

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ARRINGTON WATKINS ARCHITECTS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made as of December 20, 2012, between the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation (the "Town") and ARRINGTON WATKINS ARCHITECTS, LLC, an Arizona limited liability company (the "Consultant").

RECITALS

A. The Town issued a Request for Qualifications, Design and Bid of Fire Station #1 Renovation (the "RFQ"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant submitted a Statement of Qualifications in response to the RFQ (the "SOQ"), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for renovation of Fire Station No. 1, which will consist of (i) designing new living quarters and office space for fire fighters, (ii) renovating existing living quarters for an ambulance crew, (iii) renovating existing restrooms, (iv) removing an existing trailer and (v) general site work (the "Services").

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 1, 2015, 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 B and incorporated herein by reference.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$87,707.00 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. The contract number must be referenced on all invoices.

5. Documents. All documents prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

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

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

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

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

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

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

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

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

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

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

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

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

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

12. Termination; Cancellation.

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

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

such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

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

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

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

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

13.2 Applicable Law; Venue. Consultant shall abide by and conform to any and all laws of the United States, the State of Arizona and the Town of Fountain Hills, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, OSHA and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

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

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

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

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

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

13.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other

contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.9 Assignment; Delegation. No right or interest in this Agreement shall be assigned 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:       Arrington Watkins Architects, LLC  
5240 N. 16th Street, Suite 101  
Phoenix, Arizona 85016  
Attn: David Watkins

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

13.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.18 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all

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

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

13.19 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 meaning 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, the Scope of Work, the Fee Proposal, the RFQ and the Consultant’s SOQ, 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 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

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.

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**"Consultant"**

ARRINGTON WATKINS ARCHITECTS, LLC,  
an Arizona limited liability company

By: David W. Watkins

Name: DAVID W. WATKINS

Title: MANAGER

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on December 11, 2012, by David Watkins, as Manager of ARRINGTON WATKINS ARCHITECTS, LLC, an Arizona limited liability company, on behalf of the limited liability company.



[Signature]  
Notary Public in and for the State of Arizona

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ARRINGTON WATKINS ARCHITECTS, LLC

[Statement of Qualifications]

See following pages.

Proposal

Arrington Watkins Architects, LLC



"The measure of our performance as architects is the degree to which we satisfy the goals of our clients."

Lynn Arrington and David Watkins



# Town of Fountain Hills Request for Statement of Qualifications Design and Bid of Fire Station #1 Renovation



5240 N. 16th Street Suite 101 | Phoenix, Arizona 85016 | 602-279-4373

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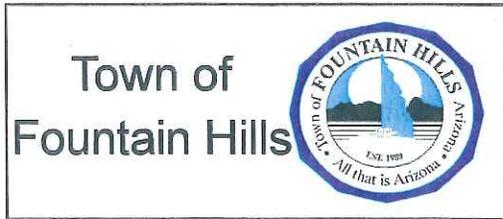
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# Section 1: General Information

B. Explain the legal organization of the Vendor.  
 Arrington Watkins Architects is a limited liability company.

Organizational Chart



Arrington Watkins Architects  
**Matt Gorman**  
 Project Manager

Arrington Watkins Architects  
**Bashar Shammās**  
 Project Architect

LSW Engineers  
**Lance Jones**  
 Mechanical Engineer

LSW Engineers  
**Gerry Katafiasz**  
 Electrical Engineer

Terracon Consultants  
**Scott Neely**  
 Geotechnical Engineer

Dibble Engineering  
**Kent Norcross**  
 Civil Engineer

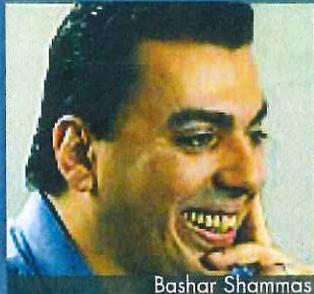
Terracon Consultants  
**David Matson**  
 Environmental Engineer

Buehler and Buehler  
**Todd Elayer**  
 Structural Engineer

SmithGroupJJR  
**Kris Floor**  
 Landscape Architect



Matt Gorman



Bashar Shammās

“We especially appreciate the hard work of Matt Gorman, project architect. His caring attitude and dedication to detail were exemplary.”

Jay Crawford  
 Project Manager  
 Canam Construction Co., Inc.



**Legal Name**

Arrington Watkins Architects

**Address**

5240 N. 16th Street, Suite 101  
 Phoenix, Arizona 85016

Contact - David Watkins  
 Email - [dwatkins@awarch.com](mailto:dwatkins@awarch.com)  
 Phone - 602-279-4373

**Identification number**

836776005

**Legal form of the Vendor**

Arrington Watkins Architects is a limited liability company.

C. Identify the location of the Vendor’s principal office and the local work office, if different.

Same as above.

## Section 1: General Information (continued)



"You're good people  
- honesty; character;  
communicate well; do  
what you say you will  
do . . ."

Bill Snyder  
Former President  
E-Crete of Arizona



**D. Provide a general description of the Vendor that is proposing to provide the services, including years in business.**

Lynn Arrington and David Watkins have been practicing architecture together since 1974, originally as principals in a regional architectural, engineering, and planning firm based in Phoenix, and since 1994 as partners in Arrington Watkins Architects, LLC.

Arrington Watkins Architects has provided design and facilities management services to government clients, corporations and contractor firms throughout the United States on projects ranging in size of below \$1 million and up to \$320 million in construction cost. The firm's expertise is in the design and management of projects that are technically complex in their systems, function or processes. These projects have included public safety facilities, medical installations, high-tech offices and assembly spaces, manufacturing, court facilities, criminal justice facilities, warehouse buildings & retail fuel installations.

Much of our experience is in managing complex projects involving multiple consultants, approving agencies, owners & user groups. Working closely with them is a talented group of 23 architects, architects-in-training & support staff, equipped with the latest technology available.

**E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years.**

Arrington Watkins Architects has had no contracts or subcontracts terminated in the last five year.

**F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years.**

Arrington Watkins Architects has had no claims from litigation or arbitration.

## Section 2: Experience and Qualifications

- A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the Town.



AK-Chin Community Fire Station



City of Phoenix Fire Station 62

"From the smallest request to the major projects, your work, dedication & professionalism to the client is as refreshing as it is valuable. You always went the extra mile & spent whatever time was necessary to provide a product that was a notch above the rest."

Gerald McDonald,  
Tribal Architect,  
Design Div. SRP/  
MIC



Over the past 15 years, Arrington Watkins has completed more than 100 renovation, remodel and addition projects. These clients select us because they receive the same excellent service and design ideas on renovation, remodeling and additions as they do on large, new facilities. For example:

The **City of Phoenix** selected Arrington Watkins to remodel existing Fire Stations as well as design two new stations. In addition, we maintain a complete on-line database of plans and relevant construction and cost data for **ALL Phoenix Fire Department buildings**. Centralizing their documentation allows for better long term planning and budgeting of maintenance and repairs. This also enabled us to step in and help the Fire Department when wind and hail caused severe damage on many of their facilities.

Our on-going relationship with the City of Phoenix extends to their Public Works, Water, and Police Departments. Projects have included updating their aging Police Training Academy with 25,000 SF of additions and renovation of 30,600 SF of existing building. We have recently aided in renovating the Police Department's 911/dispatch facility and are working on the Cactus Park replacement facility which is the renovation of 36,000 SF of a 35 year old building. Phoenix has also selected Arrington Watkins

to design 10 other major new facilities, including two recently completed Police substations.

The **Arizona Department of Administration / Department of Corrections** have hired Arrington Watkins to design 25 renovation, remodeling and additions projects. They have also recently selected us to design a \$200 million greenfield prison and every other major detention project that the State has constructed in the last 15 years. Renovation and remodeling projects have included housing buildings, kitchens, medical and mental health facilities, showers, window and door replacements, water leaks, roof analysis and suicide prevention retrofitting.

**Maricopa County Facilities Management Department** has selected Arrington Watkins to design 12 renovation and remodeling projects. They have also selected us to design an \$80 million Justice and Superior Court, as well as ten other major projects they have constructed in the last 10 years. Renovation and remodeling projects include forensic analysis of an aging, seven story, 220,000 SF downtown jail.

In addition, Arrington Watkins has provided similar professional services on 12 projects for the following municipalities and other entities of similar size:

- City of Tempe
- City of Glendale
- Salt River Pima Maricopa Indian Community
- Town of Queen Creek
- City of Goodyear
- AK-Chin Indian Community
- City of Maricopa

## Section 2: Experience and Qualifications (continued)



Santa Fe Assessors Office



SRP/MIC Police/Fire Substation



AK-Chin Community Fire Station

"I commend you in your professionalism and positive attitude in overseeing the completion of a top quality facility that my staff and I truly appreciate."

Bernie Rosen  
Materials Control

Manager  
City of Glendale,  
Arizona



Arrington Watkins Architects

Examples of Projects completed for various municipalities:

- City of Glendale Fire Administration Tenant Improvement
- City of Tempe Apache Substation
- City of Tempe, Tempe Town Lake Restrooms
- City of Phoenix Highland Service Center Master plan
- City of Phoenix Estrella Mountain Police Substation
- City of Phoenix Black Mountain Police Substation
- City of Phoenix Fire Station 56
- City of Phoenix Emergency Vehicle Operations Center Master plan
- City of Glendale Field Operations Center
- Maricopa County San Tan Regional Justice Center
- Maricopa County Northwest Regional Justice Center
- Maricopa County Santa Fe Assessors Offices
- Maricopa County 301 West Jefferson Tenant Improvements
- Maricopa County Operation and Maintenance Facility
- Maricopa County Madison Street Jail Needs Assessment
- Maricopa County Nova Safe Haven
- Salt River Pima – Maricopa Indian Community Police and Fire Substation
- Salt River Pima – Maricopa Indian Community Police and Fire Headquarters Master plan

- Town of Queen Creek Corporation Yard Master plan
- Ak-Chin Indian Community Fire Station
- Ak-Chin Indian Community Justice Center
- City of Goodyear Operations Center Master plan
- City of Goodyear Operations Center Phase I and II
- Maricopa Regional Public Safety Training Needs Assessment Master plan

B. Provide a list of at least three (3) organizations of a similar size or similar operation to the Town in which work has been performed.

