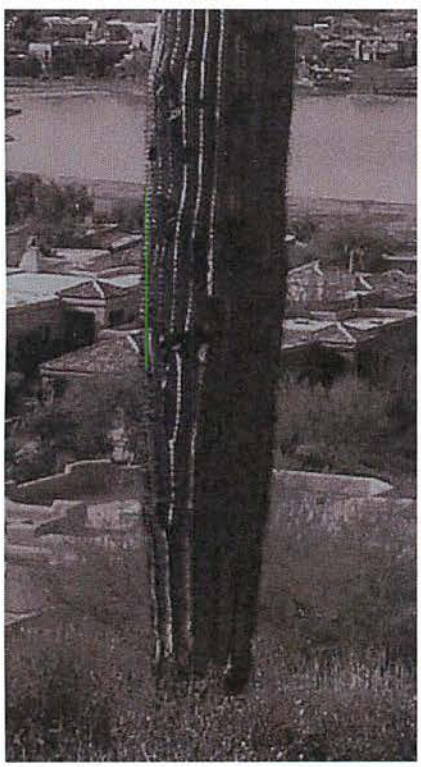
PROPOSAL

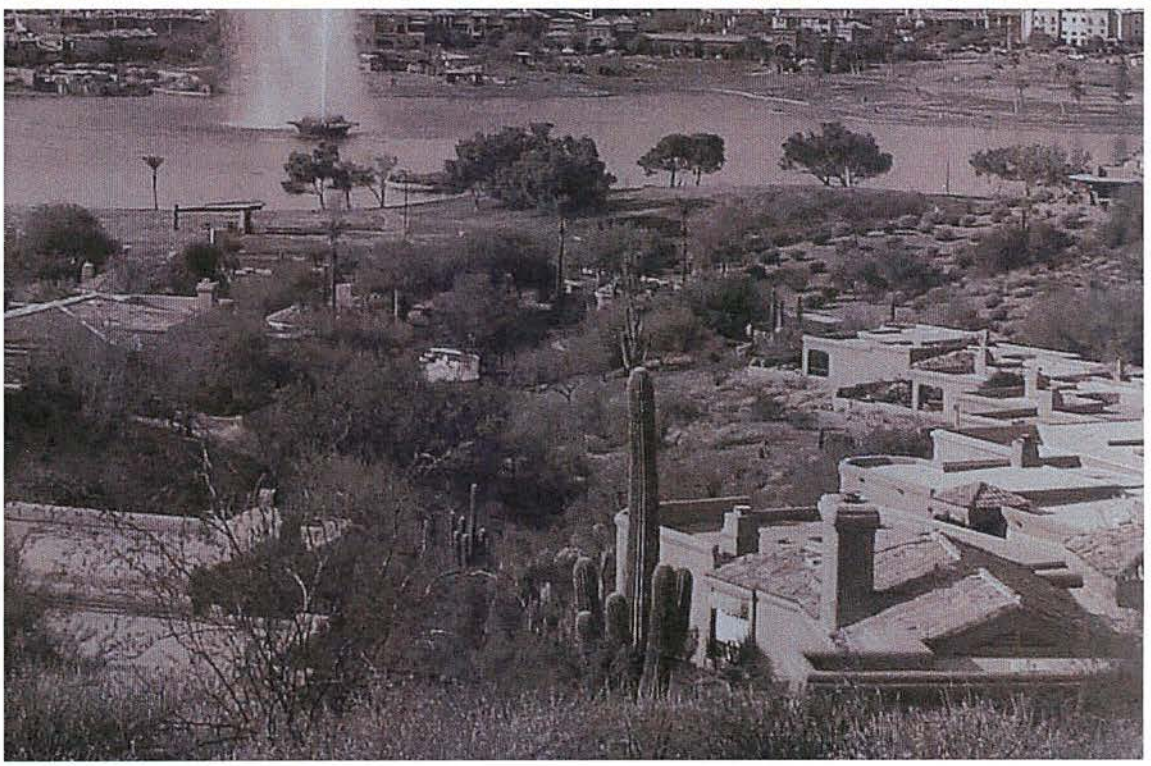
TOWN OF FOUNTAIN HILLS

Town-Wide Municipal Wayfinding Sign Program

RFP DS2018-01

November 13, 2017





Hunt 25 North Mentor Avenue, Pasadena, CA 91106 626.793.7847

HUNT DESIGN

C2018-041

Hunt
25 North Mentor Avenue
Pasadena, CA 91106
626.793.7847

HUNT DESIGN

October 30, 2017

To: Town of Fountain Hills, Arizona

Subject: Professional Services for a Wayfinding Study – Town of Fountain Hills

Hunt Design is pleased to submit this proposal to plan and design a wayfinding program for Fountain Hills. For over twenty-five years Hunt Design has programmed, designed state-of-the-art signage projects for civic clients, including over forty city directional sign and/or gateway projects in six states as well as multiple assignments for The Walt Disney Company and operators of major attractions. We help cities of all sizes welcome and direct visitors and express identity through creative signage and graphics, including Santa Barbara, Monterey, Pasadena, Newport Beach, Laguna Hills and San Juan Capistrano and others.

Hunt Design is a California S Corporation owned and operated equally by three partners and has been in continuous operation since 1977. We have a permanent staff of fourteen planners, designers and technicians. Wayfinding and environmental graphics are our specialties—in fact, that is all we do.

We understand the scope of work. The needs of Fountain Hills parallel those of most of our client cities: plan, design, document and help implement a brand-driven wayfinding sign program, all with the input and participation of the Town, key stakeholders and the public. And, all within the environmental, architectural and cultural context of Fountain Hills.

We know cities and towns. Because Hunt Design works frequently with and for city governments, Downtowns and C&BVs, we are familiar with often daunting stakeholder, public review and council approval processes. Excellent civic design and implementation requires a unique kind of consensus building and communication; among our strengths are our meeting and diplomacy skills—we work well with committees, stakeholders and the public. All of our many city sign projects have been processed, guided and ultimately approved by such groups.

Relationships are Important. Hunt Design has long-term multiple project relationships with many clients: City of Pasadena, twenty years; City of Redondo Beach, ten years; National Park Service, eight years.

Why Hunt Design? We love our work; we love great places and great cities; our clients usually love us. We work hard to help cities communicate effectively with residents and visitors to improve visitor experiences and build civic brands. We commit firm Principals Wayne Hunt and Jennifer Bressler to Fountain Hills.

Respectfully submitted,

Wayne Hunt, Founding Principal
Hunt Design Associates, Inc. 25 North Mentor Avenue, Pasadena, CA 91106, 626 793-7847
E: wayne@huntdesign.com

B. Firm Experience – Hunt Design and Civic Wayfinding

Hunt Design is a graphic design consulting firm specializing in signage and environmental graphics programs for cities, public spaces, theme parks, retail projects, entertainment centers and multi-use developments. Our services include identity development, signage master planning, concept consultation, programming, schematic design, design development, documentation and implementation supervision. Incorporated under the same name since 1990, the firm is owned and managed by three active partners and features a full-time staff of fourteen and has been located in Pasadena, California since 1983.

Hunt Design is the recipient of numerous awards and has consistently been selected for publication of outstanding projects. Hunt principals are frequently sought after for speaking engagements on signage, environmental graphics and wayfinding. In bookstores are three books by Wayne Hunt, including *Environmental Graphics: Process & Projects.*

Hunt Design is a national leader in the planning and design of environmental graphics and is one of the largest environmental graphics firms in the western U.S. Our diverse clients and projects take us all over the country and around the world—we have current assignments in eight states. In 2005 Hunt Design completed the immense and award-winning downtown Los Angeles program, LA Walks, thought to be the largest unique city sign program in the U.S.

Origins of Urban Wayfinding and Hunt Design
In 1984 the City of Pasadena engaged Hunt Design for designs for the historic district, Old Pasadena. What emerged is one of the first urban wayfinding projects anywhere. This seminal project set the standards, methodology, processes and technology for hundreds of similar projects around the US. Since then, projects with and for cities and urban environments have become the specialty of the firm. Hunt Design is a leader in this now fast-growing city-specific discipline and we have been engaged for over forty city wayfinding projects, evolving our approach and wayfinding strategies along the way.

