



## CONTRACT/GRANT INFORMATION SHEET

Date: 1/5/2015	
Staff's Name: Paul Mood	Department: Development Services
Vendor's Name: Wood Patel and Associates	
Address: 2051 W. Northern, Suite 100 Phoenix, AZ 85021	
Phone: 602-335-8500	
Received W9 (if applicable): <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Business License # (if applicable):      Exp. Date: <a href="#">Click here to enter a date.</a>	

ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:	CIPST	8060	S6010	374,2450
Accounting Code:	CIPTS	8080	T5011	24,955
Accounting Code:				
Accounting Code:				
Accounting Code:				

### CONTRACT SUMMARY

Contract Number Assigned:	C2015-128		
Contract Total:	\$399,200		
Brief Description of Service:	Construction Management for Saguaro Blvd. Reconstruction and Palisades Blvd. traffic signal replacement		
Contract Beginning Date:	12/18/2014		
Contract Expiration Date:	2/15/2017		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Budget Page #:	335 & 343		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: 12/18/2014	<input type="checkbox"/> No	
Insurance Certificate provided:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Estimate Start Date:	1/2/2015		
Estimate Completion Date:	2/15/2017		

### GRANT SUMMARY

Paid for by Grant:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name of Grantee:		
Grant Number Assigned:		
Date Council Approved:		

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
WOOD, PATEL & ASSOCIATES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of December 18, 2014, between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the "Town"), and Wood, Patel & Associates, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The Town issued a Request for Qualifications, DS2015-103 "Saguaro Boulevard Reconstruction Construction Management 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 to provide professional services for the construction management of the Saguaro Boulevard reconstruction, drainage improvements and traffic signal replacement at the intersection of Saguaro Boulevard and Palisades Boulevard (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 to provide the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing 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 for two years from the date of the notice to proceed, but not later than February 15, 2017, unless terminated as otherwise provided in this Agreement.

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.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$399,200.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C 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 completion of the Services to be performed 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 and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, 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 number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and 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 number and 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 the 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 the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the 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 the 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 the Agreement in any budget in any fiscal year other than the fiscal year in which the 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 the 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, the 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 the 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 the 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: Kenneth W. Buchanan, 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:        Wood, Patel & Associates, Inc.  
                                  2051 West Northern Avenue, Suite 100  
                                  Phoenix, Arizona 85021  
                                  Attn: Darrel Wood, P.E., R.L.S.

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

Kenneth W. Buchanan  
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On DEC 19, 2014, before me personally appeared Kenneth W. Buchanan, 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.

 DOMINICK LABATE  
Notary Public - State of Arizona  
MARICOPA COUNTY  
My Commission Expires Jan. 21, 2016

(Affix notary seal here)

Dominick Labate  
Notary Public

**“Consultant”**

WOOD, PATEL & ASSOCIATES, INC.,  
an Arizona corporation

By: Robert Sazona

Name: [Signature]

Title: VP Const Mgmt

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On December 3, 2014, before me personally appeared Robert Sazona, the VP Const Mgmt of WOOD, PATEL & ASSOCIATES, INC., 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.

Sondra L Rutledge  
Notary Public

(Affix notary seal here)

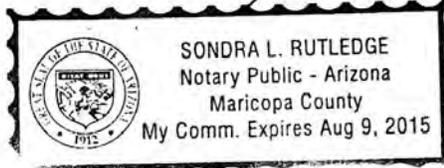


EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
WOOD, PATEL & ASSOCIATES, INC.

[Statement of Qualifications]

See following pages.

Statement of Qualifications for:  
Saguaro Boulevard Reconstruction  
Construction Management Services

Solicitation Number: DS2015-103

Town of Fountain Hills

October 22, 2014 3:00 PM



Submitted by:

**WOOD/PATEL**  
MISSION: CLIENT SERVICE™

**ORIGINAL**

October 22, 2014

Darrel E. Wood, P.E., R.L.S.  
Ashok C. Patel, P.E., R.L.S., CFM  
Michael T. Young, P.E.  
James S. Campbell, P.E.  
Thomas R. Gettings, R.L.S.  
Darin L. Moore, P.E.  
Jeffrey R. Minch, P.E., CFM  
Robert D. Gofonia, P.E., R.L.S.  
Patrick W. Marum, P.E.  
Kenneth L. Knickerbocker, P.E., R.L.S.  
Michael R. Havill, P.E., R.L.S.  
John M. Bulka, P.E.  
Daniel J. Cronin, PMP, LEED AP, CDT  
James G. Taillon, CFM  
Daniel W. Matthews, P.E.  
Christopher A. Salas, P.E.  
Kathy M. Svecovsky, R.L.S.  
Joseph C. Daconta, P.E.  
Shane D. McClara, P.E.  
Ken S. Snow, P.E.  
Ethan A. Boyle, P.E.  
Cesar Castillo, P.E.  
James L. Kary, P.E.  
Ronald F. Martinez, P.E.  
Stefanie M. Thrush, P.E.  
Kevin T. McDougall, P.E., R.L.S.  
Michael A. Speedie, P.E.  
Ronald J. Nadzieja, CCM

Mr. Paul Mood, Director  
Development Services Department  
Town of Fountain Hills  
16705 East Avenue of the Fountains  
Fountain Hills, Arizona 85268

**Re: Request for Statement of Qualifications for Construction Management Services for Saguaro Boulevard Reconstruction Project No. DS2015-103**

Dear Mr. Mood:

Wood, Patel & Associates, Inc. (Wood/Patel) welcomes this opportunity to submit our Statement of Qualifications for Construction Management Services for the Reconstruction of Saguaro Boulevard. We have assembled a unique team of individuals who have the most relevant construction management experience to deliver this as a successful project. Our team offers comprehensive construction inspection expertise while serving as an extension to the Town's inspection staff.

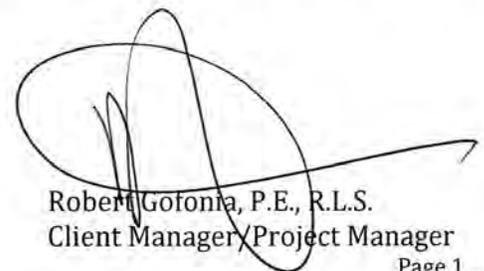
Wood/Patel has appointed **Robert Gofonia, P.E., R.L.S., as the Client Manager**. Bob worked for the City of Phoenix's Design and Construction Management Division for 23 years as an Engineering Supervisor and is very familiar with municipal requirements for construction management and inspection. Some of the reasons to select the Wood/Patel Team include:

- *Wood/Patel's passion to serve Fountain Hills will bring quality to Saguaro Boulevard's Reconstruction. Our track record in delivering top-quality projects on time and within budget is proven in our "Mission: Client Service" philosophy embraced by all team members.*
- *As experts in resolving projects with challenges, Wood/Patel will bring creative and practical know-how to the Town of Fountain Hills.*
- *Our team is immediately available to provide the services to meet the goals of this project.*
- *Wood/Patel has teamed with local firm, Sun Engineering for traffic signal expertise.*
- *Due to our dedication to client service, we have been selected for an unprecedented 11<sup>th</sup> year in a row as Arizona's #1 civil engineering firm, as ranked by client satisfaction (Ranking Arizona: Best of Arizona Business 2004-2014).*

We have read and understand the construction documents and the elements laid out in the Addendum Number 1 for **Project No. DS2015-102**. We are eager to provide the Town of Fountain Hills with unparalleled service on the Saguaro Boulevard Reconstruction Project. Thank you for this opportunity.

Sincerely,  
**Wood, Patel & Associates, Inc.**

  
Darrel E. Wood, P.E., R.L.S.  
Principal-in-Charge

  
Robert Gofonia, P.E., R.L.S.  
Client Manager/Project Manager

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**Town of Fountain Hills  
Saguaro Boulevard Reconstruction  
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## **A. GENERAL INFORMATION**

### **A (1) Cover Letter**

Please see cover letter prior to the beginning of this section on page 1. In the cover letter, we have included an acknowledgement of receipt of Addendum 1. Though it is for solicitation number DS2015-102, we understand that a number of addendum items pertain to this solicitation number DS2015-103. The acknowledgement form is part of the Appendix to this proposal.

### **A (2) Vendor Identification Information**

A corporation, Wood, Patel & Associates, Inc. (Wood/Patel) is located at 2051 West Northern Avenue, Phoenix, Arizona 85021. Our Arizona Business license/Tax ID number is 86-0680091, our Transaction Privilege Tax number is 20017056, and our Corporation Commission number is 00232215-4. Applicable license and registration numbers for our individual members are listed in the appendix/resume section.

The person to contact regarding this Statement of Qualifications is Bob Gofonia, P.E., Vice President of Construction Management and Client Manager on your project. Please feel free to contact him at (602) 335-8500; bgofonia@woodpatel.com.

### **A (3) Vendor's Principal Office**

Wood/Patel's principle office is located at 2051 West Northern Avenue, Phoenix, Arizona. This will be the home office of the key staff contributing to this project.

### **A (4) General Description of the Vendor**

Wood/Patel is proud to be a locally owned Civil Engineering firm serving Arizona communities for 30 years. Our firm has developed a sustained passion for value-added services resulting in cost-effective solutions to challenging technical issues. This is a reflection in our trademark Mission: Client Service philosophy embraced by every employee. With an exceptional staff of 80, *Wood/Patel has been voted Arizona's #1 civil engineering firm for an unprecedented 11th year in a row* as ranked by client satisfaction (Ranking Arizona).

### **A (5) Termination of Contract in the Last Five Years**

Wood/Patel has had no termination of contracts in the last five years.

### **A (6) Claims Resulting in Litigation or Arbitration in the Last Five Years**

Wood/Patel has had no litigation or arbitration in the last five years.

### **A (7) Vendor Information Form**

We have included the Vendor Information Form in the Appendix.

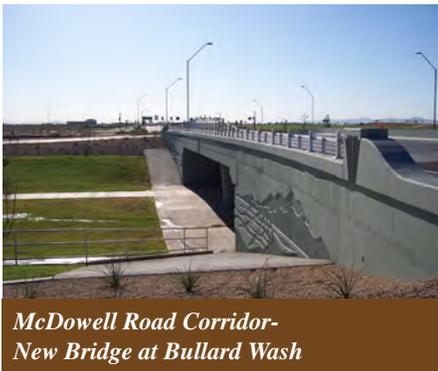


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**B. EXPERIENCE AND QUALIFICATIONS**

**B (1) Experience in Providing Similar Services**

The Wood/Patel Team has vast experience in Capital Improvement Project construction as it pertains to construction management and inspection of roadway reconstruction, drainage structures and traffic signals. To best serve the needs of the Town for this project, we have put together a team of professionals with over 100 years of local experience, we will be an extension of the Town’s staff ensuring a successful completion.



*McDowell Road Corridor-  
New Bridge at Bullard Wash*

**McDowell Road Commercial Corridor; Goodyear, AZ**

**Delivery Method:** Design-Bid-Build

**Construction Cost:** \$47 Million

**Project Description:**

This project was the largest Improvement District in Arizona constructing the roadway infrastructure for Estrella Falls Mall and surrounding commercial development. Wood/Patel’s project scope included the construction oversight (PM/CM) for 3.6 miles of roadway, channelizing one-mile of Bullard Wash into a linear park with a twin, two-span bridge at McDowell Road and another two-span bridge at a newly

constructed portion of Monte Vista Drive over Bullard Wash, renovation of an existing RID canal structure, several traffic signal installations, street lights, storm drain piping and head wall structures, landscaping and irrigation. This complex project was successful by Wood/Patel’s pro-active coordination with several agency stakeholders such as City of Goodyear, the Arizona Department of Transportation (ADOT), the Flood Control District of Maricopa County (FCDMC) and the Roosevelt Irrigation District (RID).

