C2012-141

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ARCADIS U.S., INC.

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of May 3, 2012, (the "Effective Date") between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and ARCADIS U.S., Inc., a Delaware corporation (the "Consultant").

RECITALS

A. The Town desires to complete a new development impact fee study to (i) comply with new statutory provisions and (ii) provide a framework for ensuring that the Town's infrastructure costs related to new development are fully paid for by the new development.

B. Pursuant to Section 3-3-10 of the Town Code, the Town may directly select consultants for professional and technical services.

C. The Consultant possesses the specific skill and experience required to provide the Town with a development impact fee study that reviews and analyzes the Town's existing development impact fees and, if required, revises the same in accordance with the changes in Arizona law (the "Services").

D. The Town desires to enter into an agreement with the Consultant for the Services according to the terms and conditions set forth herein.

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 commence on the Effective Date and shall remain in full force and effect until June 30, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

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

3. Compensation. The Town shall pay Consultant an amount not to exceed $79,960.00 for the Services at the rate as set forth in the Scope of Work, attached hereto as Exhibit A.

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. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents.

5.1 General. All documents prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town, subject only to the terms set forth in this Section 5. All documents provided by Consultant pursuant to this agreement are instruments of service of Consultant, and Consultant shall retain an ownership and property interest therein (including the right of reuse) until the Town has made full payment to Consultant for such documents pursuant to this Agreement. All documents generated by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Town or others on any other project, or other purposes other than that for which the same were created. The Town agrees not to reuse said reports or materials on any other project, or for any other purpose, other than that for which they were created, without the prior, written consent of Consultant. Reuse of said reports or other material by the Town for any other purpose or on other projects without written permission or adaptation by Consultant for the specific purpose then intended shall be at the Town's and user's sole risk, without liability on Consultant's part, and the Town agrees, to the extent permitted by law, to indemnify and hold harmless Consultant from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by the Town.

5.2 Intellectual Property. Notwithstanding any provision to the contrary, Intellectual Property that is proprietary to the Consultant and which is used in its business shall remain the property of the Consultant. Such Intellectual Property includes systems, processes, analytical tools, models, software, patents, copyrights and other Consultant Intellectual Property such as the E-Forecast model, (the "Financial Model"). The Town shall receive the Financial Model as a deliverable to keep, modify at its and user's sole risk and use for its own internal use. The Town shall not sell, use for commercial gain, or otherwise distribute the Financial Model to a third party. Consultant shall retain intellectual ownership of the Financial Model software developed prior to this project with the Town. The above terms will be included in an end-user license agreement that will be part of the Financial Model software once it is delivered to the Consultant (the "Click-Through Software License").

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 enter into a subcontractor agreement with Pat Walker Consulting LLC and utilize Patricia Walker in a leadership role in providing the Services. 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 of 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 prevailing professional standards in the field.

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 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. 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.

G. 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.

H. 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.

I. 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. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the Town's acceptance of the Consultant's work or services and as evidenced by annual certificates of insurance. 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 this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement 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 as respects 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) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 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 $1,000,000 each claim and $1,000,000 annual aggregate. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services, and the Consultant shall be required to submit certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing proper coverage is in effect as required above.

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 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. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. 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 or 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 the 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. 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. 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 the 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. No right or interest in this Agreement shall be assigned 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.

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:	ARCADIS U.S., Inc. 100 Fillmore Street, Suite 200 Denver, Colorado 80206 Attn: Rick Giardina, Senior Vice President

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 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 13.18 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 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the Town determines that the Consultant submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement and the Scope of Work, the documents shall govern in the order listed herein.

13.21 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.

13.22 Access. During the term of this Agreement, the Town shall grant to or cause to be made available to Consultant reasonable and necessary nonexclusive access to any location as necessary for purpose of allowing Consultant to perform the Services and fulfill its obligations under this Agreement. The Town shall immediately notify Consultant if the Town is unable to obtain necessary access within a timely manner. Should Consultant be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the location, and then Consultant will be entitled to an adjustment in compensation and/or an extension in the completion time requirements; provided, however, that no such adjustment or extension shall be allowed unless, within seven days of the occurrence of such denied access, Consultant notifies the Town, in writing, of such denied access and the delay resulting therefrom.