We have provided the PPVF to the following three organizations that we have preformed similar work for and requested them to submit the form back to you by the SOQ deadline of August 15th.

1. Salt River Pima Maricopa Indian Community (SRP/MIC)  
Ron Stack
2. AK-Chin Indian Community  
Larry Joe
3. City of Phoenix  
Charlie Brueggeman



## Section 3: Key Positions

- A. Identify each key personnel member that will render services to the Town including title and relevant experience required.

Below we have listed key personnel with their relevant experience. Please see appendix for complete resumes.

**Matt Gorman: Project Manager**

While employed at Arrington Watkins Architects, Matt has acted as senior designer and project manager, assisting clients with projects of diverse size and scope. Matt has been a Project Manager for all fire stations designed by Arrington Watkins.

Relevant Projects:

City of Phoenix Fire Station #56  
SRP/MIC Police and Fire Substation

**Bashar Shammas: Project Architect**

Since 2003 Bashar has worked for Arrington Watkins and has worked on many different types of projects as well as many renovation projects. He is responsible for design, drafting, project management and construction phase administrative services.

Relevant Projects:

Central Arizona College Fire and Police Training Academy Phase I  
El Mirage Police Station

**Lance Jones: Mechanical Engineer**

Lance has extensive experience in the analysis and design and layout of HVAC and plumbing systems, and energy analysis of building systems. Lance has worked on all the fire stations that Arrington Watkins has designed and many more.

Relevant Projects:

City of Phoenix Fire Station #56  
SRP/MIC Police and Fire Substation

**Gerry Katafiasz: Electrical Engineers**

Gerry specializes in electrical system design, with proficiency in the following areas: telecommunication distribution, fire alarm systems, security and card access systems, and electrical distribution (including medium voltage) systems. Gerry, just like Lance, has worked on all fire stations designed by Arrington Watkins and many more.

Relevant Projects:

City of Phoenix Fire Station #56  
AK-Chin Indian Community Fire Station

**Scott Neely: Geotechnical Engineer**

Scott has over 26 years of technical and administrative experience in the engineering industry.

Relevant Projects:

City of Phoenix Fire Station #56  
City of Phoenix Fire Station #62

**Kent Norcross: Civil Engineer**

Kent's 33 years of experience in civil engineering and construction industries includes project management, feasibility studies, master plans, construction plans, and preliminary and final design of water, sewer, fire protection, grading and drainage, streets, and parking facilities.

Relevant Projects:

Buckeye Valley Fire District: Buckeye Valley Fire Station  
City of Chandler: Fire Training Center and Fire Station #3 Improvements

**David Matson: Environmental Engineer**

David has over twenty years of progressive environmental experience and has performed a variety of functions including environmental site assessments, National Environmental Policy Act (NEPA) reviews for federal undertakings, asbestos and lead surveys and abatements, natural resource and Brownfields assessments, underground storage tank removals and remedial investigations, and geotechnical investigations.

## Section 3: Key Positions (continued)

### **Todd Elayer: Structural Engineer**

Todd has 17 years of structural design experience and has managed and designed a wide variety of projects including fire stations.

#### Relevant Projects:

El Dorado Hills Fire Station #85 & #87  
Lincoln Plaza Fire Station #1 & 2

### **Kris Floor: Landscape Architect**

Kris has over 25 years of project experience, with a primary focus on site planning and landscape design for mixed-use, retail, commercial office, streetscapes, hospitality, parks, residential and healing gardens.

#### Relevant Projects:

Paradise Valley Stations #1 & #2  
AK-Chin Fire Station

#### **B. Indicate the roles and responsibilities of each key position.**

Matt Gorman, as Project Manager, will be the day to day contact with the Town of Fountain Hills and will be responsible for managing the project from beginning to end.

Bashar Shammass's role as Project Architect will be to assist Matt in the overall day-to-day responsibilities of the project, and to be responsible for the documentation of the project, supervising and coordinating Arrington Watkins staff and the engineering consultants.

#### **C. If a subcontractor will be used for all work of a certain type, include information on this subcontractor.**

Please see above for our subconsultants relevant experience. Roles and responsibilities for sub-consultants will be as follows:

#### Lance Jones: LSW Engineers - Mechanical Engineer

Lance will be responsible for overseeing the mechanical design team to include project scoping and preliminary schematics, final design, cost estimates, equipment and system sizing and selection.

#### Gerry Katafiasz: LSW Engineers - Electrical Engineer

Gerry will provide overall electrical design management. He will work closely with the design team and provide quality control checking at all phases of the construction documents and will be the electrical engineer of record.

#### Scott Neely: Terracon - Geotechnical Engineer

Scott will be responsible for the management of the geotechnical portion of the project and review/consultation with other Terracon offices in the western United States.

#### Kent Norcross: Dibble Engineering - Civil Engineer

Kent will be the lead civil designer in charge of all site work related to grading and drainage, development of paving sections, and site utilities.

#### David Matson: Terracon - Environmental Engineer

David will be responsible for the Asbestos and Lead Based Paint assessments and any other environmental assessments and reports that may be necessary.

#### Todd Elayer: Buehler and Buehler - Structural Engineer

Todd is responsible for the engineering design and coordination of projects and quality review of designs by others in the firm.

#### Kris Floor: SmithGroupJJR - Landscape Architect

Kristina will be directly involved in the development of elements relating to the stated project goals. She will ensure that these goals are maintained throughout the implementation of the project.

## Section 3: Key Positions (continued)

A detailed plan for providing supervision must be included.

**Meeting Minutes**

MEETING NO: 6401  
 DATE: 02-Feb-11  
 PROJECT NO: 1036 01  
 WRITTEN BY: Clay Hundley  
 APPROVED BY:

	DUE DATE	ACTION BY
ing element design that will the new smaller single slope gas heating "Tube System"	2/8/2011	Sausor
loads received from Stato -	2/8/2011	Lang
as has been calculated - A/W y system to be included in the sign lower into door. State has sufficient in size. Door g into account and door	2/8/2011	Beitz
ne in conflict with the building he drawings.	2/8/2011	Schloppe
of elevations thru the use of a d to the drawings.		Info

"We are pleased with the outcome of all of your efforts and have been getting very positive feedback. You and your staff should be commended for your hard work and it has been a true pleasure working with you."

Adrian Ruiz  
 Lieutenant  
 Phoenix Police  
 Department



**Consultant supervision:** We require that each consultant appoint a project manager who has supervisory responsibility over the entire consultant team and who will be responsible for answering to Arrington Watkins Project Manager Matt Gorman and Project Architect, Bashar Shammass.

**Arrington Watkins' supervision:** Arrington Watkins' Project Manager Matt Gorman is responsible for the overall supervision of the consultants. Matt has over 15 years of experience in supervising consultants as a Project Manager. In addition, Matt has worked with each of the listed consultants on numerous projects.

**Production supervision:** While Matt supervises the activities of the overall team, Project Architect Bashar Shammass will supervise Arrington Watkins' in-house production staff and coordinate with the production staffs of the consultants. His job is to insure quality control of not only our documents, but those of our consultants.

**Supervision tools:** The design team has a group of specialized management documents at their disposal that are instrumental in the supervision of our team and our consultants.

**Coordination meetings:** One of the keys to our supervision process is the regularly scheduled coordination meeting. Progress, scope, schedule and budget are discussed at each meeting, the results of the discussions are recorded and action items are assigned to individuals with specific time frames for completion.

**Employ a database to control and assist in supervision of the project:** The team will utilize our own project database system, which is the cornerstone in the coordination and supervision of our projects. Our project database, like any database, is designed to manage large amounts of information. The difference is that the Arrington Watkins Project Database is designed to handle the types of information specific to managing an architectural project. That information is used, tracked and retrieved throughout the project in the form of conference reports, QA checklists, discipline reports, and construction logs.

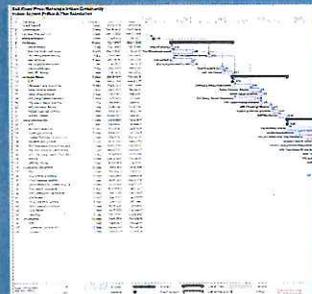
D. Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this project.

Below is a chart with our team members registration numbers. Please find complete resumes in the appendix.

Name	Registration Number
Matt Gorman	30774
Bashar Shammass	51432
Lance Jones	20975
Gerry Katafiasz	37828
Scott Neely	25003
Kent Norcross	32880
David Matson	N/A
Todd Elayer	50497
Kris Floor	22612

## Section 4: Project Approach

### A. Describe the Vendor's approach to performing the required Services.



"Arrington-Watkins is an exceptionally professional and well-managed organization and I consider them to be one of the outstanding design firms in Arizona"  
Mike Rank

Senior Project Manager,  
Construction Services  
Arizona  
Department of Administration



**(i) Planning:** To us, the planning process is a continuous process throughout the entire project, from establishing goals of the client and users, to developing and monitoring the schedule, workload requirement and costs, we are always evaluating and planning for the success of the project. This is a highly interactive planning process in which we engage the client and the user. Every step of the way, the Town will have opportunities to actively participate in the planning of their project.

**(ii) Designing:** Our design philosophy is to focus on the goals of the client. We live by the philosophy of: "The measure of our performance as architects is the degree to which we satisfy the goals of our clients." Before any designing takes place, we strive to understand your needs, your functions, your operations and your aesthetic goals. This design philosophy is the same regardless of the size or budget of a project. We will design your building for the required functions, rather than design around a specific vision of what the building should look like. We also know that we have to remain flexible and responsive throughout the design process.

**(iii) Estimating:** Depending on the size and scope of the project we can provide estimating in-house or we utilize a cost consultant. Independent cost consultants have a broad range of projects, industry data, and other resources to rely on. In either case, we prefer the quantity survey method of estimating.

**(iv) Scheduling:** Using Microsoft Project, we develop a very detailed, critical path schedule of the design tasks. As closely as possible, the design tasks relate to the contractual scope of work.