**Relevant Services**

- Construction Management
- Civil Engineering
- Surveying
- Paving & Drainage
- Traffic Signal Install
- Cost Savings



*Mockingbird Lane*

**Mockingbird Lane & 56th Street Improvements;  
Paradise Valley, AZ**

**Delivery Method:** Design-Bid-Build

**Construction Cost:** \$2.5 Million

**Project Description:**

Wood/Patel provided construction administration and inspection services to the Town of Paradise Valley for street and utility improvements on Mockingbird Lane, 56th Street, and 52nd Street. Major features of the project included new asphalt paving

on Mockingbird Lane from 52nd Street to 56th Street, curb & gutter, sidewalk and driveway upgrades in all areas. The project included modifications to the existing City of Phoenix waterline system, sanitary sewer upgrades, storm drain improvements, cast-in-place concrete box culvert, grading, and masonry walls. Improvements were constructed in compliance with MAG, Town of Paradise Valley, City of Phoenix, and ADA Standards. The scope of services included all field inspection and coordination with the contractor, the Town of Paradise Valley, and all impacted utility companies as needed. Wood/Patel’s Construction Manager was on site to observe construction progress and enforce all requirements of the contract documents, in addition to being an active participant in the timely resolution of field issues.

**Relevant Services**

- Construction Management and Inspection
- Civil Engineering
- Utility Relocation
- Paving & Drainage
- Existing Neighborhood



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*Greenfield and Chandler Heights Road-  
 Bridge Widening*

**Greenfield and Chandler Heights Road Improvements; Gilbert, AZ**

**Delivery Method:** Construction Manager at Risk

**Construction Cost:** \$16 Million

**Project Description:**

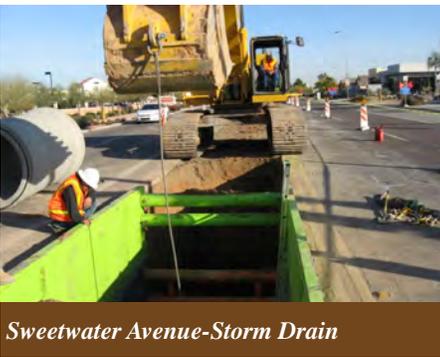
Wood/Patel provided PM/CM services for this Construction Manager at Risk (CM@R) contract. The scope of services included overall management of the design process, development of the preliminary and final scope of services for the CM@R, negotiation of multiple Gross Maximum Price proposal (GMP's), extensive utility and agency coordination during the design and construction phases.

Wood/Patel was responsible for overall

construction management and inspection of the project, including the widening of a bridge over the RWCD canal and the EMF, new RWCD facilities adjacent to the bridge, reconstruction of a portion of the RWCD canal, improving Greenfield Road including waterlines, storm drain, paving from Chandler height Road to Queen Creek Road and the reconstruction of Chandler Heights Road from Greenfield to Val Vista, cost and budget tracking and controls, construction scheduling, and coordination with several adjacent municipal and private construction projects. The project included the relocation and improvement of the tee intersection of Greenfield Road and Chandler Heights Road involving the installation of new traffic signals and street lights. Wood/Patel was also responsible for direct coordination with multiple private property owners in coordinating acquisition of public right-of-way and required elements.

**Relevant Services**

- Construction Management and Inspection
- Civil Engineering
- Paving & Drainage
- Landscaping
- Street Lighting
- Traffic Signals



*Sweetwater Avenue-Storm Drain*

**Sweetwater Avenue Storm Drain, 83rd Avenue to Loop 101; Peoria, AZ**

**Delivery Method:** Design-Bid-Build

**Construction Cost:** \$1.9 Million

**Project Description:**

Wood/Patel provided construction management and inspection services to the City of Peoria for storm drains in both Sweetwater and 83rd Avenue. This included utility coordination, a full width overlay of both streets, and a traffic video detection system. This project was a joint

project between the City of Peoria and the Flood Control District of Maricopa County. Wood/Patel's inspector was on site to observe construction progress and to coordinate with the City, contractor, schools, and the Flood Control District.

**Relevant Services**

- Construction Management and Inspection
- Civil Engineering
- Paving & Drainage
- Utility Relocation/Coordination

**B (2) Organizations of Similar Size or Operation**

Wood/Patel's Construction Management Team has worked with a multitude of municipalities across the state to ensure project success. We serve as an extension of our client. As the eyes and ears for the various cities and towns with whom we have worked, we have overseen cost, schedule and construction quality to ensure that the budget and schedules are met, and we are proactive in making sure projects meet the needs of our clients and their constituents.



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*Bullard Wash-City of Goodyear*

- (a) **Name of Organization:** City of Goodyear
- (b) **Contact name:** David Ramirez, P.E., City Engineer
- (c) **Contact address, telephone number, and e-mail address:**  
P.O. Box 5100  
Goodyear AZ 85338  
(623) 882-7954  
david.ramirez@goodyearaz.gov

(d) **Type of service provided:** Wood/Patel has served as the Project Manager/Construction Manager providing construction administration and inspection services, and design services as well.



*Ocotillo Water Main-Town of Gilbert*

- (a) **Name of Organization:** Town of Gilbert
- (b) **Contact name:** Jeff Kramer, P.E. (now with MCDOT)
- (c) **Contact address, telephone number, and e-mail address:**  
2901 West Durango  
Phoenix, AZ 85009  
(602) 722-5364  
JeffreyKramer@mail.maricopa.gov

(d) **Type of service provided:** Wood/Patel has served the Project Manager/Construction Manager and provided construction inspection services.



*Vistancia-City of Peoria*

- (a) **Name of Organization:** City of Peoria
- (b) **Contact name:** Dan Nissen, P.E.
- (c) **Contact address, telephone number, and e-mail address:**  
9875 North 85th Avenue  
Peoria, AZ 85345  
(623) 773-7214  
dan.nissen@peoriaaz.gov

(d) **Type of service provided:** Wood/Patel has served as the Project Manager/Construction Manager providing construction administration and inspection services.

## C. KEY POSITIONS

### C (1) Key Personnel

Our Construction Management group is made up of a talented team of professionals and para-professional individuals who enjoy working together and serving their clients.

Our Client Manager responsible for client satisfaction will be Robert D. Gofonia, P.E., R.L.S. (Bob). Bob is a registered Professional Engineer (Civil), and a Registered Land Surveyor, both registrations are in the State of Arizona. He has been employed with Wood/Patel for the past ten years and lives in Phoenix, Arizona.



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**ROBERT (BOB) GOFONIA, PE, RLS**

**CLIENT MANAGER/PROJECT MANAGER**

Bob has over 45 years of professional experience in Construction Administration and Inspection. He is an Associate with Wood/Patel and the Vice President of our Construction Management Division. Bob is a former Engineering Supervisor for the City of Phoenix's Design and Construction Management Division (DCM). Bob will be the point of contact for this project. Bob was with the City for 23 years and has vast experience in Civil Engineering Inspection with numerous City of Phoenix Projects, ranging from large Capital Improvement Projects to Neighborhood Infrastructure projects. Bob will be your "go to guy" on this project.



Bob's 23 years of experience working in the City of Phoenix's Design and Construction Management Division of the Street Transportation Department gives him enormous insight into the challenges and opportunities with infrastructure and satisfying clients.

**Project Experience:**

- **McDowell Road Commercial Corridor**, Goodyear; Bob was the Program Manager/Project Manager for this \$47 million dollar project
- **Mockingbird Lane & 56th Street Improvements**, Paradise Valley; Bob was the Project Manager for this \$2 million dollar project
- **Greenfield & Chandler Heights Road Improvements**, Gilbert; Bob was the Project Manager for this \$27 million dollar project
- **Sweetwater Avenue Storm Drain, 83rd Avenue to the Loop 101**, Peoria; Bob was the Project Manager on this \$1.9 million dollar project
- **Numerous City of Phoenix Projects** both CIP and Permit Projects as an Engineering Supervisor

**RON MARTINEZ, P.E.**

**CONSTRUCTION MANAGER/RESIDENT ENGINEER**

Ron has over 35 years of experience in Construction Administration and Inspection. His unique background includes more than ten years with heavy/civil general contractors, more than twelve years in the consulting field as a project manager, and seven years with the Salt River Pima-Maricopa Indian Community (SRP-MIC) as the Assistant Director of Engineering & Construction Services (ECS). Ron was the Manager of the Construction Management Division of the SRP-MIC ECS department. He was responsible for the planning, design, and construction of numerous Tribal projects. This included roadways, utilities, flood control, office complex, housing, educational facility, museum, and Tribal correction facility. Ron also coordinated with and monitored outside agency projects on the Community including ADOT, MCDOT, and FCDMC work.



Ron's 35 years of unique experience of having been on "both sides of the table" and dealing with MAG Standards & Details both as a consultant and as a contractor's engineer brings a true understanding of construction administration for municipal projects.

**Project Experience:**

- **Rawhide Wash Channel Flood Control Improvements**, Scottsdale; Ron was the Construction Manager on this \$2.2 million dollar project
- **Mockingbird Lane & 56th Street Improvements**, Paradise Valley; Ron was the Construction Manager on this \$2 million dollar project
- **Higley Groves West Street Rehabilitation**, Gilbert; Ron is the Construction Manager for this \$3.3 million dollar project
- **19th Avenue Cost-to-Cure Improvements for the Light Rail Expansion**, Phoenix; Ron was the Construction Manager on this \$2.7 million dollar project that involved the widening of 19th Avenue for the Light Rail



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**ALLEN (AL) BRYAN**

**SENIOR CONSTRUCTION INSPECTOR**

Allen is retired from the City of Phoenix's Design and Construction Management Division (DCM) with over 27 years of experience in construction management and inspection. He worked as senior construction inspector inspecting the installation of water lines, sewer lines, storm drain lines and structures, landscaping, irrigation, street lights, traffic signals, bridges, box culverts, and major street construction for the City of Phoenix.

Al's 27 years working with the City's DCM Division in the capacity of Senior Construction Inspector gives him a "leg up" by being extremely knowledgeable in the use of the MAG and their application to construction projects.

**Project Experience:**

- **Wickenburg Ranch, Water, Sewer, and Storm Drain Bank Protection**, Wickenburg; Al was the senior construction inspector for this project
- **Street Light Rehabilitation**, Gilbert; Al is the senior construction inspector on this \$1.8 million project
- **Rawhide Wash Parcel C Water & Sewer**, Scottsdale; Al was the senior construction inspector on this \$1 million project
- **Higley Groves Paving Reconstruction**, Gilbert; Al was the senior construction inspector for this project
- **CIP and Permit projects** with the City of Phoenix for 27 years

**JERRY POLING**

**SENIOR CONSTRUCTION INSPECTOR**

Jerry has more than 35 years of experience in the engineering and construction industry as a project manager, field supervisor, construction inspector, and materials technician. His unique background includes 17 years with the Arizona Department of Transportation (ADOT), nine years with major material testing firms, and ten years in construction management working for private consultants. Skills encompass structural inspection for all aspects of concrete structures; laboratory materials testing of concrete, soils, aggregates, and asphalt; interpretation of plans and specifications. Jerry has a proven ability to work well with Owners and Engineers under minimal supervision.

**Project Experience:**

Jerry's experience is best outlined in the paragraph above. Jerry has been with Wood/Patel for less than one year. He is the senior construction inspector for the construction of the Marana Center in Marana. This is an \$11 million dollar project that includes water, sewer, con-arch construction, roadway construction, traffic signal construction and storm drain work. This project should be complete in about four to five months. This will be about the time the Saguaro Boulevard project will be under way.