We have continuous wayfinding-related work with cities and active direct contracts with the California cities of Pasadena, Glendale, Santa Barbara, Monterey, Palo Alto and Laguna Niguel. In other US states we have worked with Juneau, Alaska; Goodyear, Arizona; Wichita, Kansas and currently Idaho Falls, Idaho. We understand how cities function and how the public accesses and uses streets, bikeways and sidewalks. We know well the city government and the public design process.

We believe that free public places have the same needs and opportunities as paid destinations. Cities and their districts should have a sense of continuity, design and spirit, as does a place one pays fifty dollars to enter. Things should be easy to find; unintended places should be discovered; visitors should feel at ease and comfortable. Good wayfinding signage makes a city look organized, confident

and inviting; it invites circulation, both in car, on foot, and by bicycle and fosters longer stays and encourages stronger hotel and retail sales.

A partial list of Hunt Design city wayfinding projects from the last ten years:

Pasadena, California – Citywide
Pasadena Playhouse District
Santa Barbara, California (current)
Santa Cruz, California, (current)
Idaho Falls, Idaho (current)
Westwood Village, Los Angeles
Monterey, California (current)
San Juan Capistrano, California – Downtown
Goodyear, Arizona – Gateways
Juneau, Alaska – Downtown
Burbank, California – Downtown
Claremont, California – Citywide
Redondo Beach – Identity, Wayfinding, Interpretive Signage, Parks and Beaches
Walnut Creek, California – Citywide
Newport Beach, California – Citywide
Space Coast, Florida – Brevard County
Big Bear Lake, California – Citywide
Sonoma County, California (recently selected)
Sacramento, California – Central City
Downtown Los Angeles Walks – 13 Districts (with Corbin)
Laguna Hills, California – Citywide
Glendale, California Citywide
Long Beach, California
Rancho Cucamonga, California
Brea, California – Downtown Identity, Signage and Graphics
Laguna Niguel, California – Gateway District (current)

Private Sector and other Visitor Environments Wayfinding
One unique Hunt Design quality is our long history of planning and designing wayfinding for well-known commercial destinations—we apply lessons learned in ticketed environments to the free public realm. Some examples:

The Walt Disney Company – over twenty signage assignments over twenty years
National Park Service – over seven assignments, including Statue of Liberty, National Mall
Greenfield Village, Dearborn, Michigan
Golden Gate Bridge
Museum of Science & Industry, Chicago
Hollywood Bowl, Los Angeles
Golden Gate National Recreation Area, San Francisco
Jefferson Arch, St. Louis (National Park Service)
Rose Bowl, Pasadena, California
Alcatraz, *San Francisco, California*

Arizona Knowledge

As frequent out-of-state consultants, we accept our responsibility to learn, work with and respond to local and state guidelines. With current wayfinding-related projects in six US states, Hunt Design is very familiar with FHWA signage standards and guidelines, including MUTCD Section 2D.50 Community Wayfinding Signs. Fountain Hills is subject to ADOT, similar to the federal standards. On our gateway project in Goodyear we successfully worked with all of the appropriate government agencies.

We also understand the dense, competitive Maricopa County area and the need to establish a civic presence and image. Regional identity is often dominated by the freeways running through an area, not by the cities and towns themselves. Our wayfinding work in the dense mature urban areas of San Francisco Bay and Los Angeles and Orange counties has helped us learn how to help and work with individual suburban cities.

References

Please contact any of these current and recent Hunt Design city and civic clients for comments on our creativity, service and professionalism. And our ability to successfully interact with the public, stakeholders, commissions and city government to get designs approved and built.

City of Santa Barbara
Citywide wayfinding, 2016 – present (final installation underway)
Teri Green, Public Works Department of Transportation
1221 Anacapa Street
Santa Barbara, CA 93101
805.564.5656 x4604 / TGreen@SantaBarbaraCA.gov

City of Monterey
Citywide wayfinding, 2016 – present (final construction drawings underway)
Andrea Renny, Associate Civil Engineer
Plants and Public Works Department
580 Pacific Street
Monterey CA 93940
831.646.3705 / renny@monterey.org

City of Idaho Falls
Citywide wayfinding, 2015 – current (installed; final punch list)
Greg A. Weitzel, Director, Parks and Recreation Division
502 Memorial Drive
Idaho Falls, ID 83405
208.612.8482 / GWeitzel@idahofallsidaho.gov

Pasadena Playhouse District BID
District wayfinding; civic banners; multiple assignments 1991 – present
Brian Wallace, Executive Director
709 E Colorado Blvd #160
Pasadena, CA 91101
626.744.0340 / Brian@playhousedistrict.org

Westwood Village Business Improvement Association
District wayfinding, 2014 – 2015
Andrew Thomas, Executive Director
10880 Wilshire Boulevard. Suite 117
Los Angeles, CA 90024
310.470.1812/ andrew@westwoodvillagedistrict.com

Urban Place Consulting Group
Multiple city projects, 2001 -- present
Steve Gibson, Project Director
5318 E. 2nd Street #336
Long Beach, CA 90803
562-243-3389 / steve@urbanplaceconsulting.com

City of Redondo Beach
Citywide wayfinding; gateways; branding; historic interpretation 2008 – present
Brad Lindahl, Manager
Planning Department
415 Diamond Street
Redondo Beach, CA 90277
310.372.1171 x 2286 / brad.lindahl@redondo.org

Golden Gate National Parks Conservancy, Multiple projects since 2004
Catherine Barner, Director of Park Projects
Building 201, Fort Mason
San Francisco, CA 94123
415.561.3030 x 2264 / Cathie@ParksConservancy.org

C. Hunt Design Fountain Hills Team and Management Plan

We offer Fountain Hills a principal-based design team that has worked together in combination on over twenty-five city wayfinding programs. Each person brings unique skills and experience to civic wayfinding. Principal Jennifer Bressler will lead the project, direct the design effort by designers Emily Morishita and Steve Hernandez. Technical Director Dinnis Lee will direct technical details and design intent drawings. Wayne Hunt will provide overall wayfinding strategy and creative input. Other Hunt Design design and technical staff will support the key team as needed and appropriate.

Hunt Design Fountain Hills Team

JENNIFER BRESSLER, *Principal*	**PROJECT LEAD**
WAYNE HUNT, *Founding Principal*	**OVERALL WAYFINDING STRATEGY AND CREATIVE INPUT**
EMILY MORISHITA, *Designer*	**PROJECT DESIGNERS**
STEVE HERNANDEZ, *Designer*	
DINNIS LEE, *Technical Director*	**DIRECTOR OF TECHNICAL DETAILS AND DESIGN INTENT DRAWINGS**

D. Work Proposal and Approach

For cities to appear on the map of the 21st century, they need to focus on how they communicate and how to trade on their unique qualities. Successful cities will connect people, movement and places efficiently; they will be engaging and empowering, welcoming and easily understood.

What is Fountain Hills? How do I know I'm there? How is it different from Scottsdale and other Maricopa cities? What are the unique and important areas and destinations? Can I walk to and between places? Where should I park? What is the local history? What about bicycle paths and trails? Establishing a unique and appropriate identity and a sense of welcome and access is not easy, but a proprietary signage program can make a substantial difference—an understandable town is a welcoming town. Each and every sign is the voice of the City and collectively, signs are the true interface between visitors and residents and a city's rich and varied assets.

What we know about Fountain Hills
It will be our job to learn a lot about Fountain Hills. Here's what we know so far about the likely wayfinding challenges:

- No conventional street grids
- Non-centralized destinations
- An organic suburban feel
- Generally wide sweeping streets
- Long vistas
- No uniform center points
- Non-centralized parking

However, looking in from afar, Fountain Hills may share some planning and urban design qualities with our South Orange County client cities of Laguna Hills and Laguna Niguel: upscale, flowing landscapes, sophisticated, resident-focused. Not overly tourist-based, but designed to welcome, inform and direct visitors. Wayfinding projects improve not only the city image but contribute to overall quality of life.