The Microsoft Project design schedule is provided to every consultant, the owner and user and updated on a monthly basis, or more often if necessary. We report progress to the owner and the entire team by including the schedule as an agenda item at each weekly design meeting. Any deviations or corrections are addressed.

**(v) Cost controls and management:** Our design philosophy involves managing the design against the budget constantly and from the very beginning of the project (what we call Value Design). We will not allow ourselves to get into the position of slashing quality and scope late in the game to reach the budget (Value Engineering). Our experience has taught us that the best opportunity to control the cost of any project occurs within the first 60-90 days of the project. The decisions made early ultimately translate into square footage and volume, which in turn drives costs.

**(vi) Project management and team organization during design and construction phase services:** Our project management philosophy is "cradle to grave" continuity. We propose staff for each project based on their availability for the entire project period. This promotes better communication, builds relationships, reduces error, and insures the owner's desires are fulfilled. Likewise, our consultants will provide the same professionals throughout the job.

**(vii) Bid Package Management:** On many projects we prepare separate bid packages to make the project match funding availability or accelerate some portion of the job. Site work and FFE are frequently issued as packages. Each package must be defined early in the process.

They must be well coordinated to insure proper limits, avoiding gaps or duplication in bidding.

## Section 4: Project Approach (continued)



"I believe it speaks volumes to say that Arrington Watkins . . . approach to the project was one of timely responsiveness and accuracy in every instance."

Margaret Rodriguez  
President / Owner  
Au' Authum Ki, Inc.,  
General Contractor



(viii) Management of overhead costs: Our overhead costs directly related to projects are generally limited to travel, printing and other small reimbursable expenses. We do most communication electronically, including coordination drawings and shop drawings by PDF files, thereby limiting printing and delivery. We establish a reasonable allowance amount for costs with the owner and manage it with the owner. We advise the owner of significant expenditures before they occur. Unused funds remain with the Owner.

(ix) Managing subcontractors: Our sub consultants are our partners in delivering this project for you. We keep them fully informed throughout the project by copying them on all meeting minutes, schedules and relevant project documents. We bring consultants to Owner meetings when appropriate for their scope of work. Our consultants understand that we are their point of contact and direction. They will work directly with the Owner's representatives at agreed upon points in the project.

(x) Quality control: Arrington Watkins uses a custom database to record and track information from the program, design meetings, phone communications, correspondence, contact information, and virtually every bit of useful information developed regarding the project. It produces conference reports, QA checklists, discipline reports, field reports, and construction logs. Meeting minutes are used to record and assign action items for team members. We also use Building Information Model (BIM) software to develop plans and check constructability.

(xi) Safety: Arrington Watkins recognizes that everyone is responsible for maintaining a safe job site.

We adhere to the contractor's job site safety plan and wear correct PPE gear. We will notify the Contractor and Owner of any potential safety issues we observe on site.

**B. Describe any alternate approaches if it is believed that such approaches would best suit the needs of the Town.**

We have reviewed the materials provided by the Town and toured the existing fire station. The Town has already invested time and effort in the concept for this project. Additionally, the project is small and there are limited reasonable options to accomplish the established goals. Therefore, we propose a reduced scope of services. The phased scope should include:

Pre-design: Data gathering, survey, critical issue identification, and budget allocation.

Design: Evaluate City's proposed solution, make adjustments, confirm ADA compliance, and propose solutions for critical issues. Prepare preliminary site plan, demo plan, floor plan, sections, and elevations. Provide specification section outline and equipment data sheets. Provide concept grading and utility. Provide 3D model for illustration purposes and provide a detailed estimate. Resolve issues with Maricopa weather station, SRP work, and electrical switch over at fueling station.

Construction Documents: Complete drawings and specifications necessary for permit and bidding. Provide final estimate update.

Bidding and construction phases will proceed per the Town's normal processes. Please review our proposed Project Schedule.

TOWN OF FOUNTAIN HILLS  
DEVELOPMENT SERVICES DEPARTMENT

SECTION A

PART IV. VENDOR INFORMATION FORM

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

Arrington Watkins Architects

VENDOR SUBMITTING SOQ

David W. Watkins

PRINTED NAME AND TITLE

5240 N. 16th Street Suite 101

ADDRESS

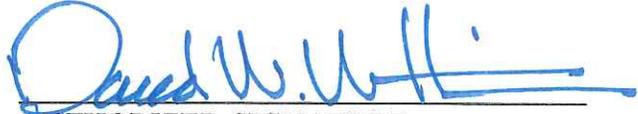
Phoenix Arizona 85016

CITY STATE ZIP

WEB SITE: www.awarch.com

836776005

FEDERAL TAX ID NUMBER



AUTHORIZED SIGNATURE

602-279-4373

TELEPHONE

602-279-9110

FAX #

August 9, 2012

DATE

E-MAIL ADDRESS: dwatkins@awarch.com

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

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

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise? **No**

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

## Resume



### Education:

Masters of  
Architecture  
Arizona State  
University  
1994

Bachelor of  
Architecture  
Arizona State  
University  
1992

### Licenses:

Arizona # 30774

Years of  
Experience:  
27 years

Years with Firm:  
17 years

## Matt Gorman, Project Manager, RA

Matt has performed a broad spectrum of building related design tasks in the fields of architecture, facilities management and mechanical engineering. While employed at Arrington Watkins Architects, he has acted as senior designer and project manager, assisting clients with projects of diverse size and scope. Past public work projects have included fire stations, police stations, training facilities, evidence facilities, maintenance/repair facilities and office buildings. His projects have ranged in size from a single room to 1 million SF of facilities on 500 acre campuses. Matt has completed projects in many states, under all major building codes.

### PROJECT EXPERIENCE

#### **Salt River Pima Maricopa Indian Community Police / Fire Facility** Scottsdale, Arizona

21,340 SF  
\$4,334,836

#### **City of Phoenix Fire Station #56**

Phoenix, Arizona  
13,500 SF  
\$4,000,000

#### **City of Phoenix Fire Station #62**

Phoenix, Arizona  
8,500 SF  
\$1,500,000

#### **Ak-Chin Fire Station**

Maricopa, Arizona  
18,340 SF  
\$2,689,000

#### **SRP / MIC Police and Fire Headquarters Training Center Master Plan including Fire Station**

Scottsdale, Arizona  
151,000 SF Building / 27 Acres  
78,000 SF Parking Garage  
\$55,000,000 (Est.)

#### **Cactus Park Police Precinct Substation Replacement**

Phoenix, Arizona  
36,000 SF of Renovation  
Project is on hold

#### **Estrella Mountain Precinct**

Phoenix, Arizona  
25,884 SF  
\$10,081,000

## Resume



### Education:

Master of  
Architectural  
Engineering  
University of  
Technology  
Baghdad, Iraq

### Licenses:

Arizona #51432

### Years of

### Experience:

18 years

### Years with Firm:

8 years

## Bashar Shammam, Project Architect RA

Bashar holds a Master Degree in Architectural Engineering. He moved to Arizona in 2003 after living in Canada for seven years. Bashar just recently received his Arizona Architect license. He will work closely with Matt and be responsible for coordinating and driving the work of in-house personnel and consultants. He also performs some of the functions of a project manager: controlling the technical quality of the project, planning the project tasks, managing the team, meeting schedules and serving the client. Bashar is currently working on the Komatke Clinic for EMS building Renovation and also the El Mirage Police Station.

### PROJECT EXPERIENCE

#### **Central Arizona College Police and Fire Training Master Plan & Phase I**

Coolidge, Arizona

\$42,000,000

25 acres were set aside for the expansion

#### **Central Arizona College Fire Training Facility - Phase I of Master Plan**

Coolidge, Arizona

\$2,574,140

34,800 SF

#### **Komatke Clinic for EMS Building Remodel**

Laveen, Arizona

6,928 SF

\$611,000

#### **Mortenson TI**

Chandler, Arizona

\$500,000

9,000 SF

#### **City of Phoenix Barrister Relocation TI**

Phoenix, Arizona

\$493,325

7,000 SF

#### **NACO Border Patrol Station Firing Range**

Bisbee, Arizona

\$2,500,000

12,110 SF

#### **LVCVA Metro Police Substation**

Las Vegas, Nevada

26,700 SF

\$16,427,000



Arrington Watkins Architects

## Resume



### Education:

Bachelor of Science  
in Mechanical  
Engineering  
Montana State  
University  
1983

### Licenses:

Arizona #20975

### Years of

### Experience:

29 years

### Years with Firm:

19 years

## Lance A. Jones, P.E. Mechanical Engineer

Lance has extensive experience in the analysis and design of heating, ventilation and air conditioning systems. He directs a staff of mechanical engineers, designers and CAD operators in the preparation of technical reports, engineering investigations and concept studies; preparation of preliminary and final design; preparation of contract drawings and specifications; cost estimating and preparation of sketches; and plan checking activities. Lance also provides value engineering, support during construction, observation and other Construction Phase services.

### PROJECT EXPERIENCE

#### **Salt River Pima Maricopa Indian Community Police / Fire Facility**

Scottsdale, Arizona

21,340 SF

\$4,334,836

#### **City of Phoenix Fire Station #56**

Phoenix, Arizona

13,500 SF

\$4,000,000

#### **City of Phoenix Fire Station #62**

Phoenix, Arizona

8,500 SF

\$1,500,000

#### **Ak-Chin Fire Station**

Maricopa, Arizona

18,340 SF

\$2,689,000

#### **City of Phoenix Fire Station #43**

12 person, 17,000 SF fire station with Battalion Chief Office, four bays, 1,000 SF community Room, 800 SF Weight Room, and 5,000 SF office space. Sleeping quarters to be dormitory style with individual 10' x 10' bedrooms. The kitchen will be commercial grade.

#### **City of Phoenix Fire Station #54**

This project included a 12 person station, four bays, 13,500 SF fire station. The facility included fitness room, community room, sleeping quarters, restrooms, kitchen, fuel island, and heating by gas. Green design but no LEED certification sought.

#### **City of Phoenix Fire Station #50 (LEED Certified)**

The project is a 12 person station, four bays, 13,500 SF fire station located on 2.2 acres. The facility includes fitness, training, sleeping quarters, kitchen, 2,000-gallon fuel storage tank, and natural gas fired emergency generator.