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)

This instrument was acknowledged before me on May 7, 2012, by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.

JANICE E. BAXTER
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: December 5, 2012
(affix notary seal here)

Janice E. Baxter

Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

"**Consultant**"

ARCADIS U.S., Inc., a Delaware corporation

By: Richard D. Giardina

Name: Richard D. Giardina

Title: Senior Vice President

(ACKNOWLEDGMENT)

STATE OF Colorado)
) ss.
COUNTY OF Denver)

This instrument was acknowledged before me on April 26, 2012, by Richard D. Giardina as Senior Vice President of ARCADIS U.S., INC., a Delaware corporation, on behalf of the corporation.

Tamela Roy
Notary Public in and for the State of CO

(affix notary seal here)

TAMELA ROY
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 08/23/2013

1701447.2

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
ARCADIS U.S., INC.

[Scope of Work]

See following pages.

RED OAK CONSULTING
an ARCADIS group

ARCADIS U.S., Inc.
100 Fillmore Street
Suite 200
Denver
Colorado 80206
Tel 303 316 6500
Fax 303 316 6599
www.arcadis-us.com

Red Oak Consulting
www.redoakconsulting.com

Ms. Julie Ghetti, CPA
Deputy Manager/Finance Director
Town of Fountain Hills
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268

Subject:
Development Impact Fee Study

Date:
April 5, 2012

Contact:
Rick Giardina

Phone:
303.316.6505

Email:
Rick.Giardina@arcadis-us.com

Dear Ms.Ghetti:

Thank you for the opportunity to complete the development impact fee study for the Town of Fountain Hills (Town) in accordance with Arizona Revised Statutes (ARS §9-463.05) effective January 1, 2012. The purpose of this study is to update the City's existing development impact fees.

Red Oak will be the contracting party with the Town (the prime) but it is important to note that the Red Oak team includes Ms. Pat Walker as a sub-consultant and the team will be referred to as the "Red Oak Team." She will serve in a "lead" role and as such will be able to capitalize on her knowledge of the Town's development agreements, existing development impact fees, her participation as an Arizona League of Cities and she was the Town's committee member for the development of the Arizona model city development impact fee ordinance, and with her consulting practice close to Fountain Hills in the Phoenix, Arizona area. Red Oak Consulting has a long-standing professional relationship with Ms. Walker built over the past 20 years and she has recently worked, as Red Oak has, with the Town on projects that are directly related to the development impact fee study. Collectively, this team has over 75 years of local government finance and economic experience as well 40 years of development impact fee experience in Arizona and nationally.

REDOAK CONSULTING
an ARCADIS group

Attached is our proposed scope of work outlining the project objectives and our approach to completing this project for the Town as well as our fee proposal.

Again, thank you for this opportunity and we look forward to working with you and your staff. Please contact me at 303.316.6505 to discuss any aspect of this project.

Sincerely,

ARCADIS U.S., Inc.

Richard D. Giardina

Richard D. Giardina, CPA
Senior Vice President

Copies:
Pat Walker, Pat Walker Consulting LLC

Attachment: Scope of Work, Schedule and Fee Estimate

RED OAK CONSULTING
an ARCADIS group

Development Impact Fee Study

Scope of Work, Schedule and Fee Estimate

Background

The purpose of this project for the Town of Fountain Hills (the Town) is to calculate development impact fees (for the service categories listed below) consistent with the requirements of Arizona Revised Statutes (ARS §9-463.05) effective January 1, 2012. The Town currently has development impact fees for six different service categories that will be evaluated during this study. The fees included in this scope of work are listed below:

Law Enforcement	Fire and Emergency Medical Services
Streets	Parks and Recreation Facilities
Library	Existing Debt for General Government[1]

To complete this project the following scope of work will be executed by the team of Red Oak Consulting (RO will be the prime contractor with the City), and Pat Walker Consulting, LLC (PWC), hereinafter collectively referred to as Red Oak, RO or the RO Team. PWC will have critical and significant roles in the successful completion of this project with Pat Walker, the principal of PWC, leading much of the analysis and participating in meetings and presentations.