Scope of Services and Methodology
The scope of work is clearly stated in the RFP, so for brevity we do not repeat it herein. However, we do note recommended deviations or minimal changes reflecting the Hunt Design approach we've found to be successful in other cities.

TASK ONE – Assessment

Addition 1.1: We will help develop a preliminary list of wayfinding destinations – vehicular and pedestrian – drawing from cultural, historic, recreational and even commercial places.

Addition 1.2: We will identify different user groups and any specific wayfinding needs including accessibility, first-time visitors and seniors.

Addition 1.3: We will evolve a wayfinding logic and strategy, including sign types, wording approach, names and potential technology opportunities.

L. We will prepare at least three distinct conceptual design directions. We will explore visual form for each sign type. Included will be studies of size, scale, typeface, color, material, sequence, and relationship to architecture, landscape and streetscape elements. We will consider historic, contextual and environmental qualities in the design process.

M. The sign location map will be preliminary, with refinement and details to evolve in later tasks.

N. For these meetings we will create scale models of at least two design directions.

Task One Work Products:
- *Evaluation of existing conditions*
- *Preliminary destination lists*
- *Fountain Hills wayfinding strategy statement*
- *Visual presentations of concept designs*
- *Scale models*
- *Task One report*

TASK TWO – Program Design and Development

Addition 2.1: If requested, assist in procurement of selected full-size mock-ups for review.

2.2 J. Final cost estimate will be prepared in Task Three, when design intent drawings are available for estimators.

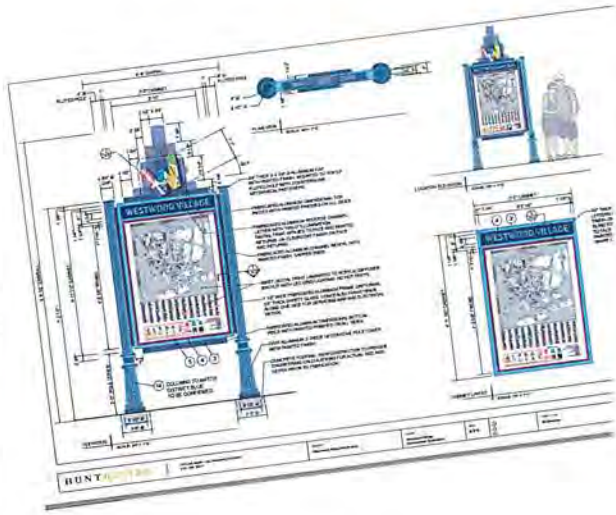
Task Two Work Products:
- *Refined destinations lists*
- *Refined sign location plans*
- *Visual presentations of developed designs*
- *Preliminary cost estimate*
- *Task Two report*

TASK THREE – Program Deliverables

Addition: If requested we will assist in preparation and demonstration of selected full-size mock-ups for agency review.

Task Three Work Products:

- *Design intent drawings*
- *Sign location plans*
- *Sign messages and wording*
- *Specifications*
- *Refined cost estimate*
- *Task Three report*



TASK FIVE – Contractor Selection

Addition 5.1: We will respond to questions from bidders/sign contractors.

Addition 5.2: We will assist in reviewing bids from sign contractors for adherence to scope.

Addition 5.2: We will review and advise on suggested alternates by bidders.

Task Five Work Products:

- *Written response to bidder questions*
- *Task Five report*

TASK SIX – Fabrication Oversight

Task Six Work Products:

- *Vendor punch lists*

Project Management
Unlike architectural construction projects, wayfinding sign programs are not difficult to manage. The project tasks are clear with objective sub-tasks and easily monitored by Hunt project staff. Each task has a summary report for consensus review with the Town. For tracking sign locations and sign messages we use Sign Agent Pro, strong data-driven software that allows simultaneous revision of sign wording on multiple documents. Signs are organized by category in groups such as vehicular, pedestrian and bicycle, and each sign has a unique sign number tying into the category, message and location.

The real management skill in city wayfinding is managing the client and the public process—keeping the review and decision process on track and moving forward, not stalled or backward at each meeting and juncture. A quick check-in with any of our city clients will validate that this is an area in which Hunt Design excels.

Program Opportunities
One opportunity we frequently see is to extend the visual language of the signage design into related media, such as event and temporary signage and visitor maps that can be adopted by hotels and town destinations. The biggest challenge in civic work is always gracefully achieving consensus on aesthetics. For us, the designers, one challenge is balancing the disciplined needs of function (especially for drivers) with a desire for a handsome and appropriate look.

Community Engagement
Hunt Design is especially skilled at this often-unpredictable process—we have led and facilitated over one hundred public meetings, charrettes, reviews and open houses. We know how to engage even the most recalcitrant stakeholders and members of the public.

Alternate Approaches
Based upon the articulate RFP, we think the Town has the right approach. The tasks, sequence and detail parallels what have seen in successful city wayfinding projects.

E. Project Schedule

Following is a realistic project schedule. With commitment and cooperation from the City and stakeholders, the final Task 3 work can be completed and 'award-ready' within six months of notice to proceed. Note that we are often ahead of scheduled dates, and the overall schedule can lag due to city/agency agenda and scheduling issues. It is critical for success that the project have a city 'champion' to keep it moving through the process. Momentum, enthusiasm and commitment by all parties are key.

Task One – Assessment	January 26
Task Two – Program Design and Development	February 23
Task Three – Program Deliverables	April 13
Task Five – Contractor Selection	May 25
Task Six – Fabrication Oversight	to be determined based upon City procurement

Additional Information about Hunt Design

Wayfinding Projects Do Not Have to be Difficult
Designing and implementing a city sign program is not rocket science; it is a delicate balance of creativity, diplomacy and simple persistence. At Hunt Design we are creative, diplomatic and we hang in there until the job is done.

Hunt Design Work Environment and Culture

We are fortunate to work in a historic building in colorful downtown Pasadena; we can look out the windows and see our own work—the new banner program for energetic Pasadena Playhouse District and around the corner, our Pasadena wayfinding signs. Hunt Design is an open studio format, fostering communication and collaboration among all staff, not just those assigned to any one project. People like to work here; we have almost no staff turnover and boast at least six employees sporting ten-year pins (if we had pins).

Let us close with:
- We love cities, towns and downtowns.
- We believe in the importance of the public realm.
- We know city politics—councils, DBAs, BIDs, stakeholders, arts groups, chambers and the good people that speak up in every public meeting.

And, finally, we would love to work in Fountain Hills!

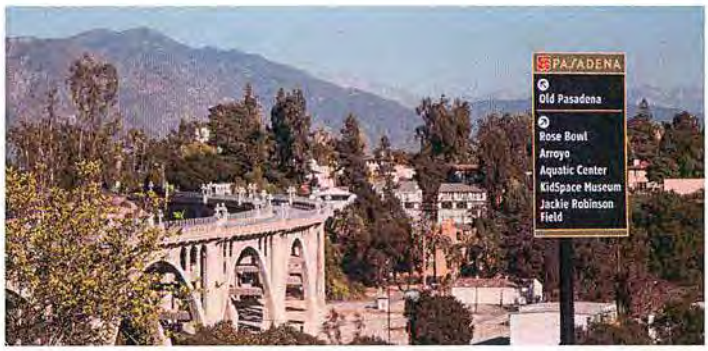
NOTE: Hunt Design has had no contract terminated in the last five years. This proposal shall be valid and irrevocable for 90 days after the Proposal Due Date and Time.

