surprise Fire Stations No. 305 and No. 306 Conceptual Study
- Golder Ranch Fire District Fire Station
- Pinetop Fire District Fire Station No. 2
- Sun City West Fire Administration Building
- Sun City West Fire Station Concept
- Sun Lakes Fire District Demolish and Rebuild Replacement Fire Station No. 1
- West World Police Barn
- Young Town Police Station Remodel

David Buchli | Construction Administration Years of Experience

36 years | 2 with Hunt & Caraway Architects



Education

Bachelor of Science | General Building
Construction | Arizona State University |
2005

David has over 36 years of construction administration experience working for both architects and contractors, which will benefit City of Scottsdale through his ability to foresee all issues and keep the construction activities moving along schedule. He will administer construction activities, attend weekly Owner, Architect and Contractor meetings, and prepare meeting minutes. He is also responsible for reviewing pay applications, change order requests, and material test data. He will answer Request for Information, issue Architectural Supplemental Instructions and Proposal Requests, coordinate design consultant activities, prepare punchlists, and coordinate warranty repairs with the Town of Fountain Hills.

Project Experience:

- Arizona Western College Learning Center, Dormitory Remodel, Classroom/ Computer Room and Science Lab Renovations, Campus Wide Infrastructure Improvements, and Student Union Renovations
- Peoria Unified School District, Elementary #29*
- Higley Unified School District Bus Maintenance Facility Remodel
- Centennial Elementary
- Chaparral Elementary
- Gateway Pointe Elementary
- Cortina Elementary
- Higley Elementary & Middle School
- Higley High School
- Power Ranch Elementary
- Dysart Unified School District, Bus Transportation and Maintenance Facility*
- Dysart Unified School District, 10 New Elementary Schools*
- Shadow Ridge High School*
- Dysart Pre-School*
- Dysart Unified School District, Elementary School Renovations*

** denotes projects completed by Hunt & Caraway team members while at other firms*

Civil Engineer

Mr. Montgomery is a registered Civil and Structural Engineer in Arizona with over 39 years of engineering experience including 25 years as owner and manager of Montgomery Engineering & Management, LLC. He has also worked as a project manager for Kitchell CEM for 5 years on public construction projects in Arizona and California. Prior to that Mr. Montgomery worked for Davy McKee on large structural engineering projects and for Black and Veatch Consulting Engineers on power facilities design with 2 years of construction management.

Related Project Experience

- Site design for public projects including Fountain Hills Fire Stations on Saguaro Boulevard and Shea Boulevard.
- Residential subdivision designs including plat, grading, roads, drainage, surveying, hillside analysis, sewer plans and water plans. Projects include DC Ranch (19 Lots), Diamante Del Lago (139 lots), Greenfield Heights (58 lots), Eastview Estates (23 lots), Thunder Ridge Condominiums (81 units), Villa Estates (40 units), LaStrada Condominiums (60 units), Villas at Firerock Condominiums (26 units), Mirage Heights (52 units), Westridge Village (87 lots) and many other projects throughout the valley.
- Custom residential site plans for thousands of lots. Plans include grading, retaining walls, hydrology studies, drainage, surveying and driveways.
- Topographic surveys of Saguaro Boulevard for Fountain Hills Sanitary District plus residential and commercial lots throughout the valley.
- Site development plans for low income housing in Phoenix, Arizona.
- Site development plans for commercial and industrial projects in the Phoenix area.
- Paving design for alleys in Fountain Hills, Arizona including grading, drainage and street design.
- Project Manager for \$150 million State Prison in southern California, \$10 million expansion of Sun Devil Stadium entrance building, police facility in Pasadena, California and schools in Arizona.
- Structural design of power transmission lines, industrial facilities, materials handling structures, office buildings, churches and retaining walls.

**David R. Montgomery, P.E. |
Owner**

Education

Bachelor of Science in Civil Engineering, University of Wisconsin-Platteville 1974

Registrations

- Arizona Civil #21549
- Arizona Structural 24473

Affiliations

- Member of Pat 208 Architectural Review Committee
- Former member of Fountain Hills Architectural Committee



Appendix

Fire Station No. 2 Architectural Services

Mechanical, Plumbing and Electrical Engineering

Kirk Hoffman has over 32 years of experience in the mechanical engineering and consulting profession. Mr. Hoffman has experience on both large and small projects and has provided excellent engineering design with attention to all levels of details. Over the last 4 years he has been designing electrical projects with the intent to pursue his Electrical Engineering professional registration. The combination of Mechanical and Electrical background gives him a unique and comprehensive overview of the MPE systems that go into a building.

Mr. Hoffman is also experienced with computer and software programs that support the state of art engineering technology, including AutoCAD, energy analysis programs, and HydroCAD fire protection software, DesignMaster mechanical and electrical programs.

Related Project Experience

- Casa Grande Fire Station #504, Casa Grande, AZ
- Eloy Fire District Station #521, Eloy, AZ
- Department of Economic Security – Washington Business Park, Phoenix, AZ
- Department of Economic Security – Apache Junction
- Arizona Department of Administration - Phoenix, AZ
- Maricopa County Southeast Facility - Phoenix, AZ
- US CORP RECRUITING – LITCHFIELD - Litchfield, AZ
- US CORP RECRUITING – CASA GRANDE – Casa Grande, AZ
- FBI TENANT IMPROVEMENT - Lake Havasu, AZ
- ASU various projects – Tempe, AZ

Kirk Hoffman, PE, CIPE | Owner/Engineer

32 Years of Experience

Education

Bachelor of Science in
Mechanical Engineering,
Arizona State University 1991

Registrations

Mechanical Engineer, AZ No.
24488
Certified in Plumbing
Engineering (CIPE) given by
ASPE