**RON NADZIEJA, CCM**

**CONSTRUCTION RESOURCE**

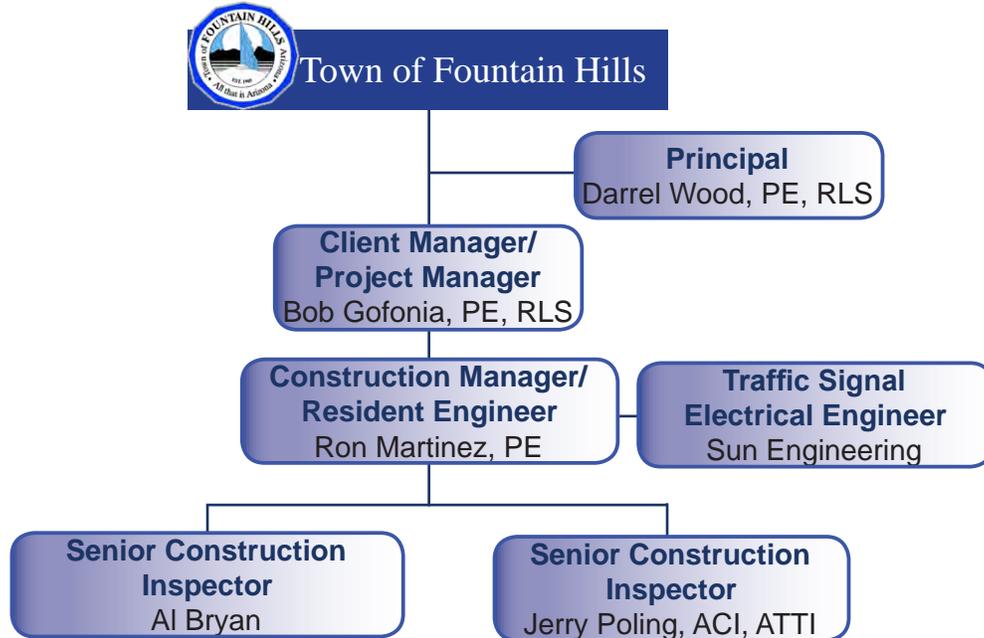
Ron will be a construction resource/advisor to the Wood/Patel Team. His vast experience in both horizontal and vertical construction will be an asset to both Wood/Patel and the Town of Fountain Hills. Ron has more than 35 years of experience in all phases of design and construction, including both vertical and horizontal projects.

**Project Experience:**

- **Ocotillo Road Improvements**, Gilbert; The project consisted of building a new four-lane minor arterial road from Higley Road to Recker Road
- **Scalloped Streets Central Improvements**, Gilbert; Ron served as program manager for the design and construction phases of this project, which consisted of widening Gilbert Road, Warner Road, Ray Road and Greenfield Road within the county island areas.
- **Higley Road Improvements**, Gilbert; The project consists of improving Higley Road to a full six-lane major arterial with a raised median, street lighting, traffic signal relocation and associated landscape.



## C (2) Roles and Responsibilities of Key Personnel



The construction management experts we have assembled for the Saguaro Boulevard Reconstruction project have collectively over 100 years of experience in various roles. We have selected the following team members to take on the roles and responsibilities listed below because we believe these individuals are the best fit and offer the skills and experience necessary to bring the Saguaro Boulevard Reconstruction project on time and on budget.

**ROBERT GOFONIA, P.E.** as one of the senior members of the Wood/Patel Team, Bob will be the Client Manager/Project Manager for this project. He will be your go to guy to ensure that the Wood/Patel Team meets the expectations of the Town. He will be responsible for providing all the resources, staff and expertise, and deliver proactive service that will meet the project goal and objective.

**RON MARTINEZ, P.E.** is also a senior member of the Wood/Patel Team and will be your Construction Manager for this project. Ron's responsibilities will include but not be limited to the following:

- Construction Inspection (assign inspector/s)
- Ensure that the contractor has a safety program on file at the construction site
- Review RFIs, process and track
- Review Change Order Requests, make recommendation and track daily and weekly reports
- Review Submittals (shop drawings) process and track
- Review Contractor's Pay Applications and cash flow
- Log Material Testing Results
- Issue Field Directives
- Review Contractor's Base Schedule and request monthly up-dates
- Facilitate and attend the pre-construction meeting
- Facilitate and attend weekly construction meetings
- Project Close Out and Punch List



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**ALLEN BRYAN** will be Wood/Patel's Senior Construction Inspector for this project. He will report to Ron Martinez, our Construction Manager. Allen's responsibilities will be the following:

- Boots on the ground, Allen will be a full time inspector acting as an extension of the Town's staff
- Ensure that the project is constructed in accordance with the contract plan and specifications
- Attend the pre-construction meeting
- Attend weekly construction meetings
- Keep daily records of the job's progress
- Check the contractor's redlined as-built drawings on a weekly basis
- Keep a clean and safe project

**JERRY POLING** will be available as a second or alternative Senior Construction Inspector if and when the project requires his services.

**RON NADZIEJA, CCM** will be a resource on this project. His vast experience with both vertical and horizontal construction will be a tremendous asset to the Wood/Patel Team. His eight plus years with the Town of Gilbert as one of the program managers makes this experience valuable to both the Town and Wood/Patel.

### **C (3) Subcontractor and Plan of Supervision**

Wood/Patel is using an electrical engineering minority sub-contractor, **Sun Engineering**, to assist in reviewing RFIs and Submittals for all electrical components of this project, including traffic signals. They will also assist in the inspection of the installation of the traffic signals. Wood/Patel has worked with Sun Engineering on several projects in the Valley. We will set up specific schedules for them based on the contractor's master schedule. They will respond when requested to be on site. We usually give them a 24-hour notice to comply with our request. They have a very good track record with our team, and the firm's principals have more than 50 years of experience in the Electrical and Mechanical Engineering arena.

### **C (4) Resumes**

Resumes are located in the Appendix of this proposal.

## **D. PROJECT APPROACH**

### **D (1) Approach**

The Wood/Patel Team will provide the Town of Fountain Hills seamless and complete Construction Management and Inspection Services and the required services as described in the Professional Services Agreement. Utilizing our knowledge of MAG Standard Specifications and Details, the Town will be benefitted by a savings in time and money. In addition, the Wood/Patel Team's knowledge of the various contracting companies, along with their existing working relationships with these contractors will promote a seamless work product. With over 25 years of working knowledge in the Valley, we are intimately familiar with the following codes and policies:

- Town of Fountain Hills Supplement to MAG
- MAG Uniform Standard Specifications and Details
- City of Phoenix's Supplement to MAG
- City of Scottsdale's Standard Details

As noted above in section "C", several key team members committed to this contract have prior experience working directly for other municipalities and will offer a unique understanding and perspective of the Town's requirements. Our team will bring enormous insight into the needs and solutions to the Town of Fountain Hills.



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(a) **Construction Oversight:** Construction oversight is a key element to a successful project and goes hand in hand with construction inspection. By the time a project goes out to bid, the Construction Management Team should know the project as well as the contractors bidding the job. This gives our Team the ability to best represent the interest of the Town in an effective, knowledgeable manner. By understanding the project from the contractors' perspective, our Team can help avoid the miscues that could result in a slow or delayed start up. In our history as construction managers, we have found that contractors are more willing to collaborate on resolving issues and less inclined to submit unfounded change orders when the construction manager knows the job as well as they do. Our project manager and construction manager have driven the project several times and they have reviewed the plans and technical specifications. Wood/Patel's construction manager/resident engineer has that insight as he has been on both sides of the table. A successful project will deliver a quality product that meets or exceeds the contract plans and specifications and meets all expectations and requirements of the Town. Our Wood/Patel team will be proactive and work smart to deliver the project on time and within budget.

(b) **Construction Inspection:** Our Team will work with the contractor to ensure project success—just as we have done on previous projects for municipalities throughout the Valley. Important value-added management philosophies and activities include:

1) **Acting as an extension of the Town:** our Team's construction management members will have representatives on-site to act as the eyes and ears of the Town to oversee (inspect) construction quality, oversee costs, and schedule. We will employ a highly qualified DBE to assist in the traffic signal and electrical portion of this project.

2) **Our Team will conduct weekly progress meetings on site** with the contractor, A/E, and the Town's representative and provide meeting minutes to all stakeholders in a timely manner. We will review the contractor's three week look-ahead schedule and compare it to the master schedule. If there is slippage in the master schedule, the contractor will be required to provide the Team with a recovery schedule.

3) **Inspecting the contractors' work progress on a daily basis:** Our Team will ensure compliance with the Town's requirements through observations (inspection) and reports by personnel experienced in performing work for the Town. Our inspectors are equipped with the latest technology in tools and equipment, including smart phones, lap-tops, and digital smart levels when needed, etc. They will utilize the latest applicable MAG Standard Specifications and the applicable supplement to City and/or Town Details.

4) **Compliance with traffic control requirements:** Our Team will closely monitor the traffic conditions and assist in mitigating any deviations or unforeseen field impacts from the approved traffic control plan. For example, the work at the intersection of Saguaro Boulevard and Palisades Boulevard will require a unique plan to transition traffic through this intersection. Our Team will work closely with the Town's traffic representative and the contractor to achieve safe traffic flow throughout the project. Saguaro Boulevard is very wide with two lanes and a wide bike lane/shoulder separated by a wide landscaped median. This leaves a lot of space for the contractor to come up with an innovative traffic control plan. Continuous and safe access to public safety vehicles, Town service vehicles, mail vehicles, school buses and local residents will be given top priority.

5) **Coordination with utilities:** Our Team will work closely with the utility companies and the contractor to orchestrate schedules and access, assuring seamless completion of all work. Our PM spoke with SRP Transmission and found no conflicts. We spoke with Century Link. They think they are clear but would like to see a few more potholes. They were informed that the project was out to bid and we can follow up with more investigation during construction. The Technical Specifications indicate that the following utilities have a conflict within the proposed project:

- Fountain Hills Sanitary District (FHSD)
- EPCOR Water
- SRP Distribution
- Cox Communication
- Southwest Gas

The Wood/Patel Team will work closely with the contractor and the effected utilities to fully investigate all viable options supporting cost-effective and project schedule decisions.



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**(c) Schedule Controls:** To minimize disruption to businesses and the travelling public, we will assist in developing a detailed project schedule using Primavera P6 through joint collaboration with the Town of Fountain Hills and the contractor. Once the detailed project schedule has been finalized, regular team meetings and constant communication are essential components in our aggressive pursuit of schedule compliance. Our internal measures for timely completion can include: 1) Incorporating the contractor's schedule into a complete project schedule using Primavera P6, 2) Developing a Project Management Plan, 3) Holding weekly team progress meetings, 4) Submitting monthly project progress reports with solutions to maintain the project schedule, 5) The Wood/Patel Team will review the three week look ahead schedule at the weekly construction progress meetings to verify that it coincides with the master schedule. If there is any slippage, the contractor will be required to revise his master schedule to include recovery of the time lost.

**(d) Quality Controls:** The Wood/Patel Team has developed a rigorous approach to delivering construction management services, enabling us to provide accurate and timely decisions that have saved our clients significant amounts of money. Our Construction Management Team understands the Town's needs and is empowered to provide a level of Client Service that both the Town of Fountain Hills and the Wood/Patel Team can be proud of.

Our Quality Control Plan (QCP) is organized to ensure proper implementation of the plan. Ron Martinez, with the assistance of Ron Nadziejka, will tailor the QCP to meet project requirements, ensure that the plan is implemented, and that each quality control function has been completed and documented. Each team member is individually responsible for and will ensure that:

- They are familiar with the QCP objectives and methods.
- Procedures conform to the Town's requirements.
- Qualified personnel are assigned to each task.
- Checks and back-checks are routinely conducted.
- Interdisciplinary coordination is conducted.
- Proven, state-of-the-art engineering procedures are used.
- All communications, re-designs, and actions are properly documented, and files are current and organized.