Jennifer Bressler, Principal

Ms. Bressler joined Hunt Design in 1995 and has project managed and designed over one hundred signage and graphics projects including Top of the World Visitor Center at the New York World Trade Center, Sears Tower Skydeck and streetscape projects for the cities of Redondo Beach, Oxnard, Wichita and Pasadena. She has degrees from the University of Wisconsin-Madison and Art Center College of Design and is a past national board member of the Society for Experiential Graphic Design. Her personal experience includes teaching at Art Center College of Design and UCLA Extension. In 2002 she was named partner in the firm. Since 2006 she has been in charge of the firm's many projects for Golden Gate National Recreation Area and the National Parks of New York Harbor, including the Statue of Liberty. Her city wayfinding experience includes Santa Barbara (current), Santa Cruz (current); Redondo Beach (multiple projects), Inglewood, Santa Monica Parks, Wichita, Westwood, Rancho Cucamonga and Goodyear (Arizona). *Ms. Bressler is known for unbridled enthusiasm, problem solving and long client relationships.*

Wayne Hunt, Founding Principal

Mr. Hunt is a nationally recognized designer of environmental graphics and directs the firm in the design and implementation of identity, signage and environmental graphics programs for public spaces and gathering places. Mr. Hunt is past national president of the Society for Environmental Graphic Designer and was selected as the 2004 Fellow. He has written or edited three books on environmental graphics and wayfinding. Mr. Hunt has led or co-managed city projects including Los Angeles Walks, Laguna Hills, Oxnard, Newport Beach, Old Pasadena, Redondo Beach, Juneau, Long Beach, Fontana, Pasadena Playhouse District, Inglewood, Wichita, Sacramento and others. *Mr. Hunt is known for diplomacy, unique project vision and 'getting it approved.'*



Emily Morishita, Designer

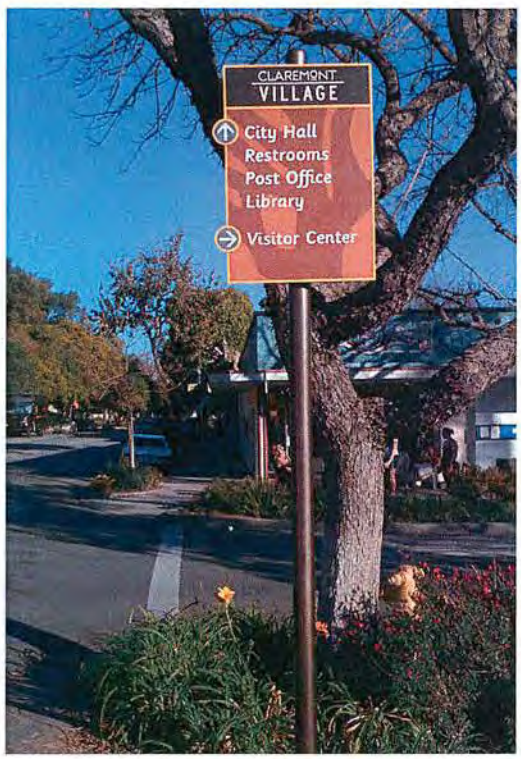
Ms. Morishita came to Hunt Design from Los Angeles County Metropolitan Transportation Authority (Metro) where she played an important role in the planning and design of signage for the region's extensive rail and bus system. Previously she was an exhibition designer at The J. Paul Getty Museum, designing for their permanent collection, rotating exhibitions, and education initiatives. She led the design team for the Pacific Standard Time exhibition. At Hunt Design Ms. Morishita has been the lead designer on the signage master plan for San Francisco Bay's Treasure Island and headed up planning and design on the Houston Memorial Park Master Sign Plan. Other current and recent assignments include San Diego Zoo, LAX Central Terminal Area pedestrian sign plan, City of Palo Alto parking signage strategy and wayfinding (current) and City of Monterey wayfinding (current).
Ms. Morishita is known for functional but elegant systems design.

Steve Hernandez, Designer

Mr. Hernandez joined Hunt Design in 1990 and has contributed to and worked on over one hundred signage projects, including San Diego Zoo, San Diego Safari Park, Santa Ana Zoo, Shanghai Disneyland, Euro Disneyland-France, Kennedy Space Center, MGM Grand Las Vegas, Paris Las Vegas, Discovery World-Taiwan, and Hong Kong Disneyland. His personal experience includes numerous projects with Walt Disney Imagineering, W.E.T. Design and designing products for the giftware industry. Mr. Hernandez's city wayfinding experience includes Palo Alto, Walnut Creek, Rancho Cucamonga, Redondo Beach, Oxnard, Pasadena and others. *Mr. Hernandez is known for multi-discipline, anything is possible design.*

Dinnis Lee, Technical Director CAD

With over thirty years of experience in the development and production of environmental graphics, Mr. Lee has worked with such firms as Ampersand Contract Signing Group, Sanchez/Kamps Associates, Gensler Associates, Donahue Schriber and the Irvine Company. Since joining Hunt Design in 1992, he has made major technical contributions to such projects as Wichita, Los Angeles Walks, Oxnard, Newport Beach, Redondo Beach, Fontana, Pasadena Playhouse District, Inglewood, Sacramento and others. *Mr. Lee is known for solving difficult technical problems in the studio and in the field.*



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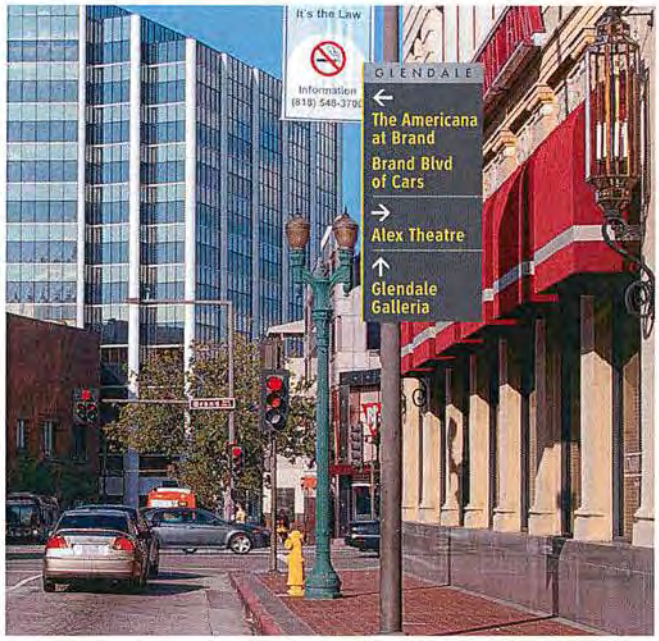
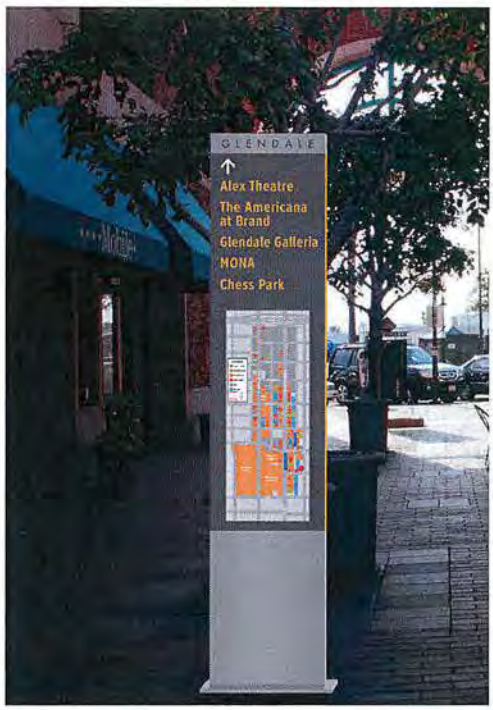
CLAREMONT VILLAGE WAYFINDING

CLAREMONT, CALIFORNIA

Directional sign system for a historic downtown
- design themes based on local architecture
- enhanced map directory





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GLENDALE WAYFINDING

GLENDALE, CALIFORNIA

Directional sign system for a city of 200,000 in Los Angeles County
- directs visitors to civic landmarks and shopping destinations
- cleans up sign clutter by replacing existing mismatched signs
- focus on public parking destinations
- map kiosks provide detailed neighborhood information to pedestrians