## Resume



### Education:

Bachelor of  
Engineering in  
Technology  
University of Toledo  
1989

### Licenses:

Arizona #37828

### Years of

### Experience:

31 years

### Years with Firm:

10 years

## Gerald Katafiasz, P.E. Electrical Engineer

Gerry specializes in electrical system design, with proficiency in the following areas: telecommunication distribution, fire alarm systems, security and card access systems, and electrical distribution (including medium voltage) systems. He also has experience with sound systems, CCTV, lighting design and electrical system surveys. His project responsibility includes project management, conceptual budgeting, project design and specifications, and electrical and special system surveys.

### PROJECT EXPERIENCE

#### **Salt River Pima Maricopa Indian Community Police / Fire Facility**

Scottsdale, Arizona

21,340 SF

\$4,334,836

#### **City of Phoenix Fire Station #56**

Phoenix, Arizona

13,500 SF

\$4,000,000

#### **Ak-Chin Fire Station**

Maricopa, Arizona

18,340 SF

\$2,689,000

#### **City of Phoenix Fire Station #50 (LEED Certified)**

The project is a 12 person station, four bays, 13,500 SF fire station located on 2.2 acres. The facility includes fitness, training, sleeping quarters, kitchen, 2,000-gallon fuel storage tank, and natural gas fired emergency generator.

#### **City of Glendale - Fire Station #151**

Special systems design for the relocation of a 17,600 SF fire station which includes four bays, kitchen, dining, dayroom, eight dorm rooms, fitness room, and support functions. Special systems included telecommunication cabling, security/access control, fire alarm, CATV/CCTV distribution, and audio visual.

#### **City of Glendale Fire Department Office TI**

Tenant improvement of an approximately 11,700 SF third floor office space for the Fire Department. Electrical scope includes upgrading the fire alarm and duct detection to add detectors at each unit and install new fire alarm panel to serve the space; remove, relocate and re-circuit the existing lighting fixtures; new receptacle and tele/data outlet placement; power circuitry for new space, and connections to new HVAC equipment.

## Resume`



### Education:

Master of Science,  
Geotechnical  
Engineering  
Arizona State  
University  
1989

Bachelor of Science  
Geological  
Engineering  
University of Nevada  
Reno  
1984

### Licenses:

Arizona #25003

### Years of

### Experience:

26 years

### Years with Firm:

19 years

## Scott Neely, P.E. Geotechnical Engineer

Scott is a senior project manager in Terracon's Tempe, AZ office. With over 26 years of technical and administrative experience in the engineering industry, Scott is responsible for the management of geotechnical projects in Arizona and review/consultation with other Terracon offices in the western United States.

Scott has directly managed projects and staff in highway transportation projects including pavement, bridges and slope stability, pipelines, transmission lines, conventional power plants, thermal solar power plants, photovoltaic solar fields, municipal and county roadways, high rise buildings, airports, industrial sites, commercial, retail, and telecommunication towers. In addition, Scott has design experience in the areas of micropile foundations for transmission line towers, slope stabilization drawings using micropiles, rock bolts, soil nails and mechanically stabilized earth walls and design of rockfall netting.

## PROJECT EXPERIENCE

### Fountain Hills Boulevard Shoulder Expansion

Fountain Hills, Arizona

This project included approximately 2.5 miles of street widening to add paved shoulders as part of a Congestion Mitigation and Air Quality (CMAQ) grant. Terracon completed the required geotechnical study and pavement design for the project.

### City of Phoenix Fire Station #56

Phoenix, Arizona

13,500 SF  
\$4,000,000

### City of Phoenix Fire Station #62

Phoenix, Arizona

8,500 SF  
\$1,500,000

### Fire Station #02

Kingman, Arizona

The site was 5 acres in plan area, though only the southern half was developed. The proposed building was approximately 15,000 square feet in plan area and included four apparatus bays, accommodations for 15 fire fighters, meeting/training room for personnel, and a public museum to house a 1922 American LaFrance fire engine.



## Resume



### Education:

BS Civil Engineering,  
Arizona State  
University  
1993

### Licenses:

Arizona #32880

### Years of

### Experience:

33 years

### Years with Firm:

12 years

**Dibble**  
Engineering

## Kent Norcross P.E. Civil Engineer

With 33 years of experience in the civil engineering and construction industries, Kent has been responsible for the planning, design, and construction administration of both private and public works projects. His varied background in civil engineering includes project management, feasibility studies, master plans, construction plans, and preliminary and final design of water, sewer, fire protection, grading and drainage, streets, and parking facilities.

### PROJECT EXPERIENCE

#### **Town of Fountain Hills: Civic Center, Phase II**

Role: Project Principal

Dibble was the civil engineering consultant for the Design-Build team. We provided civil design and construction administration for the site work and infrastructure for the 32,000 SF government complex on a 2.5-acre site.

#### **Buckeye Valley Fire District: Buckeye Valley Fire Station**

Role: Project Principal

Dibble provided site civil engineering services for a 12,000 SF fire station on an approximately five acre parcel. The site includes the building, associated parking, drive aisles, and a fire fighter park.

#### **City of Chandler: Fire Training Academy Expansion**

Role: Project Principal

This project involved a 95,000 SF expansion to the City of Chandler's Fire Training Academy. Dibble provided site layout, site grading, utilities, and parking design on the 2.2-acre site.

#### **City of Chandler: Fire Training Center and Fire Station #3 Improvements**

Role: Project Principal

Dibble provided civil engineering services.

#### **City of Phoenix: Fire Station #55**

Role: Project Principal

Dibble provided site civil engineering and construction administration services for the fire station. Our scope of services included site, off-site utility, and channel design, as well as off-site flow analysis.

#### **Sedona Fire District: Slide Rock State Park Fire Station**

Role: Project Principal

Dibble is providing site and utility design of a 3,000 SF fire station located at the Sedona Slide Rock State Park. The first phase of this project includes the conceptual site layout only.

#### **Sun City Fire District: Fire Station**

Role: Project Principal

Dibble is providing site and utility improvements associated with the demolition of an existing fire station, and the construction of a new fire station within the existing building footprint located at 99th Avenue and Bell Road.

## Resume



### Education:

ACEC Leadership in  
Engineering  
Administration  
Program  
2010

Bachelor of Science  
Environmental  
Science  
Northern Arizona  
University  
1992

### Licenses:

N/A

Years of  
Experience:  
23 years

Years with Firm:  
15 years

## David Matson, CHMM Environmental Engineer

David manages due diligence services in the Phoenix, Arizona office and is responsible for client management, reviewing projects, performing services, business development, and mentoring junior staff.

David is a qualified Environmental Professional (EP) as defined by ASTM E 1527-05. He has over twenty years of progressive environmental experience and has performed a variety of functions including environmental site assessments, National Environmental Policy Act (NEPA) reviews for federal undertakings, asbestos and lead surveys and abatements, natural resource and Brownfields assessments, underground storage tank removals and remedial investigations, and geotechnical investigations. David has trained coworkers in All Appropriate Inquiry (AAI) concepts and given environmental compliance and asbestos awareness presentations to clients.

### PROJECT EXPERIENCE

#### Environmental Site Assessments

David has performed or managed more than 1,750 Phase I Environmental Site Assessments (ESAs) at industrial manufacturing facilities, multi-tenant industrial complexes, automotive repair facilities, and portfolios consisting of telecommunications, agronomy and restaurant properties throughout the United States. He has evaluated business environmental risks in conjunction with Phase I assessments, such as asbestos, radon, lead paint, lead in drinking water, floodplains and wetlands.

#### Asbestos Due Diligence

David has performed or managed over 750 NEPA Assessments for various federal undertakings, mainly FCC projects on behalf of numerous major carriers in the telecommunications industry. Services included Section 106 reviews, tribal and local government consultation, public notification, and preparing and reviewing reports. David has also completed several detailed long-term Environmental Assessments (EAs) for other federal agencies including the Federal Aviation Administration, the Bureau of Indian Affairs, and the Bureau of Reclamation.

#### Environmental Health & Safety Services

David has managed dozens of projects involving spill cleanups, tank replacements, lead paint stabilization, mold and other indoor air quality (IAQ) assessments, and battery removal/disposal at existing commercial and light industrial facilities throughout the U.S.

#### Mold Assessment

David has performed mold assessments of a wide variety of buildings and office complexes. Services generally include visual assessment, moisture level monitoring, collection of spore trap air clearance samples in abatement containment areas, interpretation of analytical results, reporting demolition guidance.



## Resume



### Education:

M.S. in Civil  
& Structural  
Engineering  
University of  
California at Davis  
1997

B.S. in Civil  
Engineering  
University of  
California at Davis  
1994

### Licenses:

Arizona #50497

### Years of

### Experience:

17 years

### Years with Firm:

16 years

## D. Todd Elayer, S.E. LEED AP

Todd is an Associate Principal with Buehler & Buehler Structural Engineers, Inc. with 17 years of structural design experience. In 2009, he opened the Phoenix branch office. Todd has managed and designed a wide variety of projects, ranging from 39-story concrete high rise condominiums to single story wood-framed residential buildings. He has also provided plan review and peer review services for local jurisdictions and the Division of the State Architect.

Todd's project experience has given him the opportunity to broaden his technical expertise to utilize the most sophisticated software analysis applications in the industry. He has been involved with projects incorporating integrated project delivery systems, design-build projects, and traditional delivery methods. Todd is an active member of SEAOC, and recently served on the Board of Directors for the Central California section. He also maintains memberships with AISC and the Precast/Prestressed Concrete Institute. In addition, Todd serves as the Chair of Buehler and Buehler's in-house Design and Practice Standards Committee.