One of the key elements in quality control for a project of this type is to ensure active coordination and communication with all project stakeholders and affected outside agencies. We understand that MakPro will perform public outreach on this project. Our team enjoys a great relationship with MakPro.

**Construction Phase:** The Wood/Patel Team will kick-off construction by reviewing the project site conditions and documents with the contractor's construction supervisors, project stakeholders, and Town staff to ensure that the entire team understands the project expectations, schedule and goals. Work-in-place will be monitored by our senior construction inspector Allen Bryan for completeness and compliance to the contract documents and current construction practices.

**Closeout Phase:** Upon completion, the Client Manager, Construction Manager and the inspector will schedule walk-through inspections and issue Notices of Completion to the contractor. Robert Gofonia, P.E. will provide all required contractual documentation to ensure the Town has all items necessary to manage the completed work in the future.

**(e) Cost/Change Order Controls:** Cost control is an integral part of the Construction Management tasks and an integral part of our team's philosophy. Costs are summarized monthly by the contractor and the Wood/Patel Team (contractor's pay apps), reviewed by the Team, approved by the Construction Manager/Resident Engineer, and forwarded on to the Town with recommendations. The pay apps will highlight any variance between budget and actual work done, with recommendations for subsequent action.

**Monitoring Staff, Progress and Budget:** The Wood/Patel Team produces a monthly project status report that tracks the project schedule, expenditures, cash flow, potential delays, and cost increases/decreases (change order work). This allows



**Town of Fountain Hills  
Saguaro Boulevard Reconstruction  
Construction Management Services  
Solicitation No.: DS2015-103**

the Project Team to detect and anticipate potential problems, develop solutions early-on, and communicate them to the stakeholders for quick decision-making and resolution. Change order work will be controlled by time and material (T&M) sheets. If the work can be accomplished using bid line items, then the work will be closely monitored by our inspector. If the work is out of the contractor's scope of work then the extra work can be T&M, cost plus or a negotiated lump sum. The change order work should be classified and/or defined as: Town Initiated Change Order, Error and/or Omission Change Order, or Unforeseen Site Conditions. The change orders (CO) will be tracked by using a CO log that describes and provides the resolution of the CO.

Ron Martinez, P.E. (Construction Manager/Resident Engineer), with his extensive experience and comprehensive project understanding, will review the contractor's requests for payment and balance them against the project's current status and progress. Our past experience has shown us that this approach leads to a significant reduction in project cost disputes with the contractor. If there are cost disputes, our team implements the tenants of partnering to work closely with the contractor and the Town to resolve issues at the lowest possible level while resolving issues as quickly as possible within each organization where a decision needs to be made. This process promotes communication among each of the vested parties, which is essential to avoiding and resolving any disputes.

**(f) RFIs and Shop Drawing Review:** Wood/Patel has established a log system for both RFIs and Shop Drawings. By using this method along with a numbered tracking system, the stakeholders can view the disposition of any RFI and/or Shop Drawing at anytime. RFIs and/or Shop Drawings that are design-based will be electronically sent to the Engineer of Record for review and recommendation. We strive for no more than a five day turn around on all RFIs and Shop Drawings. RFIs and Shop Drawings that are construction based will be reviewed, logged, and resolved within a five-day timespan by the CM. We are very proactive when it comes to RFIs and Shop Drawings.

## **D (2) Alternate Approaches**

**(a) Quality Assurance (Q/A):** Q/A is an approach that the Wood/Patel Team performs on projects. Many times, the CM has access to a geotechnical firm to take random tests to validate the contractor's lab. It was mentioned at the preproposal meeting that the current budget did not provide for Q/A testing. However, it was noted that if the budget (after bid) allowed for this expense, the Town may have a Q/A geotechnical firm to ensure availability.

**(b) Public Outreach:** The public outreach consultant, MakPro, should continue their services, including the project hotline, throughout the project. There is the possibility that the contractor could develop a cost savings and schedule reduction by requesting a closure of one side or the other on Saguaro Boulevard which would also create the need for MakPro to properly communicate the decision to the public.

## **Why Select Wood/Patel?**

Wood/Patel is your best choice for Construction Management services on the Town of Fountain Hills Saguaro Boulevard Reconstruction project. The benefits the Wood/Patel Team brings to the Town of Fountain Hills include:

- ◆ Recent, relevant experience on similar roadway projects.
- ◆ A Project Manager and key staff with over 100 combined years of relevant municipal CM experience.
- ◆ Highly skilled individuals with proven municipal experience who enjoy working together and serving their clients.
- ◆ Our dedication and commitment to best serve the Town of Fountain Hills.



## Town of Fountain Hills

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Request for Statement of Qualifications  
Saguaro Boulevard Reconstruction  
Construction Management Services

Solicitation No.: DS2015-103

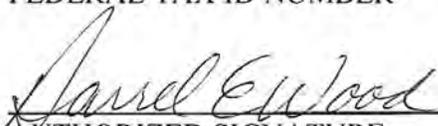
## Vendor Information Form

## Resumes

SECTION A

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.

<u>Wood, Patel and Associates, Inc.</u> VENDOR SUBMITTING SOQ	<u>86-0680091</u> FEDERAL TAX ID NUMBER
<u>Darrel E. Wood, P.E. Senior Vice President</u> PRINTED NAME AND TITLE	<u></u> AUTHORIZED SIGNATURE
<u>2051 W. Northern Avenue, Ste.100</u> ADDRESS	<u>(602) 335-8500</u> <u>(602) 335-8580</u> TELEPHONE      FAX #
<u>Phoenix, AZ 85021</u> CITY      STATE      ZIP	<u>10/22/14</u> DATE
WEB SITE: <u>www.woodpatel.com</u>	E-MAIL ADDRESS: <u>dwood@woodpatel.com</u>

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? No.

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

# DARREL

# WOOD, P.E., R.L.S.

## PROJECT PRINCIPAL

Darrel has 35 years of public works engineering and project management expertise with an emphasis in the design of major transportation and drainage projects. He has extensive successful experience in project management, coordination with town, city, county, and state agencies which adds value to serving clients. Most recently, he served as the principal in charge of significant public roadway-infrastructure projects in the north Phoenix and Scottsdale including; major portions of Scottsdale Road, Mayo Blvd, Princess Drive, Chauncey Lane, Legacy Drive, Williams Drive, Miller Road and Pinnacle Peak Road. Projects also included public water, wastewater and storm drain extensions, numerous culvert crossings and two recent bridge structures serving Rawhide Wash.

### SELECT PROJECT EXPERIENCE

#### MOCKINGBIRD LANE & 56TH STREET IMPROVEMENTS – PARADISE VALLEY, AZ

Wood/Patel designed of the roadway, the existing City of Phoenix waterline system, sanitary sewer upgrades, storm drain improvements, cast-in-place concrete box culvert, grading, and masonry walls. Major features of the project included new asphalt paving on Mockingbird Lane from 52nd Street to 56th Street, curb and gutter, sidewalk and driveway upgrades in all areas. Improvements were constructed in compliance with MAG, the Town of Paradise Valley, the City of Phoenix, and ADA Standards. The scope of services included all field inspection and coordination with the contractor, the Town of Paradise Valley, and all impacted utility companies as needed.

#### LEGACY DRIVE DCR AND FINAL DESIGN, SCOTTSDALE ROAD TO HAYDEN ROAD – SCOTTSDALE, AZ

This project consisted of four miles of roadway improvements which included a DCR and the final design of Legacy Drive from 74th Street to Hayden Road; a DCR for the Loop 101 frontage road from Scottsdale Road to Hayden Road; a feasibility study for Legacy Boulevard from Hayden Road to Pima Road; and a feasibility study from the Loop 101 frontage road from Hayden Road to Pima Road. Our team effectively coordinated with multiple stakeholders and jurisdictions (ADOT and ASLD) on this project.

#### SCOTTSDALE ROAD DCR AND FINAL DESIGN, SCOTTSDALE THOMPSON PEAK ROAD TO PINNACLE PEAK ROAD – SCOTTSDALE, AZ

Comparable to the Sonoran Desert Drive project, Wood/Patel completed a DCR and construction documents for Scottsdale Road from Thompson Peak to Pinnacle Peak Roads. The goal was to widen the roadway from a collector to a major arterial. Extensive coordination with multiple stakeholders (including the City and ASLD) was critical. The project was phased to best match the available funding the City of Scottsdale had in place. Phase I of the project included roadway widening, a bridge structure over Rawhide, and drainage and utility improvements.

#### PINNACLE PEAK ROAD, SCOTTSDALE ROAD TO MILLER ROAD - SCOTTSDALE, AZ

Principal-in-Charge for the design of ½ mile of Pinnacle Peak Road as a four-lane minor arterial roadway with median islands. The project included a new bridge over Rawhide Wash, as well as channel excavation, bank protection, and a drop structure upstream of the bridge. A drainage channel and floodwall along the south side of Pinnacle Peak road were also designed in the east half of the project corridor. The project also involved construction of a two-lane detour roadway around the bridge site, relocation of sewer and water lines around the bridge, and extensive utility relocations on high-pressure gas lines, major trunk telephone, and cable TV lines.

### ADDITIONAL PROJECT EXPERIENCE

- Legacy Drive Final Design - Scottsdale, AZ
- Legacy Drive Feasibility Study, Hayden Road to Pima Road - Scottsdale, AZ
- Legacy Drive Waterline, Hayden Road to Pima Road - Scottsdale, AZ
- Scottsdale Road & Mayo Boulevard Utilities - Phoenix, AZ

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### EDUCATION

- *B.S. Civil Engineering, Arizona State University*
- *Certificate of Surveying, Mohawk Valley Community College*
- *A.A.S. Agricultural Science, SUNY Morrisville Arizona State University, 6.0 Semester Hours, Business Admin.*

### REGISTRATION

- *Professional Engineer, Arizona #13138*
- *Professional Registered Land Surveyor, Arizona #16627*

### AFFILIATIONS

- *American Society of Civil Engineers*
- *Arizona Floodplain Management Association*
- *Valley Partnership*
- *Arizona Consulting Engineers Association*
- *St. Mary's Food Bank Board Member*
- *Arizona State Board of Technical Registration, Past Board Member*

### Total Years of Experience

- 35

### Years at Wood/Patel

- 30

DARREL

WOOD, P.E., R.L.S.

**WOOD/PATEL**  
MISSION: CLIENT SERVICE™

*PROJECT PRINCIPAL*

- SR101 North Freeway Frontage Road DCR, Hayden Road to Scottsdale Road - Scottsdale, AZ
- SR101 North Freeway Frontage Road Feasibility Study, Hayden Road to Pima Road - Scottsdale, AZ
- Williams Drive, Scottsdale Road to Miller Road - Scottsdale, AZ
- Indian Bend Wash - Scottsdale, AZ
- Queen Creek Area Drainage Master Study - Maricopa County, AZ
- 64<sup>th</sup> Street, Cactus Road to Thunderbird Road - Phoenix, AZ
- Pinnacle Peak Road, Scottsdale Road to Miller Road - Scottsdale, AZ

# ROBERT "BOB"

## GOFONIA, P.E., RLS

### CLIENT MANAGER/PROJECT MANAGER

Bob brings 45 years of construction management experience to Wood/Patel's Construction Management Department. Additionally, his 22 years of experience working in the City of Phoenix's Engineering and Street Transportation Departments gives him insight into short and long term concerns faced by public agencies. Bob is exceptionally well versed in estimating and construction scheduling, acting as a bridge between the field and the office.

#### SELECT PROJECT EXPERIENCE

##### 43RD AVENUE SOUTHERN AVENUE TO BASELINE ROAD – PHOENIX, AZ

This project widened 43rd Avenue between Baseline Road and Southern Avenue to a five-lane arterial road. The effort included coordination with the FCDMC to connect storm drain facilities to the basin on 43rd Avenue and Southern Avenue designed as part of the existing Laveen Area Conveyance Channel project. The project required extensive coordination with SRP for tilting/relocating irrigation facilities as well as complex utility design to avoid conflicts with a 114-inch diameter storm drain along 43rd Avenue, a 66-inch diameter sewer line along Southern Avenue, and a 24-inch high pressure El Paso natural gas line.