Maven Engineering, ACC

Structural Engineer

Broderick Engineering, LLC, is a full service Civil & Structural engineering firm. Mr. Greg Broderick, P.E., M.S., is the principal in charge. Mr. Greg Broderick has over fifteen years of experience in his field. Mr. Greg Broderick's experience encompasses; educational facilities, municipal projects, commercial projects, religious facilities, and medical facilities. Mr. Greg Broderick established Broderick Engineering LLC, on September 2, 2005, in order to provide, and maintain, a quality of professional services to the client. Prior to establishing Broderick Engineering LLC, Mr. Greg Broderick was the Vice President of a thirty person firm and managed a branch office. Broderick Engineering has offices in Mesa and Tucson Arizona

Related Project Experience

- Fountain Hill Fire Station #2, Fountain Hills, AZ
- Arizona Army National Guard Silverbell Fire Station, Marana, AZ
- Avondale Fire Station #171 Addition, Avondale, AZ
- Avondale Fire Station #173, Avondale, AZ
- Camp Navajo Fire Station, Camp Navajo, AZ
- Camp Navajo Control Range Tower addition, Camp Navajo, AZ
- City of Phoenix Old Fire Station No. 30 – Partition Beam, Phoenix, AZ
- City of Phoenix Fire Station No. 31 & 42 – Column removal at Bay, Phoenix, AZ
- City of Tucson Public Safety Training Academy - Dormitory Facility, Tucson, AZ
- City of Tucson Public Safety Training Academy - USDA Forest Service Heliport Facility – Tucson, AZ
- City of Tucson Fire Station No. 6 & 7, Tucson, AZ
- City of Tucson Lambert Lane Fire Station, Tucson, AZ
- City of Tucson Fire Department Storage Facility, Tucson, AZ
- Golder Ranch Fire Station, Oro Valley, AZ
- McNary Fire Station, McNary, AZ
- Northwest Fire Station #35, Tucson, AZ
- Silverbell Fire Station, Marana, AZ
- Snowflake Fire Station, Snowflake, AZ
- Surprise Fire Station No. 301& 303, Surprise, AZ
- Sun City West Fire Administrative Facility, Sun City, AZ
- Sun Lakes Fire Station No. 1 & 2, Sun Lakes, AZ
- White Mountain Fire Management Building, Whiteriver, Arizona

Greg Broderick | Principal

15 Years of Experience

Registrations

Structural Engineer, Arizona,
2002, Reg. No. 37376

Professional Engineer, New
Mexico, Colorado, Texas,
Wyoming



Appendix

Fire Station No. 2 Architectural Services

Fire Protection

John Echeverri started EJ Engineering in January of 2000. He has personally engineered thousands of wet-pipe, dry-pipe and clean agent fire protection systems for small tenant improvement projects to large facilities of 600,000 sf or more in size. Projects include Private, Federal, State and Municipal projects of all types and scope. He has been a part of the local industry since 1984 for both his current firm and the two prior engineering firms where he was the director of their respective FP Departments.

John and our team of certified designers, licensed professional engineers and licensed contracting professionals are acutely aware of the intense coordination and precision required for all types of fire suppression projects. Our goal is to give our Clients complete peace of mind and provide them with value-added services. We always want to secure a long-term relationship with each Client.

Related Project Experience

- Apache Junction Fire Station 265 – Apache Junction, Arizona
- Buckeye 3 & 4 Bay Fire House Prototype Designs - Buckeye, AZ
- Buckeye Fire House 3 & 704 – Buckeye, Arizona
- Buckeye Fire House - Verrado – Buckeye, Arizona
- Buckeye Valley Fire Station – Buckeye, AZ
- Chandler Fire Department Headquarters – Chandler, Arizona
- Chandler Fire Station 3 – Addition/Renovation – Chandler, Arizona
- Drexel Heights Fire Station – Tucson, Arizona
- Lake Havasu Fire Station 1 – Lake Havasu City, Arizona
- Mesa Fire Station 218, 219, 203 – Mesa, Arizona
- Phoenix Fire Station 52 & 60 – Phoenix, Arizona
- Pinetop Fire Station 110 – Pinetop, Arizona
- Scottsdale ARFF Fire Station No. 609 (812) – Scottsdale, Arizona

Cost Estimating

Marc Taylor has completed \$6 billion in both horizontal and vertical construction projects throughout the Southwestern United States. He specializes in providing technical services, with an emphasis on construction cost estimating, value management, procurement, design management, bid-ability/constructability reviews, 3D Modeling and scheduling. Marc has overseen the design process; estimating, procurement, construction and closeout of 35 design-build projects. He has led the preconstruction process from concept through GMP on 76 Construction Management at Risk projects and has worked on over 400 projects as a consultant to architects, general contractors, developers, owners, subcontractors and sureties. Marc's primary goal is to make sure the program meets the budget, design intent and contractual obligations through strong leadership and planning.

Related Project Experience

- City of Mesa Police Holding Facility Improvements, Mesa, AZ
- City of Mesa Police Department Firearms Range Improvements, Mesa, AZ
- City of Surprise Public Safety Building, Surprise, AZ
- IXP Emergency Operations Center Master Plan Study, Cottonwood, AZ
- City of Phoenix 911 Fire Dispatch Center, Phoenix, AZ
- Pima Emergency Communications and Operations Center, Tucson, AZ
- Scottsdale Stadium & Club SAR Renovations, Scottsdale, AZ
- Adaptive Recreation Building Remodel, Scottsdale, AZ
- Via Linda Senior Center Automated Controls Upgrades, Scottsdale, AZ
- Mustang Library Automated Controls Upgrades, Scottsdale, AZ
- City Hall Automated Controls Upgrades, Scottsdale, AZ

John Echeverri, SET, CFPS | Principal

29 Years of Experience

Education

Bachelor of Science | Arizona State University | 1984

Registrations

- NICET Automatic Sprinkler Systems Technology Level IV Senior Engineering Technician
- City of Surprise Building and Fire Safety Appeals Board
- Arizona Fire Marshals Association Committee for Fire Sprinkler Standards
- Level III Technician in Special Hazards Systems



Marc Taylor | President / CEO

22 Years of Experience

Education

Southern Utah University

MARC TAYLOR INC.