## PROJECT EXPERIENCE

**El Dorado Hills Fire Station #85**  
El Dorado Hills, California

**El Dorado Hills Fire Station #87**  
El Dorado Hills, California  
13,000 SF  
\$4,800,000

**Lincoln Plaza Fire Station #33**  
Sacramento, California  
12,500 SF  
\$3,900,000

**Lincoln Plaza Fire Station #34**  
Sacramento, California  
13,700 SF  
\$4,400,000

**City of Sacramento 911 Call Center**  
Sacramento, California  
40,000 SF  
\$9,000,000

**Lake County 911 Call Center**  
3,000 SF  
\$1,000,000

**State of California Office of Emergency Services Headquarters**  
Rancho Cordova, California  
120,000 SF  
\$22,000,000



## Resume`



### Education:

Bachelor of Science  
Urban Planning  
with an emphasis  
in Landscape  
Architecture  
Arizona State  
University  
1983

### Licenses:

Arizona #22612

### Years of

### Experience:

25 years

### Years with Firm:

16 years

## Kristina Floor, FASLA, LEED AP BD+C

Kris serves as Studio Director and Design Principal for the SmithGroupJJR landscape architecture studio, participating as a team member in all phases of the design process to create the theme and identity for each project. She is directly involved in the development of the stated project goals and ensures these goals are maintained throughout the implementation of the project. Kris' strong hardscape design skills and knowledge of indigenous plant materials of multiple regions have resulted in expressive landscapes with an inherent sense of design. Kris has over 25 years of project experience, with a primary focus on site planning and landscape design for mixed-use, retail, commercial office, streetscapes, hospitality, parks, residential and healing gardens.

### PROJECT EXPERIENCE

#### **Ak-Chin Fire Station**

Maricopa, Arizona  
18,340 SF  
\$2,689,000

#### **Paradise Valley Fire Station #1**

Paradise Valley, Arizona  
New Fire Station located on 2 acres.

#### **Paradise Valley Fire Station #2**

Paradise Valley, Arizona  
New Fire Station located on 2 acres.

#### **Estrella Mountain Precinct**

Phoenix, Arizona  
25,884 SF  
\$10,081,000

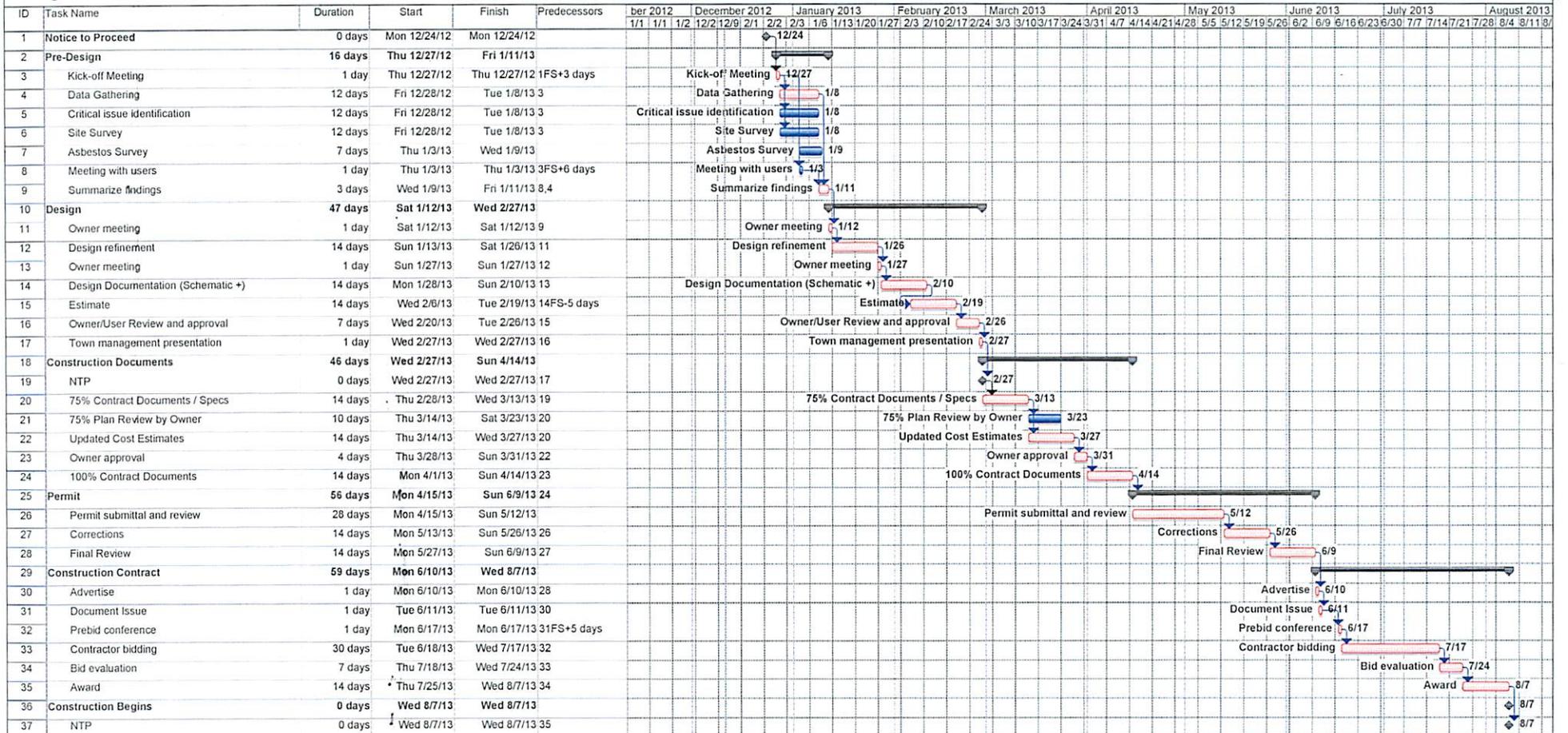
#### **City of Goodyear Operations Center Master Plan + Phase 1 Implementation**

Goodyear, Arizona  
96-acre community Master Plan located south of Phoenix. Phase 1 consists of a 3.5-acre site for the Public Works Yard, a one acre site for the 911 Police Dispatch Center, and the conceptual design of a community park that will be the location of the City's historic train depot. The overall site Master Landscape Plan is based on the existing City of Goodyear landscape design guidelines, while considering a LEED-Certified standard. Landscape Architect.

## SCHEDULE OF WORK

- A. Consultant shall complete all Services required under the Pre-Design and Architectural Programming Phase within 21 working days after written authorization from the Town to proceed.
- B. Consultant shall complete all Services required under the Schematic Design Phase within 21 working days after written authorization from the Town to proceed.
- C. Consultant shall complete all Services required under the Design Development Phase within 21 working days after receipt of a written authorization from the Town to proceed.
- D. Consultant shall complete all Services required under Construction Document Phase up through and including the Substantial Completion stage within 90 working days after receipt of a written authorization from the Town to proceed. Excluded from this duration is the time associated with the construction document back-check stage.
- E. Consultant shall proceed with all Services required under the Bidding Phase within 60 working days after receipt of a written authorization from the Town to proceed.
- F. Consultant shall proceed with all Services required under the Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by Town.
- G. The durations stated above include the review periods required by the Town and all other regulatory agencies.

# Town of Fountain Hills Design and Bid of Fire Station #1 Renovation



Project: Fountain Hills Fire Station  
Date: Tue 12/11/12

Task Split: Progress: Milestone: Summary: Project Summary: External Tasks: External Milestone: Deadline: Critical Path:

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ARRINGTON WATKINS ARCHITECTS, LLC

[Scope of Work]

See following pages.

## **ARCHITECT SCOPE OF WORK FOR DESIGN-BID-BUILD PROJECT**

### Contents

Services are described in the following Sections:

- A. General Requirements
- B. Pre-Design Phase
- C. Programming Phase
- D. Schematic Design Phase
- E. Design Development Phase
- F. Construction Document Phase
- G. Bidding Phase
- H. Construction Phase
- I. Post Construction Phase

### **A. GENERAL REQUIREMENTS**

1. The Project is generally described as follows: Fire Station #1 Renovation
2. FOUNTAIN HILLS' REPRESENTATIVES for this project Paul Mood and Scott LaGreca
3. ARCHITECT shall be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other Services furnished by ARCHITECT under this Agreement. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services. ARCHITECT to provide a detailed scope of work to cover all aspects and disciplines necessary to provide a fully operational and functional facility.
4. The Agreement sets forth the construction budget for the Project. ARCHITECT shall complete the Schematic Design, Design Development, and Construction Documents, such that construction cost of the Project designed by ARCHITECT will not exceed the construction budget of \$350,000 and shall not proceed from one phase to another unless the budget for the phase in is compliance with the construction budget or any approved revised construction budget. If at any time during the design of the Project it appears the cost of construction may exceed the construction budget, ARCHITECT shall immediately notify FOUNTAIN HILLS.
5. ARCHITECT shall maintain a log of site visits or discussions held in conjunction with the Services, with documentation of major discussion points, observations, decisions, question or comments. These shall be furnished to FOUNTAIN HILLS for inclusion in the overall Project documentation.
6. All Services performed under this Agreement shall be performed by or under the direct supervision of persons then licensed in the State of Arizona to perform these Services. The

name of each such licensed individual shall be listed on the title sheet of the Plans and Specifications.

7. All designs and specifications prepared by ARCHITECT shall comply with the Americans with Disabilities Act, as determined by permitting agencies.
8. If ARCHITECT provides defective, incomplete, unclear, or uncoordinated documents in preparing the Specifications and Contract Documents, all costs of responding to any protest or appeal or of any necessary rebidding will be borne by ARCHITECT.

## **B. PRE-DESIGN PHASE**

### **1. PROJECT INITIATION**

- 1.1 Upon final execution of the Contract with FOUNTAIN HILLS, the ARCHITECT shall:
  - 1.1.1 Prepare task analysis and work plan that will identify specific tasks including, but not limited to: data collection, required FOUNTAIN HILLS filing standards, analysis, report preparation, planning, Schematic Design Phase, Design Development Phase and Construction Document Phase. Also identified will be Design Phase Milestone activities or dates, specific task responsibilities including presentations, estimates and required times for completion and additional definition of deliverables.
  - 1.1.2 Review the developed work plan with FOUNTAIN HILLS and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
  - 1.1.3 Participate in a general **Project kick-off meeting** to include the ARCHITECT'S appropriate subconsultants, FOUNTAIN HILLS, and FOUNTAIN HILLS REPRESENTATIVES.
    - 1.1.3.1 The project kick-off meeting will introduce key team members from FOUNTAIN HILLS, the FOUNTAIN HILLS REPRESENTATIVES and the ARCHITECT to each other defining roles and responsibilities relative to the Project.
    - 1.1.3.2 Identify and review pertinent information and/or documentation necessary from FOUNTAIN HILLS for the completion of the Project.
    - 1.1.3.3 Review and explain the overall project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
    - 1.1.3.4 Review and explain the task analysis and project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
    - 1.1.3.6 ARCHITECT shall record and distribute Project Kick-off meeting minutes to all parties in attendance.