##### MCDOWELL ROAD COMMERCIAL CORRIDOR – GOODYEAR, AZ

This is the most comprehensive improvement district completed in the State of Arizona. Wood/Patel provided the design and construction inspection and administration (PM/CM) for this \$42 million project. Work elements included major street road widening (which also involved the renovation of an existing RID Canal structure, temporary facilities and coordination with private developers resolving access issues to public roadways), new street construction, water mains, sewer mains, four bridges, a 10-foot x 4-foot box culvert, a linear park, landscaping, and lighting. The improvements also included the redesign of a 16-inch diameter waterline during construction.

##### PM/CM FOR QUEEN CREEK ROAD: VAL VISTA DRIVE TO RWCD AND EMF – GILBERT, AZ

As a part of the project team, Wood/Patel provided Project Management and Construction Management (PM/CM) services to the Town of Gilbert for the construction of improvements to Queen Creek Road from Val Vista Drive to the Roosevelt Water Conservation District (RWCD) Canal and the East Maricopa Floodway (EMF). The improvements consisted of improving the road to minor arterial standards which included four striped lanes (two travel lanes in each direction), median, bike lanes, sidewalk, landscaping and street lighting. The project also included the replacement of the existing bridge deck and widening of the bridge over the RWCD Canal and the EMF.

##### QUEEN CREEK AND PRICE ROAD TRAFFIC INTERSECTION IMPROVEMENTS – CHANDLER, AZ

Wood/Patel provided geometric design services to improve the traffic capacity for the Queen Creek and Price Road intersection in the City of Chandler. Intersection improvements included median modifications to increase left turn lane capacity, utility relocation, lane alignment modifications, the addition of deceleration turn lanes, pavement design, signal design, roadway signage and striping. During the design, the Wood/Patel team recommended that "meandering" sidewalks be used and that right turn lanes be shortened in order to avoid relocating existing utilities in specific areas. These solutions saved the City of Chandler \$30,000 in construction costs.

##### BELL ROAD PAVEMENT REHABILITATION – SURPRISE, AZ

Wood/Patel provided a Design Concept Report (DCR) with detailed pavement testing and evaluation for the 6.5 mile stretch of Bell Road from the Beardsley Canal to Grand Avenue. The DCR indicated that the best scenario for long term life was full depth

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#### EDUCATION

- B.S. Civil Engineering, Polytechnic Institute of Brooklyn
- A.A. Construction, Westchester Community College, NY

#### REGISTRATION

- Professional Engineer, Arizona #11227
- Professional Engineer, California, Nevada, New Jersey, Florida
- Registered Land Surveyor, Arizona #16542

#### AFFILIATIONS

- American Public Works Association
- Construction Management Association of America
- American Concrete Institute

#### Total Years of Experience

- 39

#### Years at Wood/Patel

- 8

**ROBERT "BOB"**

**GOFONIA, P.E., RLS**

**WOOD/PATEL**  
MISSION: CLIENT SERVICE™

*CLIENT MANAGER/PROJECT MANAGER*

pavement removal and replacement. Wood/Patel was then selected to provide final construction documents for this project. The project was phased into 5 sections to meet available funding that the City had available. Phase one construction of the project was completed under budget and ahead of schedule.

**BELL ROAD REHABILITATION – SURPRISE, AZ**

Wood/Patel prepared construction plans and specifications for street, and intersection improvements from Grand Avenue to the Beardsley Canal. Project elements included lane reconstruction in each direction from Grand Avenue to the Loop 303. Also included were intersection improvements at Litchfield and Reems Roads, right turn lanes, bus bays, crosswalks, signing, striping, and utility coordination. Phase 1 construction was completed in the fall of 2007 under budget and ahead of schedule. Phases 2 and 3 along with improvements to the Litchfield and Reems Road intersections were completed in the fall of 2008 under budget and ahead of schedule. The design of Phases 4 and 5 has been completed and is waiting for funding to be completed. The overall project has improved traffic flow, and pedestrian access along the busiest road in Surprise. Given the amount of traffic throughout the year and especially during the holidays and spring training the project construction was coordinated to be completed by certain times of the year. Wood/Patel met all of the design deadlines thus allowing the City to advertise, award and have the project construction completed ahead of these important time frames.

**RAY ROAD & McCLINTOCK DRIVE INTERSECTION IMPROVEMENTS - CHANDLER, AZ**

Wood/Patel was the prime consultant providing final design of the Ray Road and McClintock Drive Intersection Improvement Project. The focus of this project is to improve the safety and function of the intersection. Wood/Patel has currently completed a traffic study and proposed alignment for this project and is continuing with the final design. Responsibilities include project management and coordination, roadway and drainage, traffic study, utility coordination, public involvement, QA/QC, and client contact involving City staff.

**VERRADO HIGH SCHOOL - BUCKEYE, AZ**

Wood/Patel provided engineering services to the Agua Fria School District including preparation a traffic signal warrant analysis for the intersections of Indian School Road/Pioneer Road and Indian School Road/Student Parking Lot Exit. In addition to the traffic services, Wood/Patel also prepared the paving and utility improvement plans for the surrounding backbone infrastructure roadways including Pioneer Road, Park Street, and Indian School Road, as well as a sewage lift station for the developer.

**GREENFIELD ROAD AND CHANDLER HEIGHTS IMPROVEMENT PROJECT – GILBERT, AZ**

Wood/Patel provided full project construction management and civil engineering inspection services to the Town of Gilbert for the Chandler Heights & Greenfield Road Improvements project. This Construction Manager at Risk (CM@R) project includes the complete reconstruction of over three and a half miles of existing roadway along Chandler Heights Road between Rockwell Road and Val Vista Drive; and along Greenfield Road between Chandler Heights Road and Queen Creek Road. The improvements include installation of over one mile of 16" water, one and a half mile of 12" reclaimed water and ¾ mile of 10" sewer. This project also includes the construction of a 1/3 mile long Con-Arch drainage structure, extensive improvements to the RWCD canal crossing and the widening of the existing roadway bridge over the East Maricopa Floodway.

**ADDITIONAL SIMILAR EXPERIENCE**

- Salt River Pima-Maricopa Indian Community – Lehi Cry House – Salt River Bank Protection – *Scottsdale, AZ*
- Yuma Road Bridge Approaches and Interim Roadway Design - *Goodyear, AZ*
- Higley Water Transmission Main / Baseline Sewer - *Gilbert, AZ*
- Bell Road (Beardsley Canal to Grand Avenue) - *Surprise, AZ*
- Queen Creek Road Improvements Project - *Gilbert, AZ*
- Higley Road Water Transmission Mains - *Gilbert, AZ*
- 91st Avenue Improvements - *Glendale, AZ*

RON

**MARTINEZ, P.E.**

*CONSTRUCTION MANAGER / PROJECT ENGINEER*

Ron has more than 35 years of experience in the engineering and construction industry as a project manager, construction engineer, inspector, cost estimator, and design engineer. His unique background includes more than ten years with heavy/civil general contractors, twelve years in the consulting field, and seven years with a Native American community. Ron's skills encompass contract administration, field inspection/quality control, value engineering, right-of-way and utility coordination, public meetings / presentations, cost estimating, and CPM scheduling. Ron is highly experienced in the design-bid-build and CM at Risk project delivery methods.

**SELECT PROJECT EXPERIENCE**

**VAN BUREN STREET IMPROVEMENTS – GOODYEAR, AZ**

Ron was the managing principal for the City's Construction Management consultant on this 2-mile major arterial street improvement project. The work included widening from two lanes to four, plus a continuous left turn lane, a new bridge at Bullard Wash, and new traffic signals at the intersection of Van Buren and Bullard Avenue. Ron was responsible for the staffing, overall project management, and quality of the contract administration and inspection services. This was a \$16.0 million CM@Risk project, which received an annual award from the APWA.

**LINDSAY ROAD - WILLIAMS FIELD ROAD TO RAY ROAD IMPROVEMENTS – GILBERT, AZ**

Ron was the Construction Manager for this project, which involved the widening of over a mile of a major arterial street. The work included the relocation of overhead electric lines and existing irrigation facilities, as well as grading and paving, curb/gutter, sidewalk, street lighting, traffic signals, striping, and signage. Ron's duties included leading progress meetings, reviewing contractor submittals, overseeing inspection and quality assurance activities, and coordination with Town staff and utility owners. Close coordination with SRP Power and SRP Water was required and successfully performed.

**SCALLOPED STREETS – CENTRAL SECTION – GILBERT, AZ**

This project involved widening and improvements of several major arterial streets in areas left unimproved by private developers or by County islands. Ron was the project manager during the design phase and construction manager during the construction phase. His duties included oversight of utility coordination and right of way acquisition activities, preparation of the project Special Conditions, constructability review of plans and specifications, assistance with solicitation and evaluation of construction bids, and supervision of the PM/CM's construction management and inspection staff.

**PECOS AND GERMANN ROADS - BRIDGES AND IMPROVEMENTS – GILBERT, AZ**

This \$12 million CM at Risk project included bridges over the FCDMC East Maricopa Floodway at two locations, plus box culvert crossings on the RWCD irrigation canal, roadway widening, water and sewer line construction, and major drainage features. Ron was the Project Manager for the Town's PM/CM consultant during the construction phase. His duties included working closely with the CM at Risk contractor, providing general supervision of all inspection and field engineering activities. He provided supervision and support to the on-site Construction Manager, Resident Engineer, and Inspector. Ron was closely involved with claims resolution, utility coordination, and R.O.W. acquisition with the various agencies having jurisdiction over the project.

**I-10 FROM 40TH STREET TO US 60 "THE BROADWAY CURVE" FOR THE ARIZONA DEPARTMENT OF TRANSPORTATION**

Ron was the Senior Project Engineer for the general contractor. The project included a

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**EDUCATION**

- *B.S. Civil Engineering. New Mexico State University*
- *University of Phoenix, 9.0 Semester Hours, Business Admin. & Management*
- *Arizona State University, 6.0 Semester Hours, Business Admin.*

**REGISTRATION**

- *Professional Engineer, Arizona #13492*
- *Professional Engineer, New Mexico #15198*

**AFFILIATIONS**

- *American Society of Civil Engineers*

**Total Years of Experience**

- *35*

**Years at Wood/Patel**

- *1*

RON

**MARTINEZ, P.E.**

**WOOD/PATEL**  
MISSION: CLIENT SERVICE™

*CONSTRUCTION MANAGER / PROJECT ENGINEER*

complete reconstruction of the existing freeway with asphalt base course, concrete pavement, new ramps, median barrier, bridge widening, noise walls, signing, lighting, and striping. Ron prepared and maintained the critical path method (CPM) schedule, and coordinated the work of subcontractors and vendors. Duties also included monitoring results of quality control field reports and review of technical submittals and mix designs for compliance with specifications.

**SCOTTSDALE CIVIC CENTER IMPROVEMENTS – SCOTTSDALE, AZ**

Ron was the Assistant Project Manager working for the City's construction management consultant on this multi-faceted project in downtown Scottsdale. Work included reconstruction of ½ mile of Civic Center Blvd. with a depressed section, retaining walls, pre-cast box beam overpass, new parking garage, large diameter storm drain, water features, and landscaping. Duties included scheduling/coordination of contractors, coordination with design consultants for submittals and field changes, coordination of field surveying, materials testing, and inspection personnel. Ron prepared change orders and monthly progress payments, as well as the daily and monthly progress reports to the City.