Frequent regular communication with the Town Project Manager and Staff is a vital part of all our work. Throughout the project, we will regularly report our progress, on both a formal and informal basis, and involve Town Staff in as many aspects of the project as desired to ensure the project is adequately understood by all appropriate personnel and achieves the Town's goals and objectives.

The balance of this document contains the specific tasks to be completed during this project. It should be noted that the process for determining development impact fees will require a great deal of collaboration between the RO Team and the Town and that the tasks herein described are not necessarily sequential. For example, it is important to tie the land use assumptions within the Town's current General Plan to the capital requirements of the Town which will be used to determine service areas. In conjunction with the Town, service areas will be determined, and then re-evaluated against the capital requirements developed in the most recent capital improvement program, 2013-2018. In addition, there will be projects that will extend another five years that will also need to be tied to service areas. At each step of the process the RO Team will not just coordinate with the Town, but in most instances require data, input and direction from the Town.

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[1] The General Government service category evaluation will be limited to updating the fee and fee schedule to recover existing growth-related debt service.

Task Plan

Task 1 – Project Initiation & Management

1. The RO Team will lead a Project Coordination/Kickoff meeting with Finance and key Town Staff (Town Project team) managing this project, to confirm scope of work, roles, responsibilities coordination and project timeline for study tasks and public hearings. A memorandum will be developed to summarize key decisions and discussion items.
2. A list of initial and subsequent data required to complete the study will be submitted to Town Staff prior to the Project Coordination/Kickoff meeting.
3. Project coordination, resource allocations, invoicing and a monthly project status summary (a one-page report on key activities, issues, etc.) will be provided to the Town's Deputy City Manager/Finance Director, Ms. Julie Ghetti.

Task 2 –Data Collection, Compilation and Analysis

The RO Team will submit, prior to the Task 1 Project Coordination/Kickoff meeting, a preliminary data request for information necessary to complete the analysis. We will work with Town Staff to review the requested data necessary to update the Town's development impact fees to meet the requirements of ARS §9-463.05. We will request that the Town provide the following data items:

1. Current facilities
    a. Total capacity and available capacity for future growth by service area.
    b. Describe and identify costs for upgrades, replacements or modifications required due to new regulatory requirements for each project in each service area.
    c. Reserved capacity for future growth by service area.
    d. Facilities funded by debt or loans outstanding by service area.
2. Minimum developer requirements for facilities constructed and dedicated to Town by fee categories, for example: land dedication for parks, etc.
3. Service level information
    a. Current service level standards by fee category and service area including source of service level standard (e.g., master plans).
    b. Current service levels provided to existing population and any available capacity for future growth.
4. Town-specific trip generation data. If Town-specific trip generation data is not available, we will rely on information from the Trip Generation data manual published by the Institute of Transportation Engineers.
5. Up to five comparable communities to survey development impact fees.
6. Provide ten-year projection of growth-related revenues.
7. Current multi-year capital improvement plan over a ten-year study period to be further reviewed after the completion of Task 3.
8. Identification of existing and proposed reimbursement agreements for the ten-year study period.

Task 3 – Development of Land Use Assumptions (LUA)

1. Land use assumptions and Town growth projections will be provided by the Town and will include the next ten years for residential, multi-family, industrial and commercial land use types included in the Town's general plan updated in 2010. If available, the projections will include:
    a. Population, employment, single family and multi-family housing units, as well as square feet of retail, office, industrial and other non-residential developments by type.
    b. Land use forecast will be provided by any special planning area that has been designated by the Town.
    c. Compare and identify any differences between land use assumptions and the general plan for the ten year projection period.
2. After the receipt of the land use analysis, the RO Team and the Town project team will:
    a. Discuss existing special planning areas and/or alternative service area designations determined by Town Staff by fee category to be served by current and new facilities based on land use assumptions.
    b. Review current capital improvement plan based on land use assumptions and master plans for the next ten years for evaluated fee categories.
3. The RO Team will prepare a memorandum documenting the recommended land use assumptions that will serve as the basis for updating capital facilities and infrastructure needed to serve growth over the next ten years as well as the development of Infrastructure Improvements Plan (IIP) developed in Task 4.