IV. VENDOR INFORMATION FORM

By submitting a Statement of Qualifications, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Hunt & Caraway Architects
VENDOR SUBMITTING SOQ

86-0774530
FEDERAL TAX ID NUMBER

Tamara Caraway, Executive Vice President
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

1747 E Morten Ave
ADDRESS

602-595-8200 602-595-8399
TELEPHONE FAX #

Phoenix AZ 85020
CITY STATE ZIP

December 16, 2015
DATE

WEB SITE: www.huntcaraway.com

E-MAIL ADDRESS: tcaraway@huntcaraway.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

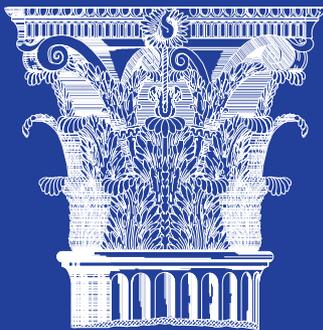
- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.



HUNT & CARAWAY
ARCHITECTS



1747 East Morten Avenue #306
Phoenix, Arizona 85020
www.huntcaraway.com

**Exhibit "B" – Hourly Fee Schedule
A Supplement to AIA Document B101-2007**

ARCHITECT'S HOURLY RATE AND MARK-UP FOR ADDITIONAL SERVICES

ARCHITECTURAL STAFF	HOURLY RATE
Principal Architect	\$ 175
Project Manager	\$ 120
Auto CADD/Technical	\$ 95
Construction Administration	\$ 120
Clerical/Support	\$ 60
MECHANICAL/PLUMBING & ELECTRICAL STAFF	HOURLY RATE
Manager	\$ 175
Engineer	\$ 160
Senior Designer	\$ 115
Drafter	\$ 85
Clerical	\$ 75
FIRE PROTECTION STAFF	HOURLY RATE
Manager	\$ 160
Engineer	\$ 145
Senior Designer	\$ 95
Drafter	\$ 80
Clerical	\$ 70
STRUCTURAL STAFF	HOURLY RATE
Manager	\$160
Engineer	\$150
Drafter	\$ 75
Clerical	\$ 40
Special Inspection	\$ 100

**Exhibit "B" – Hourly Fee Schedule
A Supplement to AIA Document B101-2007**

CIVIL STAFF

HOURLY RATE

Manager	\$110
Engineer	\$100
Drafter	\$ 80
CAD Operator	\$ 70

LANDSCAPING STAFF

HOURLY RATE

Manager	\$150
Designer	\$100
Drafter	\$ 75
Clerical	\$ 50

FOOD SERVICES STAFF

HOURLY RATE

Manager	\$120
Designer	\$ 95
CAD Operator	\$ 80
Clerical	\$ 35

Authorized Signature: _____

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HUNT & CARAWAY ARCHITECTS, LTD.

[Scope of Work]

See following pages.

SCOPE OF WORK

Fire Station No. 2 Architectural Services

1. General Scope of Work. Consultant shall provide the Services, which are further delineated as follows: (A) pre-design and architectural programming, (B) schematic design, (C) design development, (D) construction documents, (E) bid and award services and (F) construction and post-construction services (the “Services”) for the Town’s Fire Station #2, consisting of a new 5,000 s.f. fire station plus three apparatus bays totaling 3,900 s.f. with auxiliary space, (the “Project”). The Services shall also include site work, consisting of (A) shared access driveway with EPCOR, (B) parking, (C) landscaping, (D) the relocation of an existing 50 kW emergency generator, (E) coordination of communication tower with Rural Metro and (F) Fountain Hills Boulevard median improvements and preemptive warning flashers. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services. Consultant shall provide a detailed scope of work to cover all aspects and disciplines necessary for a separate contractor to construct a fully operational and functional facility. The Town’s representatives for this Project are Development Services Director Paul Mood, Fire Chief Randy Roberts and Assistant Fire Chief Dave Ott (“Town Representatives”). The Town reserves the right to adjust the Scope of Work to eliminate tasks, as necessary, to accommodate time and/or budgetary constraints.

1.1 Budget. The Consultant shall complete the schematic design, design development, and construction documents, such that construction cost of the Project designed by Consultant will not exceed the Town’s estimated construction budget of \$2,800,000 for the General Scope of Work identified in Paragraph 1 and shall not proceed from one phase to another unless the budget for the phase in is compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, Consultant shall immediately notify the Town. If the proposed design would cause the construction budget to be exceeded, Consultant shall provide the Town with “value engineering” alternatives for the Project at no additional cost to the Town.

1.2 Logs. Consultant shall maintain a log of site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to the Town for inclusion in the overall Project documentation.

1.3 ADA. All designs and specifications prepared by Consultant shall comply with the Americans with Disabilities Act, as determined by permitting agencies.

2. Pre-Design and Architectural Programming Phase.

2.1 Project Initiation. Upon final execution of the Agreement with Town, the Consultant shall:

A. Task Analysis; Schedule. Meet with the Town and the Town's Representatives to prepare a detailed task analysis and work plan for documentation in a computer-generated project schedule. Town's Representatives will produce the final scheduling format based on data furnished by Consultant. This task analysis and work plan will identify specific tasks including, but not limited to, interviews, data collection, required Town filing standards, analysis, report preparation, planning, Architectural Programming Phase, Schematic Design Phase, Design Development Phase and Construction Document Phase. Also identified will be Design Phase milestone activities or dates, specific task responsibilities including presentations, estimates and required times for completion and additional definition of deliverables.

B. Review Work Plan. Review the developed work plan with the Town and the Town Representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

C. Kick-off Meeting. Participate in a general Project kick-off meeting to include the Consultant's appropriate subconsultants, Town staff and Town Representatives. The Project kick-off meeting will:

1. Introduce key team members from the Town, the Town Representatives and the Consultant to each other and define roles and responsibilities relative to the Project.