**DROP 2 CANAL AND RESERVOIR FOR THE U.S. BUREAU OF RECLAMATION – YUMA, AZ**

As a subcontractor to the general contractor, Ron served as the Quality Control Manager on this large irrigation canal and reservoir project west of Yuma, Arizona. The project consisted of a 6.5 mile long concrete-lined canal, twin soil-cement lined storage reservoirs, inlet and outlet structures, double 108-inch siphon pipelines under Interstate 8, and miscellaneous improvements. Duties included scheduling and coordination of testing by the contractor's materials testing lab, review of test reports, maintenance of project files related to the QC testing program, and preparation of daily reports of contractor activities. Ron coordinated and supervised inspection personnel on the jobsite, provided off-site inspections and coordination with suppliers for fabricated materials, and assisted the contractor with development of punch lists for project close-out.

**LINCOLN DRIVE WATER TRANSMISSION MAIN – PHOENIX, AZ**

Ron served as the Resident Project Representative during construction of this high-profile project. Improvements included 3660 LF of 30" diameter water pipe, 3200 LF of 24" diameter water pipe, 900 LF of 16" diameter water pipe, valves, fire hydrants, 30" magnetic flow meter, and all appurtenances. There were many challenges on this project - they included tying the new piping into an active City Booster Pump Station, construction work through active parking lots and major street intersections, excavation through rock conditions, tie-ins to existing large diameter water mains, and restoration of landscaping in a highly sensitive residential area. Ron worked in close coordination with the City's project manager and the design engineering staff throughout all phases of construction, providing construction administration services, oversight of inspection, and timely communication to all members of the project team.

# JERRY

## POLING, N.I.C.E.T., ACI, ATTI

### SENIOR CONSTRUCTION INSPECTOR

Jerry brings more than 35 years of experience in the engineering and construction industry as a project manager, field supervisor, construction inspector, and materials technician. His unique background includes seventeen (17) years with the Arizona Department of Transportation (ADOT), nine years with major material testing firms, and ten years in construction management working for private consultants. Jerry's skills encompass structural inspection for all aspects of concrete structures; laboratory materials testing of concrete, soils, aggregates, and asphalt; interpretation of plans and specifications. Jerry provided construction inspection on a wide variety of projects including large structures, roadways, runways, parking lots, canals, and underground utilities.

#### SELECT PROJECT EXPERIENCE

##### Marana Center - Marana, AZ

Jerry is the senior construction inspector for the construction of the Marana Center in Marana. This is an \$11 million dollar project that includes water, sewer, con-arch construction, roadway construction, traffic signal construction and storm drain work. This project will be completed in four to five months.

##### Oridian Construction Services - Phoenix, AZ

Jerry provided construction inspection on a wide variety of projects including large structures, roadways, runways, parking lots, canals, and underground utilities. Clients included the City of Phoenix, City of Avondale, Phoenix-Mesa Gateway Airport, U.S. Bureau of Reclamation, and the Salt River Pima-Maricopa Indian Community. Prepared daily and weekly reports of construction observations, witnessed contractor testing, reviewed material test reports, assisted with monthly pay application approval, and attended construction progress meetings with contractors, engineers, and owners.

##### HNTB - Wilmington, NC

Jerry was a Consultant Project Manager for the North Carolina Department of Transportation. This assignment was for construction of 11 miles of freeway, U.S. Highway 17, to Jacksonville, NC. Jerry provided oversight and inspection of all contractor work, including supervision of seven materials technicians on the project. Project features included 4 bridges and construction through 3 miles of swamp lands.

##### Arizona Department of Transportation

During his employment with ADOT, Jerry provided inspection for underground utilities, retaining walls, sound walls, concrete and asphalt pavement, and all associated items related to highway construction. He provided structural inspection of bridges, box culverts, lift stations, and pump houses. Bridge inspection included beam placement, rebar placement, bolt & nut placement, grout placement, concrete placement, caisson and pile placement, and post-tension cable placement. Jerry worked on improvement projects for Interstates 17, 10, and 8, Highway 89, and Loops 101, 202, and 303.

#### MAJOR PROJECTS INSPECTED FOR:

- City of Phoenix
- City of Avondale
- Phoenix-Mesa Gateway Airport
- U.S. Bureau of Reclamation
- Salt River Pima-Maricopa Indian Community

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#### EDUCATION

- Associates Degree- University of Denver

#### Total Years of Experience

- 35

#### Years at Wood/Patel

- 1

# ALLAN "AL" BRYAN

**WOOD/PATEL**  
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## SENIOR CONSTRUCTION INSPECTOR

Allan brings 27 years of experience inspecting public works construction, including permitting, water, sewer, grading, storm drain, landscaping, bridges, box culverts and street construction. Between 1982 and 2009, Al was City of Phoenix, Inspector. He inspected a full range of private construction (permits) and public works projects on private property and in the City right-of-way. Al ensured that work complied with MAG specifications and City of Phoenix plans, standards and specifications.

### SELECT PROJECT EXPERIENCE

#### Wickenburg Ranch, Water, Sewer, and Storm Drain Bank Protection – Wickenburg, AZ

Al was the senior construction inspector for this project.

#### Street Light Rehabilitation – Gilbert, AZ

Al is the senior construction inspector on this \$1.8 million project.

#### Rawhide Wash Parcel C Water & Sewer – Scottsdale, AZ

Al was the senior construction inspector on this \$1 million project.

#### Higley Groves Paving Reconstruction – Gilbert, AZ

Al was the senior construction inspector for this project.

CIP and Permit projects with the City of Phoenix for 27 years.

### MAJOR PROJECTS INSPECTED

- 35<sup>th</sup> Avenue Bridge at the Salt River
- 56<sup>th</sup> Street CAP Canal to Mayo Boulevard (included bridges at the CAP canal and Reach 11)
- Mayo Boulevard - Tatum Boulevard to Scottsdale Road
- Greenway Road - 56<sup>th</sup> Street to 64<sup>th</sup> Street
- Union Hills Road - 16<sup>th</sup> Street to Cave Creek Road
- 7<sup>th</sup> Street - Peoria Avenue to Thunderbird Road
- Broadway Road - 24<sup>th</sup> Street to 40<sup>th</sup> Street

### MAJOR WATERLINE PROJECTS INSPECTED

- Baseline Road – 35<sup>th</sup> Avenue to 67<sup>th</sup> Avenue (36" & 24")
- 67<sup>th</sup> Avenue – Broadway Road to Baseline Road. (36" & 48")
- Indian School Rd. – 91<sup>st</sup> Avenue to 107<sup>th</sup> Avenue (12")
- Mayo Blvd. – Tatum Boulevard to 56<sup>th</sup> St. (12")
- 56<sup>th</sup> Street – Mayo Boulevard to CAP (12")
- Cave Creek Road – Mayo Blvd. to Jomax Road. (24" reclaimed water)
- 6" waterline and service replacements at various locations throughout the City of Phoenix

### EDUCATION

- B.S. Environmental Horticulture. Arizona State University

### Total Years of Experience

- 27

### Years at Wood/Patel

- 1



# Sun Engineering, LLC

## Electrical, Mechanical & Plumbing Engineers

600 West Hatcher, Suite 200, Phoenix, AZ. 85021, Phone 602-997-6803, Fax: 602-997-6805

### Principal: Project Manager: Ken Pratt, MBA



Mr. Pratt started Sun Engineering in January 2008. Before starting Sun Engineering, Mr. Pratt was Executive Vice President and the Phoenix branch Office Manager for Dinter Engineering. Ken has over 21 years of engineering experience in design and project management. Ken has been involved with transit, commercial, private and municipal projects throughout the valley.

#### Years:

Sun: 8  
Other firms: 16

#### Certifications:

BPI #: 5013883  
IMSA  
-Traffic Signal  
Lighting  
-Street Lighting

#### Education

MBA – 2001  
BSEE – 1990

One of Mr. Pratt's more recent assignments with Sun Engineering was as Project Manager for the design of the Northern Arizona Cemetery facility in Flagstaff, Arizona. The project involved designing the entire electrical system (lighting & power) and the mechanical & plumbing system as well.

#### Professional Certifications:

Mr. Pratt is a BPI certified Building Analyst Professional (ID#: 5013883).

#### Education:

Southern University, Baton Rouge, La – Bachelor Science Electrical Engineering – 1990  
University of Phoenix, Phoenix, AZ – Master Business Administration – 2001

#### Professional Affiliations:

AMCA Associated Minority Contractor Association  
APWA American Public Works Association  
COMTO Conference of Minority Transportation Officials  
IEEE Institute of Electrical & Electronic Engineers

#### Comparative Projects:

- **Downtown Phoenix Public Market**, Phoenix, Arizona: Project Manager, provide new electrical meter/power service pedestal, electrical connections to misting pumps and irrigation controls, power outlets and site lighting with time clock controls. Contact: Cindy Gentry – 602.493.5231. The project was completed in 2008 and the construction cost for the project was \$70,000.00
- **Phoenix Sky Train**, Phoenix, Arizona: Project Manager, provided construction documents showing single line diagram, service entrance equipment locations, panel board schedules, building interior / exterior and emergency lighting. Provided parking lot lighting design by doing photo metrics and lighting calculations. Contact: Jay Dewitt, City of Phoenix Aviation Department, 602-469-6366. The project was completed in 2010 and the construction cost for the project was \$850 million.
- **McDowell Road Commercial Corridor**, Goodyear, Arizona: Project Manager to provide lighting for pedestrian trail that runs under two bridges and through wash basin, lighting for Kids' Lot (playground), contact: Bob Gofonia – 602.335.8500. The project was completed in 2009 and the construction cost for the project was 15 million.

Sun Engineering Proprietary



# Sun Engineering, LLC

## Electrical, Mechanical & Plumbing Engineers

600 West Hatcher, Suite 200, Phoenix, AZ. 85021, Phone 602-997-6803, Fax: 602-997-6805

### Principal: Chief Electrical Engineer: Tom Moll, PE



Mr. Moll is the Chief Electrical Engineer and manager of the Electrical Department for Sun Engineering. He has designed all types of electrical systems including high, medium and low voltage applications, street lighting, traffic signals, security, telephone, local area network (LAN), fiber optics, information display, and fire alarm systems, power distribution, building electrical systems, and roadway and interior lighting. Mr. Moll's experience includes design of overall electrical systems for high, medium, and low voltage distribution as well as power generating systems, electrical calculations for the support of the electrical designs for electrical Projects.

#### Years:

Sun: 8  
Other firms: 23

#### Registration

AZ PE No.33902

#### IMSA

-Traffic Signal  
Lighting  
-Street Lighting

#### Education

BSEE – 1975

#### Professional License:

Mr. Moll is professionally registered as an electrical engineer in a number of states, including Arizona.

#### Education:

Pennsylvania State University, Pittsburg, Pennsylvania – Bachelor Science Electrical Engineering – 1975

#### Professional Affiliations:

IEEE Institute of Electrical & Electronic Engineers  
APWA American Public Works Association

#### Comparative Projects:

- **23<sup>rd</sup> Ave & Belmont Road Street Lighting**, Phoenix, Arizona: Electrical Engineer responsible for working with the designer to determine the light pole locations, load calculations and stamping all of the drawings.  
Contact: Edmir Dzudza, AIA – 602.569.1067. The project was completed in 2012 and the construction cost for the project was \$100,000.00
- **Greenway Plaza**, Phoenix, Arizona: Electrical Engineer responsible for the electrical design of several buildings and the associated street lighting and traffic signals in the plaza.
- **City of El Mirage Street Lighting Project**, El Mirage, Arizona: Electrical Engineer responsible for working with designer to determine pole locations, helped to perform photo metrics and load calculations. Also, verified and stamped all drawings. Contact: Carnell Thurman – 602.695.1713. The project was completed in 2009 and the construction cost for the project was 15 million

**TOWN OF FOUNTAIN HILLS  
ACKNOWLEDGMENT OF ADDENDA RECEIVED  
INVITATION FOR BIDS**

**SAGUARO BOULEVARD RECONSTRUCTION**

**(DS2015-102)**

**Addendum No. 1**

Wood, Patel and Associates, Inc., affirms that ADDENDUM No. 1 has been  
(Name of Vendor/Designee)  
received and that the information contained in ADDENDUM No. 1 has been incorporated in  
formulating the Vendor's Offer.