**C. DEVELOPMENT OF ARCHITECTURAL PROGRAM (PROGRAMMING PHASE)**

**No services.**

**D. SCHEMATIC DESIGN PHASE (SD)**

The ARCHITECT shall proceed with Schematic Design upon written authorization from FOUNTAIN HILLS. Schematic Design shall be prepared from the Pre-design Phase information and documents approved by FOUNTAIN HILLS.

**1. MEETINGS**

1.1 During the Schematic Design development it is anticipated that ONE meeting will convene between FOUNTAIN HILLS, its REPRESENTATIVE and the ARCHITECT to address specific design issues and to facilitate the decision making process. Such meetings shall be held at FOUNTAIN HILLS' Municipal Complex. Decisions made at such meetings and subsequently approved by FOUNTAIN HILLS shall be binding. ARCHITECT shall record and distribute meeting minutes to all parties in attendance.

**2. DELIVERABLES**

2.1 Upon completion of the Schematic Design Phase the ARCHITECT shall provide the appropriate number of copies for the following:

2.1.1 Schematic Design Drawings with alternates (if applicable), including:

Concept Site Plan

Floor Plan

Elevations

Sections

Roof Plan with drainage concept

Foundation plan (hand sketched on Architectural background)

Roof Framing Plan (hand sketched on Architectural background)

Mechanical Plan (hand sketched on Architectural background)

Water and Waste Piping Plan (hand sketched on Architectural background)

Lighting Plan (hand sketched on Architectural background)

Power Plan (hand sketched on Architectural background)

Landscape Plan indicating plants (hand sketched on Architectural background)

Drawings will be provided electronically in PDF format.

2.1.2 Schematic Design construction cost estimate:

2.1.2.1 This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work.

Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up. General conditions shall be applied separately.

2.1.2.2 The estimate shall separate the project's building cost from site and utilities cost.

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

#### **4. PERMITS**

Identify, coordinate and begin preparation of all regulatory agency reports, permits and inspections that will be required.

#### **E. DESIGN DEVELOPMENT PHASE (DD)**

##### **No Services**

#### **F. CONSTRUCTION DOCUMENTS PHASE (CD)**

The ARCHITECT shall proceed with the Construction Document phase upon written authorization from FOUNTAIN HILLS. Construction Documents shall be prepared from Schematic Design Documents approved by FOUNTAIN HILLS. The Construction Documents shall be for the purpose of the ARCHITECT submitting final documents to all Regulatory Agencies for permitting, after FOUNTAIN HILLS'S approval of the Construction Documents.

#### **1. MEETINGS**

During the Construction Document development it is anticipated that Four (4) meetings will convene to address specific design issues and to facilitate the decision making process. Such meetings shall be held at the Municipal Complex in the Town of Fountain Hills. Documented decisions made at such meetings and subsequently approved by FOUNTAIN HILLS shall be binding. ARCHITECT shall record and distribute meeting minutes to all parties in attendance.

#### **2. DELIVERABLES**

2.1 Construction Documents shall be presented to FOUNTAIN HILLS for review as follows:

2.1.1 **30 percent review set:** Drawings and specifications. Survey.

2.1.2 **90 percent review set:** Drawings, specifications and updated cost estimate

2.1.3 **100 percent complete** documents as outlined below.

2.2 Upon completion of the Construction Document Phase the ARCHITECT shall provide the appropriate number of copies for the following:

2.2.1 Complete Construction Drawings from all disciplines necessary to deliver the project

2.1.2 Complete Construction Specifications from all disciplines necessary to deliver the project

2.1.3 Final Construction Cost Estimate:

2.1.3.1 This estimate shall be prepared by specification section, identifying CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups and general conditions shall be listed separately.

### **3. PRESENTATION**

3.1 The ARCHITECT and REPRESENTATIVE shall present the detailed Construction Documents, construction estimate and preliminary construction schedule to the project team, facilities review committee and user groups.

### **4. PERMITTING**

4.1 Upon written authorization from FOUNTAIN HILLS, submit construction drawings to all FOUNTAIN HILLS for approval.

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

4.3 Upon approval from FOUNTAIN HILLS, ARCHITECT shall provide to FOUNTAIN HILLS any regulatory comments creating additional costs to the project.

4.4 ARCHITECT to furnish a complete, itemized list of all submittal requirements.

4.5 ARCHITECT to furnish a complete, itemized list of all special inspections required.

## **G. BIDDING PHASE SERVICES**

1. ARCHITECT shall coordinate the delivery of Bid Documents to FOUNTAIN HILLS.

2. In conjunction with FOUNTAIN HILLS, ARCHITECT shall facilitate a **Pre-bid Conference**. This conference shall be a forum for FOUNTAIN HILLS and ARCHITECT to explain the Project requirements to the bidders, including information concerning schedule requirements, time and cost control requirements, access requirements, FOUNTAIN HILLS' administrative requirements, technical and other information.

3. ARCHITECT shall respond to inquiries related to the Contract Documents. ARCHITECT shall tabulate and maintain a summary of the inquiries received (verbal and written) and the responses made.

4. ARCHITECT shall issue Addenda, if necessary for clarity and consistency among the bidders. ARCHITECT shall assure that a copy of all Addenda is provided to reproduction facility for distribution to all bidders.
5. ARCHITECT shall assist FOUNTAIN HILLS in conducting the bid opening and shall evaluate the bids for bidder responsibility (including previous experience, capabilities and reputation for similar work), bidder responsiveness (including conformance to instructions, specifications and financial data required) and price. ARCHITECT shall make recommendations to FOUNTAIN HILLS concerning the acceptance or rejection of bids.
6. Upon receipt of the bids, ARCHITECT shall evaluate the bids, including alternate prices and unit prices, and shall make a written recommendation to FOUNTAIN HILLS in regard to the award of the construction contract.
7. ARCHITECT shall assist FOUNTAIN HILLS in evaluating any bid protest filed.

## **H. CONSTRUCTION PHASE SERVICES**

### **1. PROGRAM MANAGEMENT**

- 1.1 In consultation with FOUNTAIN HILLS, the ARCHITECT shall facilitate a **Pre-Construction Conference** during which ARCHITECT shall review the Project organization, communication protocols, security, responsibilities and other general project procedures and other matters set forth in the Construction Contract documents. ARCHITECT shall record and distribute meeting minutes to all parties in attendance.
- 1.2 ARCHITECT shall periodically visit the Project site to provide contract administration and to be FOUNTAIN HILLS' representative and to establish and implement coordination and communication procedures among ARCHITECT, FOUNTAIN HILLS and Contractors. Construction observation for the Project shall be performed by personnel of ARCHITECT with sufficient expertise to determine whether the construction is proceeding in accordance with the Construction Contract Documents. If the lead ARCHITECT is not a part of the on-site management team the ARCHITECT or subconsultants shall visit the site as needed to review the construction progress.
- 1.3 ARCHITECT shall establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, substitutes and payment requests and the maintenance of Logs for tracking all relevant information related to the above. As FOUNTAIN HILLS' representative at the construction site, if provided for in the Construction Phase Procedures approved by FOUNTAIN HILLS, ARCHITECT shall be the party to whom requests for information, submittals, Contractor schedule adjustments, substitutes, change order requests and payment applications shall be submitted.

- 1.4 ARCHITECT shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding FOUNTAIN HILLS against defects and deficiency in the work of the Contractor. While ARCHITECT shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the construction contractor in the performance of its contract, nor be responsible for the failure of the construction contractor to carry out work in accordance with the Contract Documents, ARCHITECT shall nevertheless advise FOUNTAIN HILLS whether the construction means, methods, techniques, sequences or procedures will delay the work or cause a defect in the work. ARCHITECT may notify FOUNTAIN HILLS and Contractor a notice of nonconforming work when it is the opinion of ARCHITECT or FOUNTAIN HILLS that the Work does not conform to the requirements of the Contract Documents. ARCHITECT is not authorized as a part of this service to change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents. No action taken by ARCHITECT shall relieve any or all of the Contractors from their obligation to perform their work in strict conformity with the Contract Documents and in strict conformity with all other applicable laws, rules and regulations. Such limits of authority shall be made clear and enforced by FOUNTAIN HILLS in the Contractor's Contract Documents. Communication between ARCHITECT and Contractor with regard to Quality Review shall not in any way be construed as binding ARCHITECT or FOUNTAIN HILLS as releasing the Contractor from the fulfillment of any of the terms of his Contract Documents. ARCHITECT is not responsible for, nor does ARCHITECT control, the means and methods of construction for the Project. It is understood that ARCHITECT'S action in providing Quality Review as stated herein is a service to FOUNTAIN HILLS and by performing as provided herein, ARCHITECT is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the construction work for the Project.
- 1.5 ARCHITECT shall preside over **bi-weekly construction meetings** at the Project site or FOUNTAIN HILLS' Municipal Center with Contractor and FOUNTAIN HILLS. ARCHITECT shall record and distribute meeting minutes to all parties in attendance.
- 1.6 ARCHITECT shall review submittals including but not limited to shop drawings, samples, product information, shop and mill test results, alternate products, O&M manuals and warranties for compliance with the Contract Documents. Upon review, submittals shall be marked with appropriate comments by ARCHITECT on six returned copies. Reviewed submittals shall be returned to the Contractor within (21) days of the original submittal date from the Contractor.
- 1.7 ARCHITECT shall respond to Requests for Information. ARCHITECT shall issue, as necessary, written and verbal interpretations and clarifications of the Contract Documents. ARCHITECT shall prepare sketches to clarify Contract Documents where necessary. Responses shall be returned to the contractor within (7) days of the original submittal date by the contractor.