2. Identify and review pertinent information and/or documentation from the Town necessary for the completion of the Project.

3. Review and explain the overall project goals, general approach, tasks, work plan, procedures and deliverable products of the Project.

4. Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

5. Review documentation of the Project kick-off meeting prepared by Consultant and comment prior to distribution.

6. Consultant shall record and distribute Project kick-off meeting minutes to all parties in attendance.

2.2 Development of Architectural Programming; Programming Phase.

Consultant shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Consultant shall identify design issues relating to functional need, directives and constraints imposed by regulatory codes. The design of the Project shall take into consideration impacts of the Project on neighboring residential uses. The Consultant shall:

A. Critical Issues. Identify critical issues affecting: Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable Town Code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements, dry utilities and domestic and fire water service requirements and shall immediately notify the Town Representatives of any such issues. Consultant, along with its subconsultants, shall notify and coordinate all utility companies and Town departments of Project needs and schedules and coordinate utility company construction plans and conflict reviews. Utility company construction plans shall be incorporated into the construction bid documents as required.

B. Design Schedule. Develop and manage the design schedule.

C. Public Meetings. Assist the Town Representative(s) in conducting a minimum of two public/neighborhood information meetings at a location designated by the Town and provide renderings, sketches and other information to adequately communicate Project information to the public. Meeting dates and times (to be determined) shall occur at the Schematic Design Phase and the Design Development Phase for community comment and input.

D. Stakeholder Meeting. Conduct an architectural programming meeting with Town's selected project stakeholders, if any, at the discretion of the Town.

E. Estimate Construction Cost. Develop an estimate of probable construction cost for the Project based on the developed functional architectural programs as approved by Town.

1. All costs are to be based on recent bid prices for similar projects, with escalation rate and duration clearly identified as a separate line item. The rate of cost escalation and projected bid and construction dates are to be as approved by the Town Representatives.

2. Contingencies for design, bidding or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.

3. All construction cost estimates developed as set forth above should also be summarized by the applicable Construction Specification Institute (“CSI”) category.

4. The Consultant’s proposed cost format must be submitted to the Town for review and approval.

5. Subconsultants shall participate in the design meetings as appropriate and shall provide input and feedback into the development of the cost estimate, when required.

F. Town Meetings. During the Architectural Programming Phase, it is anticipated that approximately two meetings per month will be convened between the Town, the Town Representative(s) and the Consultant at the Town’s municipal offices. Decisions made at such meetings and subsequently approved by the Town shall be binding. Consultant shall record and distribute meeting minutes to all parties in attendance.

2.3 Site Master Planning. Consultant shall prepare a Site Plan showing in detail the elements of the proposed fire station and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation and existing or proposed commitments of land to other uses.

2.4 Completion of Architectural Programming and Master Site Plan Phase.

A. Deliverables. Upon completion of the Architectural Programming and Master Site Plan Phase, the Consultant shall provide the appropriate number of copies for the following:

1. Functional and Architectural Programming Report
2. Master Site Plan
3. Estimate of probable construction cost

B. Presentations. The Consultant, along with its subconsultants and the Town Representative(s), shall present the programming conceptual design, studies, construction estimate and preliminary construction schedule to the Project team and the Town Manager and shall make any other presentations as shall be reasonably required by the Town.

1. The programming conceptual design studies shall be revised within the program parameters at no additional cost to Town until a final concept has been accepted and approved by the Town.

C. Cessation of Architectural Programming and Site Master Planning Phase. Upon completion and review of the functional and Architectural Programming and Site Master Planning Phase, no further work shall be done unless and until Town has given a written notice to proceed to the Consultant for Schematic Design.

3. Schematic Design Phase. The Consultant shall proceed with Schematic Design upon written authorization from Town. Schematic Design shall be prepared from the Programming Phase information and documents approved by Town.

3.1 Meetings. During the Schematic Design development it is anticipated that bi-weekly meetings will be held between the Town, Town Representative(s) and the Consultant to address specific design issues and to facilitate the decision making process. Such meetings shall be held at Town's municipal offices. Decisions made at such meetings and subsequently approved by Town shall be binding. Consultant shall record and distribute meeting minutes to all parties in attendance.

3.2 Deliverables. Upon completion of the Schematic Design Phase, the Consultant shall provide the appropriate number of copies for the following:

- A. Schematic Design Drawings with alternates
- B. Outline Specifications
- C. A statement indicating changes made to the program/master plan
- D. Schematic Design construction cost estimate, consisting of the following:

1. Unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work, including labor, material, waste allowance, sales tax and subcontractor's mark-up. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI category.

2. Separate estimates for the Project's building cost from site and utilities cost. Consultant shall submit to the Town and Town's Representative, if applicable, the cost-estimating format for prior review and approval.

All estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction contingency, and cost index (i.e., Lee Saylor Index).

3.3 Presentations. The Consultant along with its subconsultants, and the Town Representative(s), shall present the detailed Schematic Design, construction estimate and preliminary construction schedule to the Project team and the Town Manager and shall make any

other presentations as may be reasonably required by Town. Consultant, along with its subconsultants and Town Representatives, shall also present the detailed Schematic Design to the Town Council for comment and input.

3.4 Revisions. The Schematic Design studies shall be revised within the program parameters at no additional cost to Town until a final concept has been accepted and approved by the Town.

3.5 Permits. The Consultant shall identify, coordinate and begin preparation of all regulatory agency reports, permits and inspections that will be required for the Project.

3.6 Cessation of Schematic Design Phase. Upon completion of the Schematic Design Phase, the Town shall have the right to terminate this Agreement upon written notice of such termination to Consultant. The Town shall pay the Consultant only the fee associated with the Services provided for Schematic Design.

4. Design Development Phase. The Consultant shall proceed with the Design Development phase upon written authorization by the Town. The Design Development documents shall be prepared from the Schematic Design documents approved by the Town.