Hunt

GOODYEAR MONUMENTS

GOODYEAR, ARIZONA

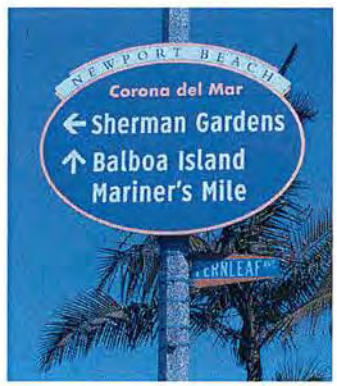
Three final design options for entrance monument to the City of Goodyear
- vertical signage supports the city's mission to be a progressive, master plan community with strong public art and cultural amenities
- horizontal directions explore telling the story of the mountains, the sun and the river

Hunt

LAGUNA HILLS WAYFINDING

LAGUNA HILLS, CALIFORNIA

Directional sign system for an affluent city in South Orange County
- helps visitors find civic landmarks and shopping destinations
- layered panels give the city a unique visual identity
- consists of 7 medians signs and 42 vehicular directional signs



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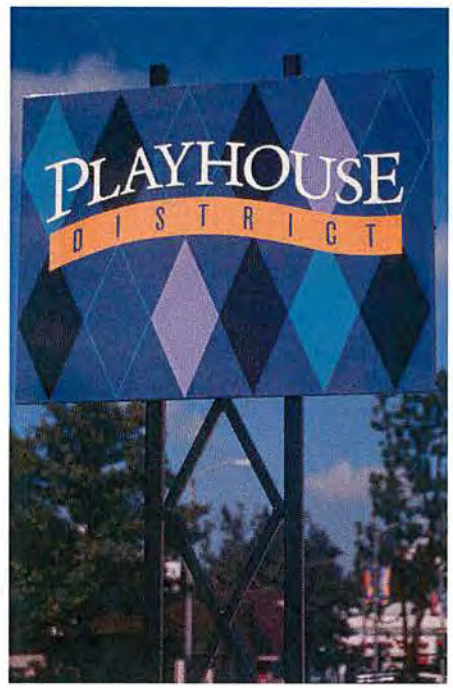
NEWPORT BEACH

NEWPORT BEACH, CALIFORNIA

Wayfinding and gateway program for the 36 square mile area of Newport Beach
- identifies and directs visitors to six districts within the city limits
- includes vehicular wayfinding signs, gateway monuments, and the district identification signs
- incorporates sign removal plan to eliminate visual clutter



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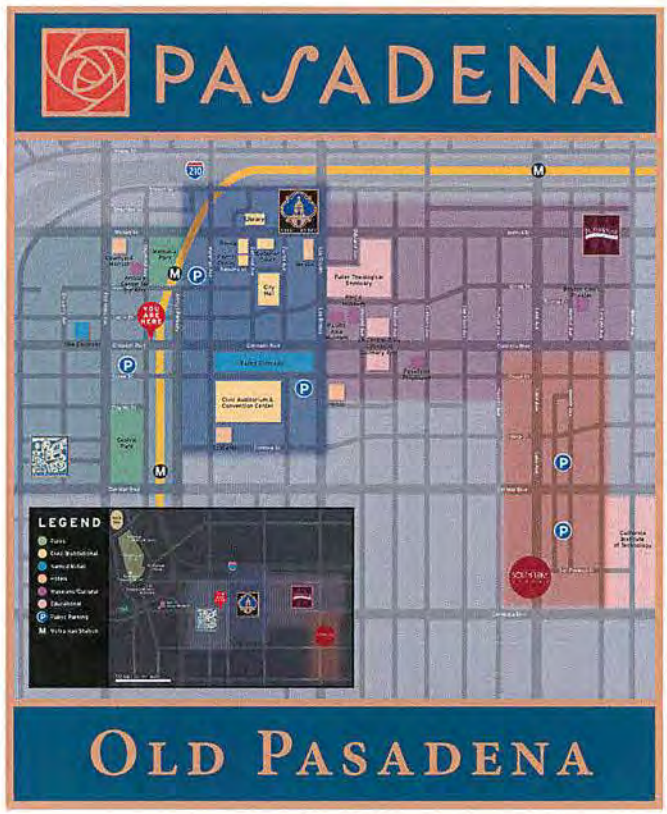
PLAYHOUSE DISTRICT

PASADENA, CALIFORNIA

Festive graphics as part of a public streetscape program
- banners delineate street
- program included gateways, off-site signage and parking directionals



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PASADENA WAYFINDING

PASADENA, CALIFORNIA

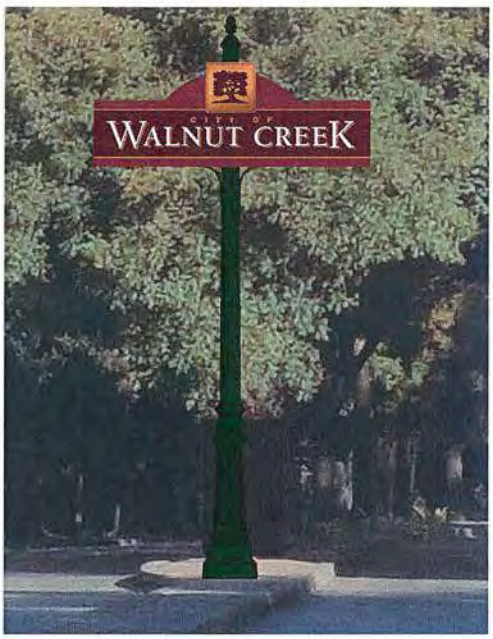
Directional sign system for the City of Pasadena, a four district city
- helps visitors find civic landmarks, public transportation and cultural destinations
- unique color system to differentiate the four districts
- includes both vehicular and pedestrian signage

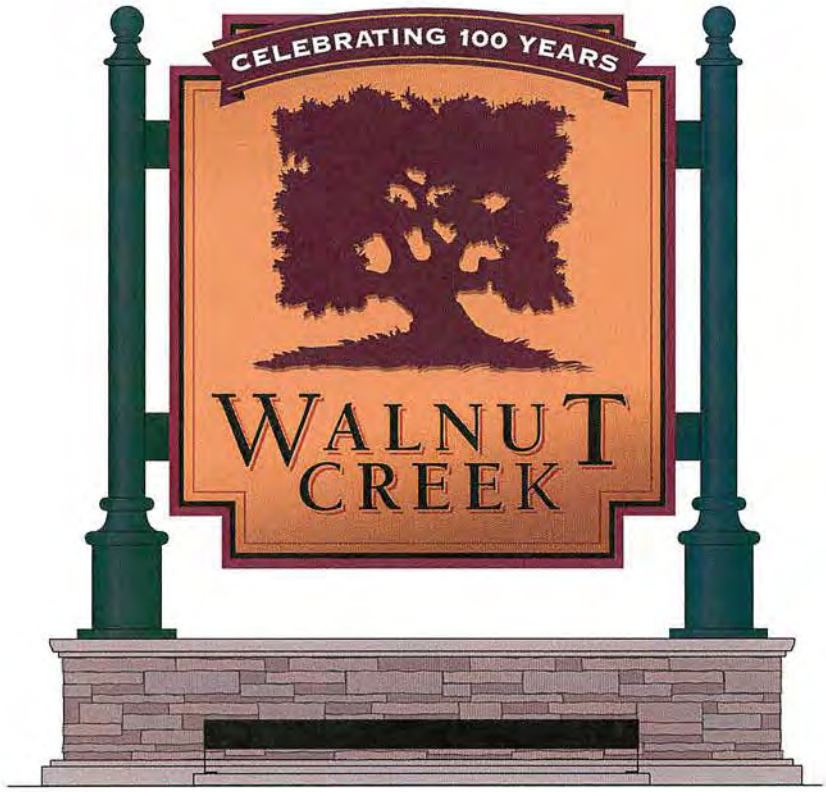
Hunt

RANCHO CUCAMONGA WAYFINDING

RANCHO CUCAMONGA, CALIFORNIA

Directional sign system for a distinct city in San Bernardino County
- helps visitors find civic landmarks and shopping destinations
- Rancho Cucamonga's grape logo reinforces city's brand throught the city
- consists of 8 median signs and over 100 vehicular directional signs