Task 4 – Development of Infrastructure Improvement Plan (IIP)

Below are the activities associated with the development of the IIP incorporating Tasks 2, 3 and 4 data and analysis.

1. Town to define and incorporate a map of all service areas in the Town that will provide necessary public services. (This is required by ARS §9-463.05).
2. RO Team will review existing development agreements that will include contributed facilities, development impact fee credits available and redeemed, and any future capacity reservations and incorporate into the IIP. It is estimated that there be no more than 10 development agreements to review. Town is to provide information on the existing or proposed community facility districts (CFD's).
3. Incorporate land use assumptions and growth projections developed in Task 3 for refinement by Town of timing of capital projects for ten years developed in Task 3.
    a. An estimate of future equivalent development units (EDU's) for each service area defined by the Town will be developed.
4. Incorporate proposed development agreement growth-related projects into the IIP.

Once requested data is provided and evaluated in previous tasks, the RO Team will hold separate meetings with Town Staff and Department Directors who have projects that are proposed to be funded by development impact fees; these meetings will be held at the Town offices over a one-day period. During meetings, we will discuss the following:

1. Guidance within ARS §9-463.05 affecting facilities eligible for development impact fee recovery.
2. Existing service level information provided in Task 2.

3. Existing and planned capacity for necessary public service projects by service area developed by Town. Identify the existing EDUs by service area.
4. Future facilities and capital improvement cost estimates provided by the Town and developed by Town or outsourced engineer licensed in the State of Arizona.
    a. Service level capacity added by future improvements to serve new growth by service area.
        i. Improvements to current facilities related to upgrading or updating facilities to maintain current service levels, improve service levels or meeting more strict regulatory standards by service area.
        ii. Improvements related to expanding capacity to serve new growth.
        iii. Estimate the total existing and future EDU's within each service area based on the land use assumptions provided by the Town in Task 2.
5. Projected or anticipated capital funding sources for growth-related facility improvements.
6. Current population and growth projections by land use category developed in Task 3.

Based on the review of key data, discussion with Town Staff and subsequent evaluations the RO Team will summarize current service level standards and existing and projected capacity requirements by fee category and service area in a technical memorandum. We will develop a separate summary of facility cost estimates and growth-related projects to be used in the development impact fee analysis. The RO Team will recommend the development impact fee methodology and approach by fee category as the basis for calculations in Task 5.

Draft and final IIP and LUA will be developed in Task 7.

Task 5 - Calculation of Development Impact Fees, Funding and Cash Flow Analysis

RO Team will calculate development impact fees based on the recommended approach per fee category and service area in compliance with ARS §9-463.05. We will complete the following activities:

1. Growth-related projects, existing or new, requiring development impact fee credits will be included in the ten-year IIP developed in Task 4 and calculation of the fees.
2. Offsets for growth-related revenue used towards growth-related capital projects will be taken into consideration for the calculations for the ten-year study period.
3. Survey development impact fees of up to five (5) comparable communities to be selected by City staff.
4. Financing costs will be determined by preparing a ten-year cash flow analysis of funding sources for the capital costs including estimates for development impact fee revenues and estimated costs for growth-related projects anticipated and repayment of existing growth-related debt.
5. Fees by type and/or service area will be calculated based on level of service standards per EDU equal to one single-family detached dwelling unit with equivalency ratios to other development types such as residential, multi-family (where appropriate), commercial and industrial developed in Task 3.

Once preliminary fee calculations are complete, we will review the results with Town Staff to apply modifications to the underlying analysis and prepare recommended fee schedules by fee category and service area, as appropriate.

Task 6- Stakeholder Meetings

The RO Team will facilitate up to two (2) stakeholder meetings with the development community, associations, citizens and/or Advisory Committee in addition to Public Hearings and City Council presentations in Task 7.