4.1 Meetings. During Design Development, it is anticipated that bi-weekly meetings will convene to address specific design issues and to facilitate the decision making process. Such meetings shall be held at Town's municipal offices. Documented decisions made at such meetings and subsequently approved by Town shall be binding. Consultant shall record and distribute meeting minutes to all parties in attendance.

4.2 Deliverables. Upon completion of the Design Development Phase, the Consultant shall provide the appropriate number of copies for the following:

- A. Design Development drawings from all disciplines
- B. Design Development specifications from all disciplines
- C. Design Development construction cost estimate, which the Consultant shall prepare by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups and general conditions shall be listed separately.

4.3 Presentation. The Consultant, along with its subconsultants and the Town Representative(s), shall present the detailed Design Development, construction estimate and preliminary construction schedule to the Project team and the Town Manager and shall make any other presentations as shall be reasonably required by Town.

4.4 Revisions. The Design Development shall be revised within the program parameters until a final concept has been accepted and approved by Town at no additional cost to Town.

4.5 Permits. The Consultant shall provide an update as to the status of all required permit application submittals and approvals.

4.6 Cessation of Design Development Phase. Upon completion of the Design Development Phase, the Town shall have the right to terminate this Agreement upon written notice of such termination to Consultant. The Town shall pay the Consultant only the fee associated with the services provided for Design Development.

5. Construction Document Phase. The Consultant shall proceed with the Construction Document Phase upon written authorization from Town. Construction documents shall be prepared from Design Development documents approved by the Town. The construction documents shall be for the purpose of the Consultant preparing the final documents for the Town's use in bidding the Project construction, after Town's approval of the construction documents.

5.1 Meetings. During the Construction Document Phase, it is anticipated that bi-weekly meetings will convene to address specific design issues and to facilitate the decision making process. Such meetings shall be held at the Town's municipal offices. Documented decisions made at such meetings and subsequently approved by Town shall be binding. Consultant shall record and distribute meeting minutes to all parties in attendance.

5.2 Deliverables. Upon completion of the Construction Document Phase, the Consultant shall provide the appropriate number of copies for the following:

- A. Complete construction drawings from all disciplines necessary to deliver the Project.
- B. Complete construction specifications from all disciplines necessary to deliver the Project.
- C. The final construction cost estimate, prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups and general conditions shall be listed separately.

5.3 Presentation. The Consultant, along with its subconsultants and the Town Representative(s), shall present the detailed construction documents, construction estimate and preliminary construction schedule to the project team and the Town Manager and shall make any other presentations as shall be reasonably required by the Town.

5.4 Revisions. The construction documents shall be revised within the program parameters at no additional cost to Town until a final concept has been accepted and approved by Town.

5.5 Permits. Upon written authorization from the Town, submit construction drawings to all required regulatory agencies for approval.

A. Corrections. Make corrections as required, to reflect regulatory agencies' back-check comments into the drawings, specifications and estimate. All such corrections will be made in a timely manner and at no cost to Town.

B. Regulatory Comments. Upon approval from all regulatory agencies, Consultant shall provide to the Town any regulatory comments creating additional costs to the Project and confirmation that the final design is within the Project construction budget.

C. List of Requirements. Consultant shall furnish a complete, itemized list of all submittal requirements.

D. List of Instructions. Consultant shall furnish a complete, itemized list of all special inspections required.

6. Bidding Phase.

6.1 Delivery of Bid Documents. Consultant shall coordinate the delivery of bid documents to reproduction facility for printing, binding, wrapping and delivery to the bidders.

6.2 Pre-Bid Conference. In conjunction with the Town, Consultant shall facilitate the Pre-Bid Conference arranged by the Town. This conference shall be a forum for the Town and Consultant to explain the Project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, the Town's administrative requirements, technical and other information.

6.3 Inquiries. Consultant shall respond to inquiries related to the contract documents. Consultant shall tabulate and maintain a summary of the inquiries received (verbally at the Pre-Bid Conference and otherwise in writing) and the responses made.

6.4 Bid Opening. Consultant shall assist the Town in conducting the bid opening and evaluating the bids. Consultant shall make recommendations to the Town concerning the acceptance or rejection of bids.

6.5 Bid Protest. Consultant shall assist the Town in evaluating any bid protest filed.

7. Construction Phase. [WITHOUT PM/CM]

7.1 Program Management.

A. Pre-Construction Conference. In consultation with the Town, the Consultant shall facilitate a Pre-Construction Conference during which Consultant shall review the Project organization, communication protocols, security, responsibilities,

general Project procedures and other matters set forth in the construction contract documents. Consultant shall record and distribute meeting minutes to all parties in attendance.

B. Construction Observation. Consultant shall provide contract administration and establish and implement coordination and communication procedures among Consultant, the Town and the selected contractor(s). Consultant shall visit the Project site at least weekly to review the construction progress. Construction observation for the Project shall be performed by Consultant's personnel with sufficient expertise to determine whether the construction is proceeding in accordance with the construction contract documents.

C. Procedures for Requests for Information; Submittals. Consultant shall establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, substitutes and payment requests and the maintenance of logs for tracking all relevant information related to the above. Consultant shall maintain weekly job reports and provide to the Town on a weekly basis. If provided for in the construction phase procedures approved by the Town, Consultant shall be the party to whom requests for information, submittals, contractor schedule adjustments, substitutes, change order requests and payment applications shall be submitted.