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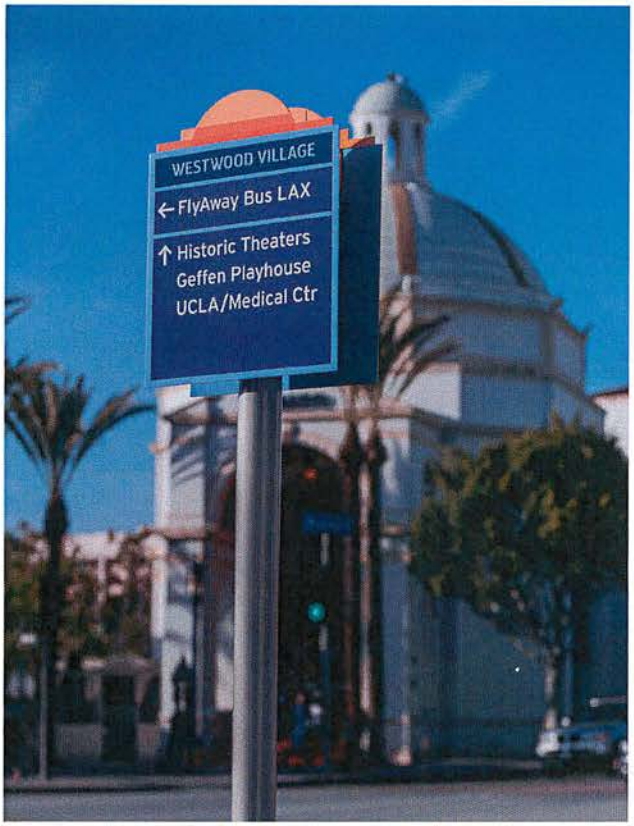
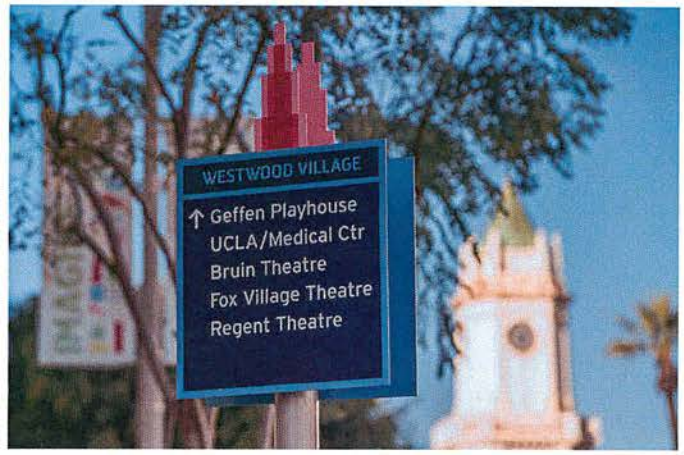
WALNUT CREEK WAYFINDING

WALNUT CREEK, CALIFORNIA

Citywide wayfinding program for the City of Walnut Creek
- helps visitors find civic landmarks, public transportation and parking
- includes vehicular, pedestrian and bicycle signage





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WESTWOOD VILLAGE WAYFINDING

LOS ANGELES, CALIFORNIA

Integrated signage project for lively area of Los Angeles
- developed with the local business improvement district
- extensive stakeholder participation
- authorized by Los Angeles Department of Transportation

IV. VENDOR INFORMATION FORM

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

Hunt Design Associates, Inc.
VENDOR SUBMITTING PROPOSAL

95-4583068
FEDERAL TAX ID NUMBER

T. Wayne, Principal
PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

25 N. Mentor Avenue
ADDRESS

626.793.7847 626.793.2549
TELEPHONE FAX #

Pasadena, CA 91106-1709
CITY STATE ZIP

10-27-2017
DATE

WEB SITE: huntdesign.com

E-MAIL ADDRESS: wayne@huntdesign.com

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

__X__ Small Business Enterprise (SBE) Certified by State of California
_____ Minority Business Enterprise (MBE)
_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)

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

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

TOWN OF FOUNTAIN HILLS ACKNOWLEDGMENT OF ADDENDA RECEIVED REQUEST FOR PROPOSALS

TOWN-WIDE WAYFINDING SIGN PROGRAM

Addendum No. 1

Hunt Design 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 Proposal.

Signed _____, October 27, 2017 XXXXX
Date

T. Wayne Hunt
Print Name

Principal
Title

Hunt Design
Company Name

25 N. Mentor Avenue
Address

Pasadena, CA 91106-1709p
City, State, Zip Code

END OF ADDENDUM No. 1

TOWN OF FOUNTAIN HILLS ACKNOWLEDGMENT OF ADDENDA RECEIVED REQUEST FOR PROPOSALS

TOWN-WIDE WAYFINDING SIGN PROGRAM

Addendum No. 2

Hunt Design Associates, Inc., affirms that ADDENDUM No. 2 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 2 has been incorporated in formulating the Vendor's Proposal.

Signed, Date October 31, 2017

T. Wayne Hunt
Print Name

Principal
Title

Hunt Design
Company Name

25 N. Mentor Avenue
Address

Pasadena, CA 91106-1709
City, State, Zip Code

END OF ADDENDUM No. 2

TOWN OF FOUNTAIN HILLS ACKNOWLEDGMENT OF ADDENDA RECEIVED REQUEST FOR PROPOSALS

TOWN-WIDE WAYFINDING SIGN PROGRAM

Addendum No. 3

Hunt Design Associates, Inc., affirms that ADDENDUM No. 3 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 3 has been incorporated in formulating the Vendor's Proposal.

Signed _____, Date October 31, 2017

T. Wayne Hunt
Print Name

Principal
Title

Hunt Design
Company Name

25 N. Mentor Avenue
Address

Pasadena, CA 91106-1709
City, State, Zip Code

END OF ADDENDUM No. 3

TOWN OF FOUNTAIN HILLS ACKNOWLEDGMENT OF ADDENDA RECEIVED REQUEST FOR PROPOSALS

TOWN-WIDE WAYFINDING SIGN PROGRAM

Addendum No. 4

Hunt Design Associates, Inc.
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 4 has been incorporated in formulating the Vendor's Proposal.

Signed _____, November 2, 2017
Date

T. Wayne Hunt
Print Name

Principal
Title

Hunt Design
Company Name

25 N. Mentor Avenue
Address

Pasadena, CA 91106-1709
City, State, Zip Code

END OF ADDENDUM No. 4

POST IN A CONSPICUOUS PLACE

Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, AZ 85268
(480) 816-5100

Account ID: 5409

License Number
7266

BUSINESS LICENSE
THIS LICENSE EXPIRES 10/31/2018

Business Name: HUNT DESIGN ASSOCIATES, INC. DBA HUNT DESIGN
Mailing Address: 25 N MENTOR AVE
PASADENA CA 91106

Physical Address: 25 NORTH MENTOR AVE
PASADENA CA 91106

Nature of Business: GRAPHIC DESIGN CONSULTANT

Date Issued: November 01, 2017

Craig Rudolphy
Finance Director

Total Paid: 50.00

In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. **This License is NON-Transferable**

The portion below is for your records. Detach and file.