- 1.8 If any errors are discovered in the plans and specifications, ARCHITECT shall issue supplemental drawings or details to clarify issues to the contractor. ARCHITECT shall indicate if items are for clarification only or added scope (cost) to the Contractor. ARCHITECT shall not be compensated for such services.
- 1.9 Technical inspections and testing shall be coordinated by the CONTRACTOR. CONTRACTOR shall be provided a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period for the ARCHITECT'S review. ARCHITECT is not responsible for providing, nor does ARCHITECT control, the actual performance of technical inspection and testing. ARCHITECT is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for any part of such inspection and testing.
- 1.11 ARCHITECT shall perform, or subcontract qualified persons to perform, all Special Inspections including but not limited to structural and mechanical inspections.
- 1.12 ARCHITECT to review and approve all Contractor pay applications prior to submittal to Fountain Hills.
- 1.13 ARCHITECT shall review all requests for changes to the contract time or price submitted by a Contractor, assemble information concerning the request and endeavor to determine the cause of the requests and make recommendations to FOUNTAIN HILLS with respect to acceptance of the requests. ARCHITECT will implement FOUNTAIN HILLS' decisions regarding all requests for changes. All changes to the Construction Contract between FOUNTAIN HILLS and Contractor shall only be made by change orders executed by FOUNTAIN HILLS.
- 1.14 ARCHITECT will review the contractors' as-built drawings throughout the construction phase to insure that they are updated monthly and current. As-builts shall be submitted to the ARCHITECT by the Contractor for their review and certification prior to final completion.
- 1.15 ARCHITECT shall receive from the Contractor as-built drawings, operation and maintenance manuals, warranties and guarantees for materials and equipment installed on the Project, and review such documents for completeness and submit one complete package of the documents to FOUNTAIN HILLS.
- 1.16 In consultation with FOUNTAIN HILLS' inspectors, ARCHITECT shall review the Contractor's request for Substantial Completion and Final Completion and recommend to FOUNTAIN HILLS when the Project and the Contractor's Work has achieved Substantial and Final Completion. ARCHITECT shall, prior to issuing a Certificate of Substantial Completion, compile a list of incomplete work (punch list) which does not conform to the Contract Documents. This list shall be attached to the Certificate of Substantial Completion. ARCHITECT shall issue the Certificate of Substantial Completion and Certificate of Final Completion to the Contractor only after approval from FOUNTAIN HILLS. ARCHITECT shall provide to FOUNTAIN HILLS a written recommendation regarding final payment to the Contractor.

## **2. TIME MANAGEMENT**

- 2.1 Upon receipt of the initial contract schedule and preliminary contract schedule, ARCHITECT shall review such schedules and provide comments to FOUNTAIN HILLS. ARCHITECT shall also review Contractor requests for time extensions recovery schedules as required.
- 2.2 ARCHITECT shall review the Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Contract Documents.
- 2.3 ARCHITECT shall, on a monthly basis, review the progress of construction of each Contractor, shall evaluate the percentage complete of each construction activity as indicated in the Contractor's Construction Schedule and shall review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule Report that shall be prepared and distributed to FOUNTAIN HILLS. The Report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. ARCHITECT shall advise and make recommendations to FOUNTAIN HILLS concerning the alternative courses of action that FOUNTAIN HILLS may take in its efforts to achieve contract compliance by the Contractor.
- 2.4 Prior to the issuance of any change orders, ARCHITECT shall advise FOUNTAIN HILLS as to the effect of the Change Order on the Schedule.
- 2.5 ARCHITECT shall review any recovery schedule submitted by the Contractor for compliance with the Contract Documents.

## **3. COST MANAGEMENT**

- 3.1 ARCHITECT shall establish and implement a change order control system. All proposed change orders shall first be described in detail by ARCHITECT in a request for a proposal to the Contractor, and shall be accompanied by technical drawings and specifications prepared by the ARCHITECT. In response to the request for a proposal, the Contractor shall submit to ARCHITECT for evaluation detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed change work order. ARCHITECT shall discuss the proposed change order with the Contractor and endeavor to determine the Contractor's basis of the cost and time impacts of performing the work. ARCHITECT shall review and provide FOUNTAIN HILLS with written reports as to engineering soundness and construction practicality regarding such decisions made or actions taken by the ARCHITECT. ARCHITECT shall make recommendations to FOUNTAIN HILLS as to engineering soundness of the proposed change and whether ARCHITECT believes the change in the work is in the best interest of the Project, prior to FOUNTAIN HILLS' execution of change orders. ARCHITECT shall verify that change order work and adjustments of

time, if any, required by approved change orders have been incorporated in to the Contractor's Construction Schedule.

- 3.2 In instances when a lump sum or unit price is not determined prior to performing work described in a request for a proposal, ARCHITECT shall request from the Contractor records of the cost of payroll, materials and equipment and the amount of payments to subcontractor's incurred by the Contractor in performing the work.
- 3.3 ARCHITECT shall review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. ARCHITECT shall make appropriate adjustments to each payment application and shall provide and forward to FOUNTAIN HILLS a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage, actual amounts owed for the current period and an updated schedule for work completed to date. Included in this report shall be a Certificate of Payment that shall be signed by ARCHITECT and delivered to FOUNTAIN HILLS. The issuance of a Certificate of Payment by ARCHITECT shall constitute a representation by ARCHITECT to FOUNTAIN HILLS, based on ARCHITECT'S observations and inspections at the site and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated; that, to the best of ARCHITECT'S knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, and to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the application for payment); and that the Contractor is entitled to payment in the amount certified. Issuance of a Certificate of Payment shall not be a representation that ARCHITECT has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the contract sum.

## **I. POST-CONSTRUCTION PHASE SERVICES**

### **1. PROJECT MANAGEMENT**

- 1.1 ARCHITECT shall provide final inspections and prepare final punch list to be attached to the Certificate of Substantial Completion.
- 1.4 ARCHITECT shall perform ONE back check of the punch list. If additional trips are required for incomplete items they will be performed at FOUNTAIN HILLS' expense.
- 1.5 ARCHITECT shall submit a recommendation for acceptance of the project to FOUNTAIN HILLS and issue a Certificate of Substantial Completion upon FOUNTAIN HILLS' concurrence.

- 1.6 ARCHITECT shall receive as-built drawings from Contractor and incorporate changes onto 4 mil mylar drawings and deliver to FOUNTAIN HILLS Staff. The ARCHITECT is not responsible for the accuracy nor completeness of the as-built drawings received from the CONTRACTOR and therefore is not responsible for the accuracy nor completeness of the final mylar set.
- 1.7 Prior to the Final Completion of the Project, ARCHITECT shall review manufacturers' operations and maintenance manuals, warranties and guarantees as compiled by the Contractors, and submit one complete package to FOUNTAIN HILLS.
- 1.8 ARCHITECT shall submit a recommendation for final acceptance of the project to FOUNTAIN HILLS and issue a Certificate of Final Completion, upon FOUNTAIN HILLS'S concurrence.
- 1.9 ARCHITECT shall respond to warranty issues as needed for a period of 1 year after final acceptance of the project. ARCHITECT shall schedule and conduct a warranty inspection 10 months after final acceptance of the Project with FOUNTAIN HILLS and Contractor.

## **2. COST MANAGEMENT**

ARCHITECT shall continue to provide services related to change orders during the Post-Construction Phase.

## **3. MANAGEMENT INFORMATION SYSTEMS (MIS)**

At the conclusion of the Project, ARCHITECT shall submit all project documents prepared by the design team and received from the CONTRACTOR to FOUNTAIN HILLS in (1) complete package.

**EXHIBIT B**  
**ARCHITECT KEY PERSONNEL AND SUBCONTRACTORS**

**ARCHITECT KEY PERSONNEL:**

David Watkins, Principal  
Matthew Gorman, Associate Architect and Architect of Record  
Bashar Shammam, Architect  
Marc Benfield, Project Coordinator

**SUBCONSULTANTS:**

Buehler and Buehler: Structural Engineers  
Todd Elayer, Structural Engineer of Record

LSW Engineers: Mechanical, Plumbing and Electrical Engineers  
Lance Jones, Mechanical Engineer  
Gerald Katafiasz, Electrical Engineer

Smithgroup JJR: Landscape  
Kris Floor, Landscape Architect

Terracon: Asbestos Testing, Special Structural Inspections  
Scott D Neely, Engineer of Record

Dibble Engineering: Civil Engineers  
Kent Norcross, Civil Engineer

## **EXHIBIT C SCHEDULE OF WORK**

- A. Promptly after the execution of this Agreement, the ARCHITECT shall prepare and submit for approval to FOUNTAIN HILLS a Schedule of Work showing the order in which ARCHITECT proposes to carry out ARCHITECT'S work. The schedule shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule shall be in the form of a progress chart clearly delineating all important increments and review dates. ARCHITECT shall update the Schedule of Work on a monthly basis and deliver to FOUNTAIN HILLS along with the monthly billing.
- B. ARCHITECT shall complete all work and services required under for the Pre-Design and ARCHITECTURAL Program scope within 15 working days after written authorization from FOUNTAIN HILLS to proceed.
- C. ARCHITECT shall complete all work and services required under Construction Document scope within 40 working days after receipt of a written authorization from FOUNTAIN HILLS to proceed. Excluded from this duration is the time associated with the construction document back-check stage.
- D. ARCHITECT shall proceed with all work and services required under the Bidding Phase within 30 working days after receipt of a written authorization from FOUNTAIN HILLS to proceed.
- E. ARCHITECT shall proceed with all work and services required under the Construction Phase, upon the commencement of construction, and shall continue through completion and acceptance of the Project by FOUNTAIN HILLS.
- F. The durations stated above include the review periods required by FOUNTAIN HILLS and all other regulatory agencies.
- G. All times to complete tasks set forth in this Exhibit are of the essence. If delays in schedules are imposed by FOUNTAIN HILLS'S inability to comply with requested meeting schedules, ARCHITECT shall maintain the right to request an adjustment in schedule if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by FOUNTAIN HILLS.