D. Quality Review. Consultant shall establish and implement a program to monitor the quality of the construction to assist in guarding the Town against defects and deficiency in the work of the contractor. While the Consultant shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the construction contractor in the performance of its contract, nor be responsible for the failure of the construction contractor to carry out work in accordance with the contract documents, Consultant shall nevertheless advise the Town whether the construction means, methods, techniques, sequences or procedures will delay the work or cause a defect in the work. Consultant may reject work and transmit to the Town and contractor a notice of nonconforming work when it is the opinion of Consultant or the Town that the work does not conform to the requirements of the contract documents. Consultant is not authorized as a part of this service to change, revoke, alter, enlarge, relax or release any requirements of the contract documents or to approve or accept any portion of the work not performed in accordance with the contract documents. No action taken by Consultant shall relieve any or all of the contractors from their obligation to perform their work in strict conformity with the contract documents and in strict conformity with all other applicable laws, rules and regulations. Such limits of authority shall be made clear and enforced by Town in the contractor's contract documents. Communication between Consultant and contractor with regard to quality review shall not in any way be construed as binding Consultant or the Town or as releasing the contractor from the fulfillment of any of the terms of the contract documents. It is understood that Consultant's action in providing quality review as stated herein is a service to the Town and by performing as provided herein, Consultant is not acting in a

manner so as to assume responsibility or liability, in whole or in part, for all or any part of the construction work for the Project.

E. Construction Meetings. Consultant shall preside over weekly construction meetings at the Project site or Town's Municipal Center with the contractor and the Town. Consultant shall record and distribute meeting minutes to all parties in attendance.

F. Review of Submittals. Consultant shall review submittals including, but not limited to, shop drawings, samples, product information, shop and mill test results, alternate products, operation and maintenance manuals and warranties for compliance with the contract documents. Upon review, submittals shall be marked with appropriate comments by Consultant on six returned copies. Reviewed submittals shall be returned to the contractor within 21 days of the original submittal date from the contractor.

G. Response to Requests for Information. Consultant shall respond to Requests for Information. Responses shall be returned to the contractor within seven days of the original submittal date by the contractor.

H. Clarification of Plans. If any errors are discovered in the plans and specifications, Consultant shall issue supplemental drawings or details to clarify issues to the contractor. Consultant shall indicate if items are for clarification only or added scope (cost) to the contractor. Consultant shall not be compensated for such services.

I. Coordination of Inspections. Technical inspections and testing shall be coordinated by Consultant in conjunction with the Town's Chief Building Official. Consultant shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period. Consultant is not responsible for providing, nor does Consultant control, the actual performance of technical inspection and testing. Consultant is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.

J. Start-up. Consultant will be responsible for monitoring preliminary equipment start-up. Start-up will generally follow the procedure outlined in the contract documents. Consultant shall be responsible for determining existing process operational modifications to facilitate start-up of new facilities and monitor the initial process settings and initial equipment operation.

1. Consultant shall evaluate the initial process operations and contractor's preliminary equipment testing and seven-day process testing.
2. Consultant shall monitor all phases of start-up.

K. Special Inspections. Consultant shall perform all special inspections, including, but not limited to, structural and mechanical inspections.

L. Pay Applications. Consultant shall review and approve all contractor pay applications prior to submittal to the Town.

M. Review of Change Orders. Consultant shall review all requests for changes to the contract time or price submitted by a contractor, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to the Town with respect to acceptance of the requests. Consultant will implement the Town's decisions regarding all requests for changes. All changes to the construction contract between the Town and contractor shall only be made by change orders or contract amendment executed by the Town.

N. As-built Drawings. Consultant shall review the contractors' as-built drawings throughout the construction phase to ensure that they are updated monthly and current. As-builts shall be submitted to the Consultant by the contractor for their review and certification prior to final completion.

O. Document Package. Upon receipt from the contractor, Consultant shall review for completeness contractor's as-built drawings, operation and maintenance manuals, warranties and guarantees for materials and equipment installed on the Project and shall submit one complete package of documents to the Town.

7.2 Time Management.

A. Initial Schedule. Upon receipt of the initial contract schedule and preliminary contract schedule, Consultant shall review such schedules and provide comments to the Town. Consultant shall also review contractor requests for time extensions and recovery schedules as required.

B. Master Schedule. Consultant shall recommend to the Town any such adjustments to the Master Schedule, and upon Town's approval, incorporate such adjustments. Consultant shall adjust and update the Master Schedule and distribute copies to the Town.

C. Construction Schedule. Consultant shall review the contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the contract documents and that it establishes completion dates that comply with the requirements of the contract documents. If changes in the Master Schedule maintained by Consultant are appropriate, Consultant shall make such modifications as approved by the Town.

D. Construction Schedule Report. Consultant shall, on a monthly basis, (1) review the progress of construction of each contractor, (2) evaluate the percentage complete of each construction activity as indicated in the contractor's

construction schedule and (3) review such percentages with the contractor. This evaluation shall serve as data for input to the periodic construction schedule report that shall be prepared and distributed to the Town. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the contractor. Consultant shall advise and make recommendations to the Town concerning the alternative courses of action that the Town may take in its efforts to achieve contract compliance by the contractor.

E. Change Orders; Modifications. Prior to the issuance of change orders, Consultant shall advise the Town as to the effect of the change order on the Master Schedule. Consultant shall review any recovery schedule submitted by the contractor for compliance with the contract documents. If changes in the Master Schedule maintained by Consultant are appropriate, Consultant shall make such modifications as approved by the Town.

7.3 Cost Management.

A. Change Order Control System. Consultant shall establish and implement a change order control system. All proposed change orders shall first be described in detail by Consultant in a request to the contractor, and shall be accompanied by technical drawings and specifications prepared by the Consultant. In response to a request by Consultant, the contractor shall submit to the Consultant for evaluation detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed change work order. Consultant shall discuss the proposed change order with the contractor and endeavor to determine the contractor's basis of the cost and time impacts of performing the work. Consultant shall review and provide the Town with written reports as to engineering soundness and construction practicality regarding such decisions made or actions taken by the Consultant. Consultant shall make recommendations to the Town as to engineering soundness of the proposed change and whether Consultant believes the change in the work is in the best interest of the Project, prior to the Town's execution of change orders. Consultant shall verify that change order work and adjustments of time, if any, required by approved change orders have been incorporated in to the contractor's construction schedule.