Signed

Robert D. Gofonia, P.E., R.L.S.

Print Name

Vice President, Construction Management Division

Title

Wood, Patel and Associates, Inc.

Company Name

2051 West Northern Avenue, Suite 100

Address

Phoenix, AZ 85021

City, State, Zip Code

Date

October 22, 2014

END OF ADDENDUM No. 1



# WOOD/PATEL

MISSION: CLIENT SERVICE™

2051 West Northern Avenue, Suite 100  
Phoenix, Arizona 85021  
(602) 335-8500 | (602) 335-8580 fax  
[www.woodpatel.com](http://www.woodpatel.com)

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
WOOD, PATEL & ASSOCIATES, INC.

[Scope of Work]

See following pages.

## **SCOPE OF WORK**

### Saguaro Boulevard Reconstruction Construction Management Services DS2015-103

#### 1. Project Description.

The Saguaro Boulevard reconstruction project generally consists of roadway reconstruction, drainage improvements, traffic signal improvements, signage and striping, landscaping and other miscellaneous work as required.

#### 2. Construction Phase.

##### 2.1 Project Management.

A. On-Site Management and Construction Phase Communication Procedures. Consultant shall provide and maintain a management team on the Project site to provide construction/ contract administration, to be the Town's representative, and to establish and implement coordination and communication procedures among Consultant, the Town, the design architect/engineer ("A/E") and the Town's selected construction contractor ("Construction Contractor"). Construction observations for the Project shall be performed by Consultant personnel with sufficient expertise to determine whether the construction is proceeding in accordance with the construction contract documents included or incorporated in the Town's Invitation for Bids for the Project ("Contract Documents"). Construction observations shall be under the direct supervision of an engineer(s) registered in the State of Arizona and qualified to perform this work. Consultant shall comply with and have sufficient trained personnel to meet the construction schedule and man-hour requirements.

B. Construction Administration Procedures. Consultant, with input from the A/E, shall establish and implement procedures for: expediting and processing requests for information ("RFIs"); and review and approval of shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, material and equipment substitution requests and payment requests. Consultant shall establish and maintain logs for tracking all relevant information related to the above. Consultant shall maintain daily job reports and submit to the Town on a weekly basis. As the Town's representative at the construction site, Consultant shall be the party to whom RFIs, submittals, schedule adjustments, substitution requests, test results, change order requests and payment applications shall be submitted. Consultant shall process the requests and forward them to the Fountain Hills Development Services Director with a recommendation for approval or denial. After approval or denial, Consultant shall notify the Construction Contractor of the Development Services Director's decision.

C. Construction Inspection and Observation. Consultant shall establish and implement a program to observe and monitor the quality of the construction to ensure the Project is completed per the Contract Documents. The purpose of the program shall be to identify

defects and deficiency in the work of the Construction Contractor. While Consultant shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the Construction Contractor in the performance of its contract, 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, from time to time, issue work directives or field orders that consist of minor changes in the work not involving an adjustment in the contract sum or the contract time, but which are consistent with the overall intent of the Contract Documents. Consultant is authorized to reject work and transmit to the Town and Construction Contractor a notice of nonconforming work when 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. In the event the Construction Contractor fails to correct deficient work, Consultant shall issue a stop work order on behalf of the Town until such deficiencies are corrected. No action taken by Consultant shall relieve the Construction Contractor from its obligation to perform its work in strict conformity with the Contract Documents and in strict conformity with all applicable laws, rules and regulations.

D. Design Changes. Any decision or action related to the design or engineering of the Project shall be referred to the A/E for action. No change in the design documents shall be made without written approval of the A/E and the Town.

E. Project Site Meetings. Consultant shall conduct weekly coordination meetings at the Project site with the Construction Contractor, the Town's designated representative and the A/E (if provided for in the Agreement between the Town and the A/E) and/or other stakeholders as needed. Consultant shall record, transcribe and distribute minutes to all attendees, the Town and the A/E.

F. Construction Quality Assurance (Testing). Technical or special inspections required in the Contract Documents per the Town's adopted codes, and testing provided by the Construction Contractor, the A/E or others shall be monitored by Consultant. 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 responsible for providing the test results to the Construction Contractor and to the Town. In the event of a failed test, re-testing will be performed as directed in the Contract Documents. Consultant shall also collect all material delivery tickets. All test results and material tickets shall be compiled and delivered to the Town in electronic format at the end of the Project, as required in Subsection 3.1(B) below.

G. Review of Requests for Changes to the Contract Time and Price. Consultant shall review with the A/E the contents of requests for changes to the contract work, time or price submitted by a contractor, assemble information concerning the request to determine the cause of the requests and make written 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 Agreement between the Town and Construction Contractor shall be only by change orders or contract amendments executed by the Town.

H. Record Drawings, Operation and Maintenance Materials. As required by the Contract Documents, Consultant shall receive from the Construction Contractor red-line construction record drawings, operation and maintenance manuals, warranties and guarantees for materials and equipment installed on the Project, and review such documents for completeness and submit documents to the Town. Upon verification of the red-line construction record drawings for correctness, Consultant shall transmit same to the A/E for preparation of the as-built drawings. Upon return of the as-built drawings to the Consultant from the A/E, Consultant's engineer shall be the responsible engineer(s) for purposes of certifying the as-built drawings. "Certifying the as-built drawings" means the as-built drawings will be signed, sealed and dated by engineer(s) registered in the State of Arizona in his field of competence. Each plan sheet in the set shall be marked "As-Built". In addition, if the Project requires certification by Maricopa County Environmental Services Department or the Arizona Department of Environmental Quality, Consultant shall provide such certification.

I. Substantial and Final Completion. In consultation with the A/E and the Town's inspectors (when applicable), Consultant shall review the Construction Contractor's written requests for substantial completion and final completion and shall recommend to the Town when the Project and the Construction Contractor's work has achieved substantial and final completion as defined in the Construction Documents. Consultant shall, prior to issuing a Certificate of Substantial Completion, compile a list of incomplete work or work that does not conform to the Contract Documents (punch-list items) based on his observations and input from the A/E and the Town's inspectors (when applicable). This list shall be attached to the Certificate of Substantial Completion. The Certificate of Final Completion shall not be issued until the incomplete work has been completed and the Town is ready to accept the Project. Consultant shall issue the Certificate of Substantial Completion and Certification of Final Completion to the Construction Contractor.

J. Project Close-out.

1. Within five days of the receipt of Construction Contractor's written request for a punch list, Consultant shall perform an inspection for the purpose of creating a punch list.

2. Consultant shall notify Construction Contractor in writing of any deficiencies to be remedied prior to final acceptance by written punch-list. Final acceptance shall not be given until the punch-list items are completed in accordance with the Contract Documents. No one is authorized to amend the Contract Documents by use of the punch list, which is solely for the benefit of Construction Contractor to enable him to determine what items must be corrected before final acceptance will be recommended by the Consultant.

3. Upon completion of the deficient work, Construction Contractor may request a punch list inspection. If Consultant determines that all work has been completed, Consultant shall recommend in writing to the Town that final acceptance of the entire work be made as of the date of Consultant's final inspection.

4. Simultaneously with Construction Contractor's request for final payment, Construction Contractor is required to submit the following items to Consultant: (A) red-line construction record drawings; (B) warranties; (C) three sets of documentation covering the operation and maintenance of the mechanical and electrical installation and all other equipment required to be furnished with such manuals; (D) other items required by the Contract Documents. No recommendation shall be made for final acceptance until these items have been received and are complete.

K. Final Payment. Consultant shall provide to the Town a written recommendation regarding final payment to the Construction Contractor. A final change order, if applicable, shall be prepared by the Construction Contractor, reviewed and approved by the Consultant, with a written recommendation for approval by the Town. Consultant's recommendation for final payment shall take into account the contract sum, as adjusted by any change orders, amounts already paid, and sums to be retained for incomplete work, liquidated damages, and for any other cause under the Contract Documents. Consultant shall prepare a statement of final inspection, stating that the work has been given a final inspection, that Construction Contractor has submitted the required documents, setting forth with detail any deviations in the work as completed, and estimating the cost of correction of such deviations. Consultant's statement shall be transmitted to the Town along with Construction Contractor's request for final payment. Consultant shall provide a copy of the statement of final inspection and Consultant's estimate of the sum due to Construction Contractor.

## 2.2 Time Management.

A. Construction Contractor's Construction Schedule. Consultant shall review the Construction Contractor's resource loaded Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Document and that it establishes completion dates that comply with the requirements of the Contract Documents.

B. Construction Schedule Reports. Consultant shall, on a monthly basis and at the time of Construction Contractor's pay application, review the progress of construction, shall evaluate the percentage complete of each construction activity as indicated in the Construction Contractor's resource loaded Construction Schedule and shall review such percentages with the Construction 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 Construction 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 Construction Contractor.

C. Consultant Review of Time Extension Requests. Prior to the issuance of change orders, Consultant shall advise the Town as to the effect Construction Contractor's requests for time extensions will have on the Master Schedule.

D. Recovery Schedules. Where Construction Schedule delays are encountered, Consultant shall request a recovery schedule in writing from the Construction

Contractor and review the recovery schedule for compliance with the Contract Documents. Any delays that may affect the Master Schedule shall be reported to the Town in writing.

### 2.3 Cost Management.

A. Change Order Control. Consultant, with input from the A/E, shall establish and implement a change order control system that is consistent with the Contract Documents. All proposed change orders shall first be described in detail by Consultant, with the assistance of the A/E when necessary, in a request for a proposal to the Construction Contractor, and shall be accompanied by technical drawings and specifications prepared by the A/E, when required. All change orders shall be classified into one of three categories: “Town Initiated Change Order”, “Error and/or Omission Change Order”, and “Unforeseen Conditions Change Order”. Change order dollar amounts shall be traced by these three categories. At the end of construction, a Final Change Order Report will be prepared identifying each change order, its classification, and amount. Total amounts for each classification shall also be reported. The Construction Contractor shall submit to 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 Construction Contractor and determine the Construction Contractor’s basis of the cost and time impacts of performing the work. Consultant shall make recommendations to the Town on acceptability of the change in the work, 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 into the Construction Contractor’s Schedule. No change in the design shall be made without written approval of the A/E. No change order shall be approved without the written approval of the Town.

B. Change Order Pricing and Verification. If a Change Order provides for an adjustment to the contract sum, the cost of the change in the work shall be made as prescribed in the Contract Documents.

1. Where a unit price is contained in the Bid Schedule and agreed to by Consultant and Construction Contractor, or when a unit price or lump sum is mutually agreed upon for the change in the work, the Consultant shall make recommendation to the Town. A Change Order shall be executed by the Town and Construction Contractor, prior to proceeding with the change in the work, unless an emergency situation exists.

2. Where a change in work is to be performed on a cost-plus basis, an estimate of the work shall be prepared by the Construction Contractor and reviewed by Consultant. With the Town approval, and based on recommendation from Consultant, Consultant’s Project Representative shall direct the Construction Contractor, in writing, to proceed with the change in the work.

3. In addition to receiving the required information from the Construction Contractor documenting time, materials, equipment, and sub-contractors employed to complete the change of work, Consultant shall personally monitor and record work effort involved in the change of work. Consultant and Construction

Contractor shall confer on a daily basis, and come to a mutual agreement on the time, materials, equipment, and sub-contractors' cost that day. As stipulated in the Contract Documents, final cost of the change in the work shall be reflected and formalized in a Change Order, signed by both the Town and Construction Contractor.