COPY ONLY

RECEIPT Please retain for your records	**Town of Fountain Hills** 16705 East Avenue of the Fountains Fountain Hills, AZ 85268 (480) 816-5100 **BUSINESS LICENSE** **THIS LICENSE EXPIRES 10/31/2018**	**Account ID: 5409** License Number 7266

Business Name: HUNT DESIGN ASSOCIATES, INC. DBA HUNT DESIGN
Mailing Address: 25 N MENTOR AVE
PASADENA CA 91106

Physical Address: 25 NORTH MENTOR AVE
PASADENA CA 91106

Nature of Business: GRAPHIC DESIGN CONSULTANT

Date Issued: November 01, 2017

Craig Rudolphy
Finance Director

Total Paid: 50.00

In accordance with Town of Fountain Hills, Arizona Town Code, Chapter 8 as added or amended, the person or firm is hereby authorized to conduct business in the Town of Fountain Hill. **This License is NON-Transferable**

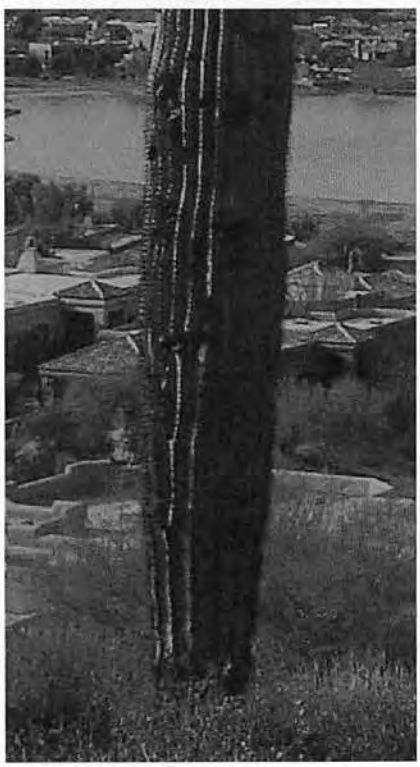
FEE PROPOSAL

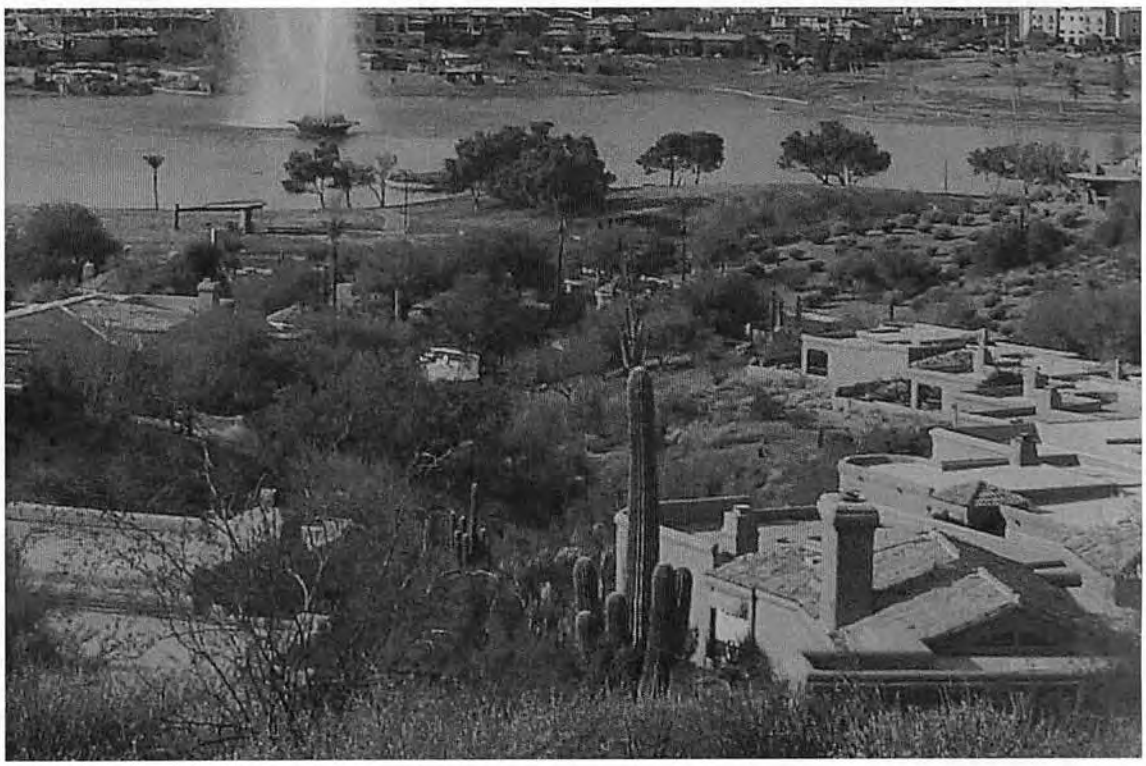
TOWN OF FOUNTAIN HILLS

Town-Wide Municipal Wayfinding Sign Program

RFP DS2018-01

November 13, 2017





Hunt 25 North Mentor Avenue, Pasadena, CA 91106 626.793.7847

HUNT DESIGN

Hunt
25 North Mentor Avenue
Pasadena, CA 91106
626.793.7847

November 13, 2017

Town-Wide Municipal Wayfinding Sign Program
DS2018-01

F. Fee Proposal

In return for the above services Hunt Design is to be paid fixed fees by project phase as follows:

Task One – Assessment	*$24,700*
Task Two – Program Design and Development	*$22,500*
Task Three – Program Deliverables	*$32,500*
Task Five – Contractor Selection	*$ 2,500*
Task Six – Fabrication Oversight	*$ 7,500*
	$89,700

Notes to the fees:

1. The fees are based approximately on standard hourly rates: Principal $160, Designer $130, Sign Programming $125, Drafting/ Technical $ 90.
2. Task Five fee is based on a single procurement.
3. This proposal is valid for 120 days.
4. Not included at this time: engineering; 'print' version of map

Expenses

In addition to the above fees, Hunt Design is to be reimbursed for standard expenses incurred in connection with this project at cost. Such expenses include: travel, prints, computer imagery, mileage and other normal reproduction charges. In-house color printing will be charged at $2 per page up to 11"x17"; larger format will be billed at $2 per square foot.

We estimate that a non-travel reimbursable budget of $800 will be required. Travel costs estimate: $5,000 (assumes three two-person two-day trips and four one-person two-day trips through Task Five. Travel during Task Six to be determined).

Contact: T. Wayne Hunt, Founding Principal
Hunt Design Associates, Inc. 25 North Mentor Avenue, Pasadena, CA 91106
T: 626 793-7847
E: wayne@huntdesign.com

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF FOUNTAIN HILLS AND

_____

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of December 19, 2017, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Hunt design, a Sub-Chapter S Corporation(the "Consultant").

RECITALS

A. The Town issued a Request for Proposals, DS2018-01 "Town-Wide Municipal Wayfinding Sign Program" (the "RFP"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking proposals from vendors for the assessment and design of the Town's Wayfinding Sign Program (the "Program"), preparation of bid documents and assisting with the selection of the contractor to fabricate and install the wayfinding signs (the "Services").

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 19, 2018 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s)

are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

3. Compensation. The Town shall pay Consultant an amount not to exceed $95,500.00 for the Services at the rates as 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.

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

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

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

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

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend 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"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

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

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

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

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

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

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

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

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

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

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

prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP 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 RFP 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 this Agreement.

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

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

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof,

including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related 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. If Consultant employs anyone who is required by law to be covered by Workers' Compensation Insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

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

12. Termination; Cancellation.

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

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

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

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

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

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated

for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Consultant fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Consultant shall be relieved of any subsequent obligation under this Agreement.

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 Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

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

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

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

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not

correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

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

13.8 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. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.9 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.

13.10 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.

13.11 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.

13.12 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.

13.13 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.

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

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

With copy to: Dickinson Wright PLLC
1850 N. Central Ave., Suite 1400
Phoenix, Arizona 85004
Attn: Scott A. Holcomb

If to Consultant: Hunt Design Associates, Inc.
25 North Mentor Avenue
Pasadena, CA 91106

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.

13.15 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.

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its subcontractor's 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 13.17 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.

13.17 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 subcontractors' 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.

13.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

"Town"

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 20, 2017, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

OFFICIAL SEAL
PATRICIA JO TOAL
Commission #521340
Notary Public - State of Arizona
MARICOPA COUNTY
My comm. expires Dec. 8, 2020

(Affix notary seal here)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"**Consultant**"

Hunt Design Associates, Inc.,
a Sub-Chapter S

By: _____

Name: JENNIFER BRESSLER

Title: PRINCIPAL

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2017, before me personally appeared _____ _____, the _____ of _____, a(n) _____ _____, 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 _____.