B. Determination of Price. In instances when a lump sum or unit price is not determined prior to performing work described in a request, Consultant shall request from the contractor records of the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the contractor in performing the work.

C. Payment Applications. Consultant shall review the payment applications submitted by each contractor and determine whether the amount requested reflects the progress of the contractor's work. Consultant shall make appropriate adjustments to each payment application and shall provide and forward to the Town a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage, actual amounts owed for the current period

and an updated schedule for work completed to date. Included in this report shall be a Certificate of Payment that shall be signed by Consultant and delivered to the Town. The issuance of a Certificate of Payment by Consultant shall constitute a representation by Consultant to the Town, based on Consultant's observations and inspections at the site and on the data comprising the contractor's application for payment, that the work has progressed to the point indicated; that, to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon Substantial Completion, and to the results of any subsequent tests required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in the application for payment); and that the contractor is entitled to payment in the amount certified. Issuance of a Certificate of Payment shall not be a representation that Consultant has made any examination to ascertain how and for what purpose the contractor has used the monies paid on account of the contract sum.

8. Post-Construction Phase.

8.1 Project Management.

A. Start-up. Consultant will be responsible for monitoring preliminary equipment start-up. Start-up will generally follow the procedure outlined in the contract documents. Consultant shall be responsible for determining existing process operational modifications to facilitate start-up of new facilities and monitor the initial process settings and initial equipment operation.

1. Consultant shall evaluate the initial process operations and contractor's preliminary equipment testing and seven-day process testing.

2. Consultant shall monitor all phases of start-up.

B. Inspections; Punch List. Consultant shall provide final inspections and prepare final punch list to be attached to the Certificate of Substantial Completion. Consultant shall perform back checks of the punch list until all items are complete.

C. Substantial Completion. Consultant shall submit a recommendation at the appropriate time for acceptance of the Project to the Town as substantially complete.

D. Certifying As-built Drawings. Consultant shall receive as-built drawings from contractor and incorporate changes onto 4 mil mylar drawings and deliver to Town staff. Consultant shall be responsible for certifying the as-built drawings. "Certify the as-built drawings" means the as-built drawings will be signed, sealed and dated by Consultant(s) registered in the State of Arizona in his/her field of competence.

E. Document Package. Prior to the Final Completion of the Project, Consultant shall compile manufacturers' operations and maintenance manuals, warranties and guarantees as received from the contractors, and submit one complete package to Town.

F. Final Completion. Consultant shall submit a recommendation for final acceptance of the Project to Town upon confirmation that the Project is complete, including all punch list items.

G. Warranties. Consultant shall respond to warranty issues as needed for a period of one year after final acceptance of the Project. Consultant shall schedule and conduct a warranty inspection ten months after final acceptance of the Project with the Town and contractor.

8.2 Cost Management. Consultant shall continue to provide services related to change orders during the Post-Construction Phase.

8.3 Management Information Systems. At the conclusion of the Project, Consultant shall prepare final project cost and close-out reports. Consultant shall submit all Project documents electronically to the Town in one complete package.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HUNT & CARAWAY ARCHITECTS, LTD.

[Schedule of Work]

See following page.

SCHEDULE OF WORK

- A. Consultant shall complete all Services required under the Pre-Design and Architectural Programming Phase within 45 working days after written authorization from the Town to proceed.
- B. Consultant shall complete all Services required under the Schematic Design Phase within 45 working days after written authorization from the Town to proceed with the Schematic Design Phase.
- C. Consultant shall complete all Services required under the Design Development Phase within 45 working days after receipt of a written authorization from the Town to proceed with the Design Development Phase.
- D. Consultant shall complete all Services required under Construction Document Phase up through and including the Substantial Completion stage within 300 working days after receipt of a written authorization from the Town to proceed. Excluded from this duration is the time associated with the construction document back-check stage.
- E. Consultant shall proceed with all Services required under the Bidding Phase within 10 working days after receipt of a written authorization from the Town to proceed with the Bidding Phase.
- F. Consultant shall proceed with all Services required under the Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by Town.
- G. The durations stated above include the review periods required by the Town and all other regulatory agencies.

EXHIBIT D
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HUNT & CARAWAY ARCHITECTS, LTD.

[Fee Proposal]

See following pages.

Fountain Hills Fire Station #2

Project Fee Worksheet

Description	Quantity	Unit	Unit Cost	Cost	Total Cost
Design Services					
9-Mar-16					
Civil Engineer					
Topo Survey	\$4,000.00	Amount	1.10	\$4,400.00	
On-Site G&D	\$14,000.00	Amount	1.10	\$15,400.00	
FHB Curb Modifications	\$5,000.00	Amount	1.10	\$5,500.00	
Drainage (100-Year Flows provided by Town)			1.10		
Erosion Control at Wash	\$3,000.00	Amount	1.10	\$3,300.00	
On-Site Drainage, Detention, Drain Pipes	\$3,000.00	Amount	1.10	\$3,300.00	
SWPPP	\$1,000.00	Amount	1.10	\$1,100.00	
Waterline Relocation MCESD Form	\$600.00	Amount	1.10	\$660.00	
Fire Hydrant On-Site w/ MCESD Form	\$1,000.00	Amount	1.10	\$1,100.00	
Meetings	\$1,300.00	Amount	1.10	\$1,430.00	
Bidding RFI	\$1,000.00	Amount	1.10	\$1,100.00	
Construction RFI	\$2,000.00	Amount	1.10	\$2,200.00	
Sub-total				\$39,490.00	\$39,490.00
Landscape Architect					
Plant Inventory & Salvage Phase	\$875.00	Amount	1.10	\$962.50	
Design Development Phase	\$975.00	Amount	1.10	\$1,072.50	
Contract Document Phase	\$1,575.00	Amount	1.10	\$1,732.50	
Bid and Award Phase	\$350.00	Amount	1.10	\$385.00	
Construction Administration Phase	\$550.00	Amount	1.10	\$605.00	
Sub-total				\$4,757.50	\$4,757.50
Architect					
Project Architect	50	Hours	\$175.00	\$8,750.00	
Project Manager	150	Hours	\$120.00	\$18,000.00	
Drafting	800	Hours	\$95.00	\$76,000.00	
Meetings (10 Meetings @ 3 hrs)	30	Hours	\$150.00	\$4,500.00	
Construction Administration	275	Hours	\$120.00	\$33,000.00	