The purpose of these meetings will be to:

1. Discuss ARS §9-463.05 requirements, and the process and timeline of the study.
2. Receive input at key points throughout the process regarding land use assumptions, facilities, and service area designations.
3. Receive and respond to subsequent input received from stakeholders to review preliminary IIP facilities, land use assumptions and development impact fees by type and service area prior to Public Hearings.

Task 7 - Reports and Presentations

The RO Team will develop separate draft and final IIP and land use assumptions, and development impact fee reports as part of this study. Our scope includes one meeting between the RO Team and Town staff to review Town comments and receive feedback regarding the draft IIP and development impact fee report. The development impact fee report will include a discussion of our approach and calculations, land use assumptions and demographic information used, project costs, financing amounts, cash flow analysis and IIP that will be developed according to ARS §9-463.05 requirements.

The RO Team will prepare meeting materials and presentations for up to four (4) City Council meetings and/or hearings. The anticipated public City Council meetings are:

1. Public Hearing to adopt the land use assumptions and IIP.
2. Town Council meeting for discussion and adoption of land use assumptions and IIP.
3. Public Hearing to present study report and recommended development impact fee schedules.
4. Town Council meeting for discussion and subsequent adoption of the development impact fees.

Deliverables

The formal deliverables for this study include:

1. Preliminary and subsequent data request.
2. Project status reports (a one page summary of current activities, project status and study issues) will be provided with the monthly invoice.
3. One (1) meeting with the City Project Team referenced in Task 1.
4. Meetings with City Staff and Department Directors over a one (1) day period referenced in Task 4.
5. Two (2) meetings with external stakeholders and/or an Advisory Committee referenced in Task 6.
6. Four (4) public hearings or presentations to City Council referenced in Task 7.
7. Technical memos on:
    a. Summary memorandum documenting the Town's projected land use assumptions and projected population and growth for residential, commercial and industrial land use types included in the Town's general plan and developed in Task 3.

b. Current service level standards and existing and projected capacity requirements by fee category and service area developed in Task 4.
c. Summary of facility cost estimates and growth-related projects incorporated in development impact fee analysis developed in Task 4.
d. Recommended fee approach by fee category and/or service area developed in Task 4.
e. Proposed fee schedule by fee category and/or service area developed in Task 5.

8. Ten-year cash flow projection for each fee category and service area developed in Task 5.
9. Survey of up to five (5) comparable communities for development impact fees developed in Task 4.
10. Electronic copy of the preliminary IIP and land use assumptions developed in Task 7.
11. Electronic copy of the final IIP and land use assumptions developed in Task 7.
12. Electronic copy of the preliminary development impact fee report developed in Task 7.
13. Electronic copy of the final development impact fee report developed in Task 7.

For workshops and presentations, the Red Oak Team will prepare handouts and presentation materials.

Additional Services

As requested and approved (in advance) by the Town, we will provide services in addition to those in the proposed scope of work. Examples of these additional services include:

- Additional Stakeholder or Town Council meetings above the six (6) anticipated in the scope of work; these would include meetings with individual developers, builders, etc. We have not included any such meetings in the scope or our fee estimate.
- Additional iterations of the draft IIP and land use assumptions or development impact fee reports; iterations beyond the single "draft-final" process for each report included in Task 7.
- The calculation of development impact fees for necessary public service fee categories other than those categories listed in the Background section of this document.
- Expert legal advice on ARS§9-463.05 that may be needed from outside the City legal counsel.
- Development impact fee implementation assistance.
- Expertise in development of land use assumptions and demographics may be provided by Elliott D. Pollack & Co., an Arizona firm that specializes in land use analysis and growth projections. Such expertise may be required to review or modify the LUA and/or service area development included in the Town's 2010 General Plan to comply with requirements of ARS§9-463.05.

Schedule

We expect the timeline for this engagement to be approximately 12 months, including required public hearings, depending upon the availability of Town Staff and timely access to Town records. The timeline anticipates a project start date in May of 2012 and Town Council adoption of development impact fees in July of 2013. Fees would become effective 75 days after approval by the City Council.