4. Should negotiations break down between Consultant and Construction Contractor over the cost of the change in the work, Consultant, with the Town approval, shall be authorized to seek bids and have the work performed by another contractor.

C. Progress Payments. Consultant shall review the payment applications submitted by the Construction Contractor and determine whether the amount requested reflects the progress of the Construction 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, percent work complete, percent payments made, retainage and actual amounts owed for the current period. 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 Construction Contractor's application for payment, that: (1) the work has progressed to the point indicated; (2) to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to (a) an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, (b) the results of any subsequent tests required by or performed under the Contract Documents, (c) minor deviations from the Contract Documents correctable prior to completion, and (d) any specific qualifications stated in the application for payment; (3) red-line construction record drawings are up to date; and (4) the Construction Contractor is entitled to payment in the amount certified.

#### 2.4 Management Information System.

A. Project Cost Reports. Consultant shall prepare and distribute monthly Project Cost Reports during the Construction Phase. The Reports shall specify actual Project and construction costs compared to the Town-approved Project and Construction Budget.

B. Project and Construction Budget Revision. Consultant shall make recommendations to the Town on the impact of construction changes that may result in revision to the Project and Construction Budget.

C. Cash Flow Reports. Consultant shall prepare and distribute Cash Flow Reports in a format provided by the Town on a monthly basis during the Design and Construction Phases. The Reports shall specify actual cash flow as compared to projected cash flow for the Consultant, the A/E and the Construction Contractor. The projected cash flow data shall not be changed during the project without written approval from the Town. If more than one CIP Project is included in the Work under this contract, a separate cash flow report shall be prepared for each project.

D. Progress Payment Reports. Consultant shall prepare and distribute the Progress Payment Reports to the Town. The Reports shall state the total construction contract price, payment to date, current payment requested, retainage, percent work complete, percent payments made and actual amounts owed this period by project number for each project included within the contract. A portion of this Report shall be a Certificate of Payment that shall be signed by Consultant, and delivered to the Town for use by the Town in making payments to the Construction Contractor.

E. Change Order Reports. Consultant shall monthly prepare and distribute Change Order Reports during the construction phase. The Report shall list all the Town-approved change orders by number, a brief description of the change order work, the cost established in the change order time impacts, if any, and percent of completion of the change order work.

F. Construction Contractor's Safety Program Report. Consultant shall verify that a copy of Construction Contractor's safety program is available at the job site, as required in the Contract Documents, and shall include a copy of the Construction Contractor's weekly safety meeting agenda as an attachment to the weekly construction meeting minutes. Consultant shall not be responsible for or have any liability in whole or in part for Construction Contractor implementation of or compliance with contractor safety programs and safety laws, regulations, etc., nor shall Consultant be responsible for the adequacy, or completeness, of contractor safety programs or the Construction Contractor's compliance and performance thereof. Consultant has no responsibility for review of safety programs; however, if Consultant observes a violation of the Construction Contractor's safety program or witnesses any potentially unsafe condition, he shall immediately notify the Construction Contractor and the Town's representative of the potential violation/condition and if the violation/condition is not immediately cured, the Consultant shall issue a stop work order until the violation/condition is cured.

### 3. Post-Construction Phase.

#### 3.1 Project Management.

A. Record Documents. Consultant shall coordinate and expedite submittals of information from the Construction Contractor for as-built record drawings and specification preparation and shall coordinate and expedite the transmittal of Record Documents to the Town. Consultant shall certify the as-built record drawings as required under this Agreement.

B. Testing and Material Tickets. Consultant shall compile all testing results and material tickets in electronic format and submit to the Town.

C. Organize and Index Operation Maintenance Materials. Prior to the Final Completion of the Project, Consultant shall compile and verify completeness of manufacturers' operations and maintenance manuals, warranties and guarantees as received from the Construction Contractor, and submit such documents to the Town.

D. Warranty Inspection. Consultant shall notify the Town's Development Services Director, who will appoint a staff member to jointly perform a warranty inspection with Consultant 10 months after final acceptance.

3.2 Cost Management. Consultant shall continue to provide services related to Change Orders, as required, during the Post-Construction Phase.

3.3 Management Information Systems.

A. Close-Out Reports. At the conclusion of the Project, Consultant shall prepare final Project Cost and closeout reports. All of the Project information and documents shall be delivered to the Town upon completion of the Project. Following is a list of items to be included with the close-out package:

1. Copy of Certificate of Substantial Completion with a copy of the punch list itemizing incomplete or deficient items.
2. Copy of Certificate of Final Completion.
3. Copy of final change order, if required, prior to submitting final pay applications.
4. Final pay application with Affidavit for the Settlement of Claims, Record Drawings, Warranties, Operations and Maintenance Manuals and other items as required by the special conditions and/or Contract Documents.
5. 8 1/2" x 11" drawings showing the actual locations of landscape controllers and electric services, if applicable.

B. Close-Out Meeting. At the conclusion of the Project, Consultant shall participate in a Project close-out meeting with the Town staff and the A/E to evaluate the process used on the Project and the results obtained and to discuss how the process might be improved for the next project. Consultant shall provide meeting minutes from close-out meeting.

4. Consultant's Project Management Key Personnel.

- 4.1 Principal in Charge:
- 4.2 Project Manager/Resident Engineer:
- 4.3 Construction Inspector:
- 4.4 Others:

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
WOOD, PATEL & ASSOCIATES, INC.

[Fee Proposal]

See following pages.

DATE: 12/1/14  
 FIRM: Wood / Patel & Associates, Inc.  
 PROJECT: **Saguaro Boulevard Reconstruction - S6010 & T5011**  
**Town of Fountain Hills**

CONTRACT NO.:  
 PROJECT NO.:

New Contract   X  

**COST PROPOSAL SUMMARY - Const. Management Services**

**ESTIMATED DIRECT LABOR**

Classification	Estimated Manhours	Rate	Labor Costs
PM / Client Manager	320	\$155.00	49,600
Resident Engineer	838	\$125.00	104,750
Project Engineer	0	\$110.00	0
Senior Inspector	1580	\$95.00	150,100
Inspector	0	\$90.00	0
Administrative Asst.	160	\$75.00	12,000
<b>Total</b>	<b>2898</b>		
<b>Total Estimated Labor</b>			<b>\$ 316,450.00</b>

**SUBCONSULTANT SERVICES**

To be performed on a Time and Materials basis, not-to-exceed

Alpha Geotechnical & Materials, Inc. - QA Materials Sampling and Testing	10,000.00
Sun Engineering - Traffic Signal & Electrical Services	12,750.00
MakPro Services - Public Outreach / Information	5,000.00
<b>Sub-Total Subconsultant Services</b>	<b>\$ 27,750.00</b>

**MISCELLANEOUS ALLOWANCES**

Reimbursable Expenses	LS @ 1000	1,000.00
Nighttime work / 2nd Inspector	LS @ 20000	20,000.00
One month additional Wood/Patel labor/services	LS @ 34000	34,000.00
<b>Sub-Total Misc. Allowances</b>		<b>\$ 55,000.00</b>

**TOTAL ESTIMATED COST TO OWNER**

Estimated Labor	\$ 316,450.00
Subconsultant Services	\$ 27,750.00
Miscellaneous Allowances	\$ 55,000.00
<b>TOTAL ESTIMATED FEE</b>	<b>\$ 399,200.00</b>
Total Estimated Fee, S6010 =	\$374,245.00
Total Estimated Fee, T5011 =	\$24,955.00

FIRM: Wood / Patel & Associates, Inc. CONTRACT NO.:  
PROJECT: **Saguaro Boulevard Reconstruction - S6010 & T5011** PROJECT NO.:  
**Town of Fountain Hills**  
Construction Management Services New Contract  X   
DATE: 12/1/14 Change Order      No.    

**ESTIMATED MANHOURS**

PHASE	PM / Client Manager	RESIDENT ENGINEER	PROJECT ENGINEER	SENIOR INSPECTOR	INSPECTOR	Admin Asst.	TOTAL HOURS
<b>1.0 Pre-Construction Services</b>	8					6	14
1.1 Pre-con client coordination		6					6
1.2 Conduct / attend pre-construction conference		8		4			12
1.3 Prepare / distribute pre-con meeting minutes		4					4
1.4 CA & Inspection Start-up coordination		20		12			32
1.5 Review schedule & pre-construction submittals		20					20
							0
<b>2.0 Construction Administration Services</b>	200					114	314
2.1 Construction Progress Meetings		156					156
2.2 Prepare / Distribute Meeting Minutes		120					120
2.3 Submittals - Review & Process		80					80
2.4 RFIs - Review & Process		60					60
2.5 General Contract Administration		314					314
							0
<b>3.0 Construction Inspection Services</b>	104					24	128
3.1 Attend Progress Meetings				80			80
3.2 Schedule & Monitor QA/QC testing services				156			156
3.3 Review / approve pay quantities				42			42
3.4 Review of Extra Work & C.O. requests				24			24
3.5 General Inspection / Observation				1224			1224
							0
<b>4.0 Project Close-Out Services</b>	8					16	24
4.1 Conduct pre-final inspection & punch list		16		16			32
4.2 Review O&M documents & warranties		8		4			12
4.3 Review / approve contractor "as-builts" dwgs.		12		8			20
4.4 Conduct final inspection		8		8			16
4.5 Review final payment application		6		2			8
							0
							0
							0
							0
							0
<b>TOTALS</b>	320	838	0	1580	0	160	2898

2898

@            @            @            @            @            @  
\$155.00    \$125.00    \$110.00    \$95.00    \$90.00    \$75.00

**Assumptions:**

- 1) Construction time is 270 calendar days (39 weeks)
- 2) Quality Control (QC) materials testing services to be provided by Contractor
- 3) QA materials testing provided by Wood/Patel sub-consultant

DATE: 12/1/14 CONTRACT NO.:  
 FIRM: Wood / Patel & Associates, Inc. PROJECT NO.:  
 PROJECT: **Saguaro Blvd and Palisades Blvd Traffic Signal Improvements - T5011**  
**Town of Fountain Hills**

New Contract   X  

**COST PROPOSAL SUMMARY - Const. Management Services**

**ESTIMATED DIRECT LABOR**

Classification	Estimated Manhours	Rate	Labor Costs
PM / Client Manager	6	\$155.00	930
Resident Engineer	27	\$125.00	3,375
Project Engineer	0	\$110.00	0
Senior Inspector	73	\$95.00	6,935
Inspector	0	\$90.00	0
Administrative Asst.	7	\$75.00	525
<b>Total</b>	<b>113</b>		
<b>Total Estimated Labor</b>			<b>\$ 11,765.00</b>

**SUBCONSULTANT SERVICES**

To be performed on a Time and Materials basis, not-to-exceed

Alpha Geotechnical & Materials, Inc. - QA Materials Sampling and Testing	750.00
Sun Engineering - Traffic Signal & Electrical Services	12,000.00
MakPro Services - Public Outreach / Information	440.00
<b>Sub-Total Subconsultant Services</b>	<b>\$ 13,190.00</b>

**MISCELLANEOUS ALLOWANCES**

Reimbursable Expenses	LS @	n/a
Nighttime work / 2nd Inspector	LS @	n/a
One month additional Wood/Patel labor/services	LS @	n/a
<b>Sub-Total Misc. Allowances</b>		<b>\$ 0.00</b>

**TOTAL ESTIMATED COST TO OWNER**

Estimated Labor	\$ 11,765.00
Subconsultant Services	\$ 13,190.00
Miscellaneous Allowances	\$ 0.00
<b>TOTAL ESTIMATED FEE</b>	<b>\$ 24,955.00</b>