Meetings (32 Meetings @ 2 hrs)	64	Hours	\$120.00	\$7,680.00	
Construction Observation Allowance	1	Amount	\$20,000.00	\$20,000.00	
Printing Allowance	1	Amount	\$7,500.00	\$7,500.00	
Sub-total, Design				\$175,430.00	\$175,430.00
Structural Engineer					
Construction Documents	\$7,000.00	Amount	1.10	\$7,700.00	
Construction Administration	\$1,000.00	Amount	1.10	\$1,100.00	
Special Inspection	\$2,450.00	Amount	1.10	\$2,695.00	
Sub-total				\$11,495.00	\$11,495.00
MPE Engineer					
Design	\$8,000.00	Amount	1.10	\$8,800.00	
RFI's	\$800.00	Amount	1.10	\$880.00	
As-Built Drawings	\$600.00	Amount	1.10	\$660.00	
6 Meetings	\$1,800.00	Amount	1.10	\$1,980.00	
Sub-total				\$12,320.00	\$12,320.00
Fire Protection					
Design	\$4,358.00	Amount	1.10	\$4,793.80	
Flow Test (2 Tests)	\$708.00	Amount	1.10	\$778.80	
CA	\$596.00	Amount	1.10	\$655.60	
As-Built Phase	\$240.00	Amount	1.10	\$264.00	
Sub-total				\$6,492.20	\$6,492.20
Geotechnical Work					
Report & Borings	\$2,200.00	Amount	1.10	\$2,420.00	
Sub-total				\$2,420.00	\$2,420.00
Cost Estimating					
SD Estimate	\$4,700.00	Amount	1.10	\$5,170.00	
DD Estimate	\$4,700.00	Amount	1.10	\$5,170.00	
CD Estimate	\$4,700.00	Amount	1.10	\$5,170.00	
Sub-total				\$15,510.00	\$15,510.00

Total Fee for Fountain Hills**\$267,914.70****EPCOR Driveway Items****9-Mar-16****Civil Engineer**

Topographic Survey	\$2,000.00	Amount	1.10	\$2,200.00	
Civil Design	\$7,500.00	Amount	1.10	\$8,250.00	
Relocate water line w/ MCESD Forms	\$2,500.00	Amount	1.10	\$2,750.00	
Sub-total				\$13,200.00	\$13,200.00

Landscape Architect

Plant Inventory & Salvage Plan	\$400.00	Amount	1.10	\$440.00	
Design Development Phase	\$450.00	Amount	1.10	\$495.00	
Contract Document Phase	\$625.00	Amount	1.10	\$687.50	
Bid and Award Phase	\$150.00	Amount	1.10	\$165.00	
Construction Administration Phase	\$250.00	Amount	1.10	\$275.00	
Sub-total				\$2,062.50	\$2,062.50

Architect

Project Manager	5	Hours	\$120.00	\$600.00	
Drafting	15	Hours	\$95.00	\$1,425.00	
Meetings (2 meetings @ 3 hrs)	6	Hours	\$150.00	\$900.00	
Construction Management	40	Hours	\$120.00	\$4,800.00	
Sub-total				\$7,725.00	\$7,725.00

Geotechnical Work

Report & Borings	\$1,200.00	Amount	1.10	\$1,320.00	
Potholing	\$1,100.00	Amount	1.10	\$1,210.00	
Sub-total				\$2,530.00	\$2,530.00

Structural Engineer

Retaining Wall Design	\$2,000.00	Amount	1.10	\$2,200.00	
Special Inspection	\$1,750.00	Amount	1.10	\$1,925.00	

Sub-total				\$4,125.00	\$4,125.00
Cost Estimating					
SD, DD, & CD Estimate	\$2,400.00	Amount	1.10	\$2,640.00	
Sub-total				\$2,640.00	\$2,640.00

Total Fee for EPCOR	\$32,282.50
Total Design Fee	\$300,197.20

Design scope of work includes the following items:

1. Fully designed fire protection system and flow tests to comply with code requirements and agency approval.
2. Public meeting to present and discuss the Fire Station design along with public input and feedback on the design.
3. Special inspections as defined by the structural engineer and governing agency to cover both roadway and building design.
4. Topographic survey to cover both roadway and building design areas.
5. Hillside civil design to cover both roadway and building design.
6. Comprehensive cost estimating at identified design phases for both the roadway and building designs.
7. Native plant survey to cover both roadway and building design.
8. Native plant inventory and salvage plan to cover both roadway and building design.
9. Separate design documents for driveway construction bidding under one bid package.
10. Weekly construction review meetings and field reports.
11. Civil design for existing water line relocations and MCESD forms.
12. Utility coordination and review of proposed design for approval and construction.
13. Verify 50 KW design capacity for relocating emergency generator.
14. Median and street improvements to Fountain Hills Blvd to support traffic flasher system.
15. Contractor provided As-Built drawings reviewed by design team.
16. Coordinate fire department communication tower and emergency operation systems.
17. FF&E to be identified in the construction documents for procurement by the General Contractor.

Design scope of work excludes the following items:

1. Review and permit fees for governing agency approval.
2. Design and construction of standard emergency traffic signal system and traffic study documentation.
3. Construction and material testing as required by governing agency.

4. FF&E procurement and payment.
5. Utility coordination and review fees for design and construction.
6. Drainage study for compliance and modification of easements or drainage washes as required by governing agency.
7. Soils testing, compaction testing, environmental studies, and contamination studies as required by governing agency.