Fee Estimate

We propose to complete this project for $79,960; this amount represents our not-to-exceed fee based on the scope of work, meetings, etc. contained in this document. We will submit invoices monthly and payment is due within 30 days of the date of the invoice.

Attachment 1 to this document is a summary of our cost estimate; it lists the hours and costs for each of the major tasks.

Town of Fountain Hills, Arizona
2012 Development Impact Fee Study
Attachment 1

Task No.	Task Name	Hours	Total Labor	Expense	Total Project Cost
1	Project Initiation and Management	48	$8,845	$861	$9,706
2	Data Collection, Compilation & Analysis	43	7,655	0	7,655
3	Development of Land Use Assumptions	37	6,520	0	6,520
4	Development of Infrastructure Improvements Plan	91	15,980	1,037	17,017
5	Calculation of Development Impact Fees, Funding and Cash Flow Analysis	72	12,580	0	12,580
6	Stakeholder Meetings	44	7,835	1,558	9,393
7	Reports and Presentations	92	15,525	1,558	17,083
	Total	427	$74,940	$5,014	$79,954

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services South, Inc.
Franklin TN Office
501 Corporate Centre Drive
Suite 300
Franklin TN 37067 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	XL Specialty Insurance Co	37885
INSURER B:	Greenwich Insurance Company	22322
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
ARCADIS U.S., Inc.
630 Plaza Drive, Suite 100
Highlands Ranch CO 80129 USA

COVERAGES **CERTIFICATE NUMBER:** 570046188437 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC			GEC001076110 General Liability	01/01/2012	01/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS X Property Damage to			AEC001075810 Auto (AOS) AEC001719508 Mass Auto	01/01/2012 01/01/2012	01/01/2013 01/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	RWD943516306 All Other States RWR943516706 State of WI	01/01/2012 01/01/2012	01/01/2013 01/01/2013	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Development Impact Fee - 05202004.0000. Town of Fountain Hills, its agents, representatives, officers, directors, officers and employees are included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract with respect to the General Liability and Auto Liability policies. General Liability and Auto Liability evidenced herein is primary to other insurance available to an additional insured, but only to the extent required by written contract with the insured. A Waiver of Subrogation is granted in favor of Town of Fountain Hills, its agents, representatives, officers, directors, officers and employees for any claims arising out of the work or services of Consultant as required by written contract but limited to the operations of the Insured under said contract, with respect to the General

CERTIFICATE HOLDER

Town of Fountain Hills
Attn: Julie Ghetti
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services South, Inc.

Holder Identifier :

Certificate No : 570046188437

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AGENCY CUSTOMER ID: 570000005571

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services South, Inc.		ARCADIS U.S., Inc.
POLICY NUMBER See Certificate Number: 570046188437		
CARRIER See Certificate Number: 570046188437	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Liability, Auto Liability and Workers' Compensation Liability policies. In the event General Liability, Auto Liability, Umbrella Liability or Workmen's Compensation coverage is cancelled for any statutorily permitted reason, other than non-payment of premium, 30 days advanced written notice will be mailed or delivered to the certificate holder listed below, when required by written contract or agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 05/11/2012

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PRODUCER
Aon Risk Services South, Inc.
Franklin TN Office
501 Corporate Centre Drive
Suite 300
Franklin TN 37067 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
ARCADIS U.S., Inc.
630 Plaza Drive, Suite 100
Highlands Ranch CO 80129 USA

COVERAGES **CERTIFICATE NUMBER:** 570046188348 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	Contractor Poll			015448990 Professional & Pollution SIR applies per policy terms & conditions	06/01/2011	06/01/2012	Per Claim Annual Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Development Impact Fee - 05202004.0000. The Professional/Pollution Policy is non-cancellable by either the Named Insured or the Company, except by the Company for non-payment of premium. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

Town of Fountain Hills
Attn: Julie Ghetti
16705 E. Avenue of the Fountains
Fountain Hills, AZ 85268 USA

CANCELLATION

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