**EXHIBIT D  
PAYMENT SCHEDULE**

**A. COMPENSATION**

1. The consideration of payment to ARCHITECT, as provided herein shall be in full compensation for all of ARCHITECT'S work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.
2. Attached hereto as Exhibit E is the ARCHITECT'S hours and fee estimate for the Project. ARCHITECT'S fee shall not exceed the amounts:

<b>Description</b>	<b>Amount</b>
a. Pre-Design and Architectural Programming	<u>\$4,719</u>
b. Construction Document	<u>\$52,551</u>
c. Bid and Award Phase	<u>\$2,209</u>
d. Construction Phase and Post Construction	<u>\$21,034</u>
e. Topographic Survey	<u>\$2,000</u>
f. Asbestos Survey	<u>\$1,800</u>

**B. METHOD OF PAYMENT**

Invoices shall be on a form and in the format provided by FOUNTAIN HILLS and are to be submitted to FOUNTAIN HILLS via FOUNTAIN HILLS' authorized representative.

**C. REIMBURSABLE COSTS**

ARCHITECT will be reimbursed for expenses up to a maximum amount of \$ \$3,394.  
The items allowable for reimbursement are as follows:

1. Cost of transportation. (Mileage associated with Project, including to/from Project site at 50 cents per mile. Any out of state travel must receive prior approval of FOUNTAIN HILLS.)
2. Costs of printing

All reimbursable costs must be submitted with monthly bill.

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
ARRINGTON WATKINS ARCHITECTS, LLC

[Fee Proposal]

See following pages.

**Fountain Hills Fire Station #1 remodel**

revised **November 8, 2012**

**Summary**

**Arrington Watkins Architects, LLC**

5240 N. 16th St. #101, Phoenix, Arizona 85016

(602) 279-4373 Fax (602) 279-9110

SERVICES	PHASE TOTAL	ARCHITECT FEE	CONSULT'S FEE TOTALS	CONSULTANTS' FEE				
				Structural B&B	MPE LSW	Civil Dibble	Landscape Smithgroup	Terracon Geotechnical
<b>BASIC SERVICES</b>								
PRE-DESIGN	4,719	\$3,919	800		\$800			
SCHEMATIC DESIGN	11,020	\$6,270	4,750	\$1,400		\$2,800	\$550	
CONSTRUCTION DOCUMENTS	41,531	\$22,481	19,050	\$4,800	\$8,200	\$4,000	\$2,050	
BIDDING / NEGOTIATIONS	2,209	\$1,809	400			\$400		
<b>SUBTOTAL BASIC SERVICES</b>	<b>59,479</b>	<b>\$34,479</b>	<b>\$25,000</b>	<b>\$6,200</b>	<b>\$9,000</b>	<b>\$7,200</b>	<b>\$2,600</b>	<b>\$0</b>
<b>ADDITIONAL SERVICES</b>								
CONSTRUCTION ADMINISTRATION	21,034	\$13,234	7,800	\$2,800	\$4,000	\$1,000		
GEOTECHNICAL INVESTIGATION	-	\$0	-					
ASBESTOS SURVEY	1,800	\$0	1,800					\$1,800
SITE TOPOGRAPHIC SURVEY	2,000	\$0	2,000			\$2,000		
<b>SUBTOTAL ADDITIONAL SERVICES</b>	<b>24,834</b>	<b>\$13,234</b>	<b>\$11,600</b>	<b>\$2,800</b>	<b>\$4,000</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$1,800</b>
<b>TOTAL</b>	<b>\$84,313</b>	<b>\$47,713</b>	<b>\$36,600</b>	<b>\$9,000</b>	<b>\$13,000</b>	<b>\$10,200</b>	<b>\$2,600</b>	<b>\$1,800</b>
CONSULTANTS FEES		\$36,600						
ALLOWANCES								
ESTIMATED REIMBURSABLES		\$3,394						
<b>TOTAL SERVICES</b>		<b>\$87,707</b>						

**Fountain Hills Fire Station #1 remodel**

November 8, 2012

**Architect Fee Detail**

**Arrington Watkins Architects, LLC**

5240 N. 16th St. #101, Phoenix, Arizona 85016

(602) 279-4373 Fax (602) 279-9110

	<b>HOUR</b>	<b>PRINCIPAL</b>	<b>PROJECT MANAGER</b>	<b>ARCHTCT</b>	<b>PROJECT COORD</b>	<b>DRAFT</b>	<b>ADMIN</b>
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**PRE-DESIGN**

**1** Week

.01	Kick off meeting	9		4		4	1
.02	Field verification and record findings	10		4		4	2
.03	Coordinate topographic survey	1				1	
.04	Coordinate consultants	4				4	
.05	Review as-built	8				8	

<b>TOTAL HOURS THIS PHASE</b>	<b>32</b>						
<b>STAFF HOURS</b>	<b>32</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>21</b>	<b>2</b>	<b>1</b>
<b>RATE \$/HR</b>		<b>\$190.00</b>	<b>\$160.00</b>	<b>\$145.00</b>	<b>\$115.00</b>	<b>\$78.00</b>	<b>\$68.00</b>
<b>TOTAL FEE W/ OH/P</b>	<b>\$3,919</b>	<b>\$0</b>	<b>\$1,280</b>	<b>\$0</b>	<b>\$2,415</b>	<b>\$156</b>	<b>\$68</b>

**SCHEMATIC DESIGN**

**3** Weeks

.01	Prepare design documents for review	37	1	6		6	24
.02	Coordinate consultants	6		2		4	
.03	Owner Meeting	10		4		4	2
.04	Revisions	6				2	4
		0					

<b>TOTAL HOURS THIS PHASE</b>	<b>59</b>						
<b>STAFF HOURS</b>	<b>59</b>	<b>1</b>	<b>12</b>	<b>0</b>	<b>16</b>	<b>28</b>	<b>2</b>
<b>RATE \$/HR</b>		<b>\$190.00</b>	<b>\$160.00</b>	<b>\$145.00</b>	<b>\$115.00</b>	<b>\$78.00</b>	<b>\$68.00</b>
<b>TOTAL FEE W/ OH/P</b>	<b>\$6,270</b>	<b>\$190</b>	<b>\$1,920</b>	<b>\$0</b>	<b>\$1,840</b>	<b>\$2,184</b>	<b>\$136</b>

**CONSTRUCTION DOCUMENTS**

**5** Weeks

.01	Prepare 30% drawings	42		2		16	24
.02	Prepare 30% cost estimate	10		1		8	1
.03	Prepare 90% drawings	56		8		16	32
.04	Prepare 90% cost estimate	4		1		2	1
.05	Prepare 100% drawings	18		2		8	8
.06	Prepare specifications	35		3	24		8
.07	Meet with Owner (two)	15		8		4	3
.08	Submit drawings for plan review	3				3	

**Fountain Hills Fire Station #1 remodel**  
**Architect Fee Detail**

November 8, 2012

**Arrington Watkins Architects, LLC**

5240 N. 16th St. #101, Phoenix, Arizona 85016

(602) 279-4373 Fax (602) 279-9110

		<b>HOUR</b>	<b>PRINCIPAL</b>	<b>PROJECT MANAGER</b>	<b>ARCHTCT</b>	<b>PROJECT COORD</b>	<b>DRAFT</b>	<b>ADMIN</b>
.09	Coordinate consultants	8		2		6		
.10	Permit corrections response	12		4		8		

<b>TOTAL HOURS THIS PHASE</b>	<b>203</b>							
<b>STAFF HOURS</b>	<b>203</b>	<b>0</b>	<b>31</b>	<b>24</b>	<b>71</b>	<b>64</b>	<b>13</b>	
<b>RATE \$/HR</b>		<b>\$190.00</b>	<b>\$160.00</b>	<b>\$145.00</b>	<b>\$115.00</b>	<b>\$78.00</b>	<b>\$68.00</b>	
<b>TOTAL FEE W/ OH/P</b>	<b>\$22,481</b>	<b>\$0</b>	<b>\$4,960</b>	<b>\$3,480</b>	<b>\$8,165</b>	<b>\$4,992</b>	<b>\$884</b>	

**BIDDING / NEGOTIATIONS**

**3** Weeks

.01	Attend Pre-Bid Conference	7		3		3		1
.02	Bid services / RFI	8		2		4		2
.03		0						

<b>TOTAL HOURS THIS PHASE</b>	<b>15</b>							
<b>STAFF HOURS</b>	<b>15</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>3</b>	
<b>RATE \$/HR</b>		<b>\$190.00</b>	<b>\$160.00</b>	<b>\$145.00</b>	<b>\$115.00</b>	<b>\$78.00</b>	<b>\$68.00</b>	
<b>TOTAL FEE W/ OH/P</b>	<b>\$1,809</b>	<b>\$0</b>	<b>\$800</b>	<b>\$0</b>	<b>\$805</b>	<b>\$0</b>	<b>\$204</b>	

**CONSTRUCTION ADMINISTRATION**

**14** Weeks

.01	7 meetings/observation trips	40		15		21		4
.02	RFI's ASI's, CO's , etc.	12		2		8		2
.03	Submittlals and shop drawings	20		4		12		4
.04	Pay applications	2				2		
.05	Substantial completion walk (1)	9		4		4		1
.06	Punch list Walk (1)	7				5		2
.07	Final punch list walk (1)	6		3		2		1
.08	Closeout documents	5				4		1
.09	As-builts	10				2	6	2
.09	Coordinate consultants	2				2		

<b>TOTAL HOURS THIS PHASE</b>	<b>113</b>							
<b>STAFF HOURS</b>	<b>113</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>62</b>	<b>6</b>	<b>17</b>	
<b>RATE \$/HR</b>		<b>\$190.00</b>	<b>\$160.00</b>	<b>\$145.00</b>	<b>\$115.00</b>	<b>\$78.00</b>	<b>\$68.00</b>	
<b>TOTAL FEE W/ OH/P</b>	<b>\$13,234</b>	<b>\$0</b>	<b>\$4,480</b>	<b>\$0</b>	<b>\$7,130</b>	<b>\$468</b>	<b>\$1,156</b>	