_____
Notary Public

(Affix notary seal here)

See attached California
All-Purpose Acknowledgment.
AFAF SHEIKH, Notary Public
12/11/2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On 12/11/2017 before me, Afaf Sheikh, a Notary Public,
Date — Here Insert Name and Title of the Officer

personally appeared Jennifer Bressler
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

AFAF SHEIKH
Commission # 2096201
Notary Public - California
Los Angeles County
My Comm. Expires Feb 4, 2019

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Professional Services Agreement Document Date: 12/11/2017

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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"Consultant"

Hunt Design Associates, Inc.,
a Sub-Chapter S

By: _____

Name: JENNIFER BRESSLER

Title: PRINCIPAL

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2017, before me personally appeared _____ _____, the _____ of _____, a(n) _____ _____, 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 _____.

_____
Notary Public

(Affix notary seal here)

See attached California
All-Purpose Acknowledgment.
AFAF SHEIKH, Notary Public
12/11/2017

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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State of California)
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Date — Here Insert Name and Title of the Officer

personally appeared Jennifer Bressler
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

AFAF SHEIKH
Commission # 2096201
Notary Public - California
Los Angeles County
My Comm. Expires Feb 4, 2019

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Professional Services Agreement Document Date: 12/11/2017
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND

_____

[Consultant's Proposal]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND

_____

[Scope of Work]

See following pages.

SCOPE OF WORK

Town-Wide Municipal Wayfinding Sign Program
DS2018-01

1. Background. The Town, located in Maricopa County, Arizona, prides itself on its small town charm. Its 23,000 residents and visitors alike are drawn to the slower pace from the Phoenix metropolitan area, while still having access to all of the urban amenities within a short drive. The Town serves as an outdoor recreation hub, attracting thousands of mountain and road bikers, hikers, campers and golfers each year. The Town has more than 50 miles of trails within its Fountain Hills McDowell Mountain Preserve. Its trail system connects with the Scottsdale McDowell Sonoran Preserve to the west and the McDowell Mountain Regional Park to the north. Tonto National Forest is also just minutes away, which offers lakes, rivers, landscapes and a wide range of recreational activities. The Town also has an extensive public art collection and hosts numerous events and festivals, which often take place in Fountain Park, home of the Town's namesake fountain. A considerable amount of the development and roadways follow the natural contours of the hills, which adds to the charm of the community, but can also create a disorienting effect for newcomers. There are currently several wayfinding and signage styles throughout the Town, some in disrepair. Consultant shall review all and advise which signs should be removed or reused.

2. Scope of Work. This is a "turnkey" project in which the final product will consist of plans, specifications and estimates for the fabrication and installation of the wayfinding signs. Five major tasks will be included: (1) Assessment, (2) Program Design and Development, (3) Program Deliverables, (4) Bid Documents and (5) Contractor Selection.

   2.1 Task One – Assessment. This phase of the Program will include, but not be limited to, the following elements:

      A. Develop a process to work cooperatively with Town staff and the Wayfinding Review Team (the "Team").

      B. Conduct an assessment of general geographic and environmental conditions (desert climate, "dark sky" lighting, etc.), vehicular traffic movements, foot traffic patterns, architectural and streetscape styles and the location of key landmarks, attractions and amenities.

      C. Evaluate and document existing wayfinding signage and locations, including, but not limited to, state, county and Town directional signage, Town limits signage and Town Center signs.

      D. Analyze architectural elements, materials, themes and existing documents in order to develop an appropriate design aesthetic for both the wayfinding signage and the Town limit signage.

E. Evaluate the Downtown Area Specific Plan as it relates to identifying amenities, areas of importance and suggested locations of signage.

F. Recommend existing signage that should be removed, replaced, relocated and/or consolidated.

G. Evaluate the feasibility of reusing existing signs, poles and hardware on an individual location basis.

H. Assess branding for Fountain Hills, as exhibited by other existing "identity" signage and landmarks, for possible incorporation into the proposed designs for new signage.

I. Identify and evaluate Town, County, and State requirements related to wayfinding signage.

J. Identify cost-sharing opportunities.

K. Participate in biweekly (or as needed) conference call meetings with Town staff in conjunction with an approved schedule.

L. Prepare a minimum of two conceptual design options of the Program. The designs should be in sufficient detail and color and should reflect the overall distinctive character of the Town.

M. Prepare a Town map identifying various wayfinding sign locations including the details of each sign.

N. Present the conceptual design options and the sign location map at five meetings:

1. Four meetings with the Team (in-person or via teleconference, as decided by Team and the Consultant).

2. One public input meeting (Town Council workshop with stakeholders and general public).

2.2 Task Two – Program Design and Development. This phase of the Program will include, but not be limited to, the following elements:

A. Establish policies, design criteria, graphic standards and location plan for a multi-modal and multi-destination Program that is accepted by the community. The Program shall be designed in a manner that presents the required information in an attractive format, but does not distract drivers from other roadway signage.

B. Identify optimal site locations and verbiage capacity for wayfinding signage.

C. Identify the primary user a given sign placement is intended to serve (e.g. motorist, pedestrian, or cyclist).

D. Recommend sign dimensions subject to applicable codes based on intended user.

E. Identify verbiage capacity and recommend effective font style(s) based on a sign's dimensions.

F. Complete refinements of preferred design concepts based on the Team and public input.

G. Revise the individual sign type designs and locations in accordance with the final comments of the Town staff and stakeholder groups (as needed).

H. Prepare a proposed final design of the wayfinding signs, including all materials to be used for signs and poles, background colors, letter types and installation procedures.

I. Prepare a proposed final wayfinding sign layout map of the Town showing all the sign locations, sign details and specifications.

J. Prepare the preliminary and final cost estimate for the Program.

K. Present the full sign type and locations array to the Team (in-person or via teleconference, as decided by the Town staff and the Consultant).

L. Supply the Town with electronic and hard copies of all presentations and the final product.

2.3 Task Three – Program Deliverables. Once the design concepts and locations are approved by Town staff, the Consultant will present the proposed Program at one Town Council meeting for approval prior to completing the final design and documentation. The Consultant will prepare one report to present to the Town Council, which shall include the following:

A. Final design intent drawings (exact dimensions, letter heights, materials, mounting details, color specifications and material performance standards) with a written statement regarding rationale for design choices, materials, method of fabrication and how modifications can occur over time.

B. Design development drawings that include the scale of wayfinding signs in relation to pedestrian, bicycle and vehicular levels.

C. Statement of probable cost for the fabrication, installation and maintenance of the Program.

D. Identification of feasible and likely funding sources that may be available apart from the Town budget.

E. A timeline for phasing sign installation with estimated costs for each phase.

2.4 Task Four – Bid Documents.

A. The Consultant will prepare the necessary documents to bid the fabrication and installation according to the phasing plan, after approval is received from Town staff and Town Council.

B. The construction or technical shop drawings should, at a minimum, show and indicate all materials, finishes, construction details and installation details of artwork and signage structure. This includes:

1. Types and locations of fasteners.

2. Attachments.

3. Footings.

4. Joint details.

5. Internal frames.

6. Reinforcements.

7. Support backing and connection to support structure or mounting surface.

C. The bid documents will include an "off the shelf" guide to assist Town staff in implementing the Program, including three color copies, one original copy and one electronic copy.

D. All deliverables submitted by Consultant to the Town for review should be delivered as specified and include a digital version in a format acceptable to the Town, as well as all files needed for production of the signage (e.g. vector files).

2.5 Task Five – Contractor Selection. The selected Consultant will assist the Town staff in the bid selection panel with selecting a qualified contractor to fabricate and install the wayfinding signs.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND

_____

[Fee Proposal] See

following page.

Fee Proposal

Town-Wide Municipal Wayfinding Sign Program
DS2018-01

Item	Cost
Task One	$
Task Two	$
Task Three	$
Task Four	$
Task Five	$
Other Costs/Expenses (advise)	$
Total Cost	**$**

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