



CONTRACT/GRANT INFORMATION SHEET

Date: <i>8/12/14</i> Click here to enter a date.	
Staff's Name: <i>Paul Mood</i>	Department:
Vendor's Name: <i>HDR Construction Central Corporation #1356</i>	
Address: <i>3200 E. Camelback Rd, Suite #350 Phoenix, AZ 85018</i>	
Phone:	
Received W9 (if applicable): <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	
Business License # (if applicable):	Exp. Date: Click here to enter a date.

ACCOUNTING SUMMARY	Org	Object	Project/#	\$
Accounting Code:	<i>CIPST</i>	<i>8060</i>	<i>56005</i>	<i>411,878</i>
Accounting Code:				

CONTRACT SUMMARY

Contract Number Assigned:	<i>C2015-109</i>		
Contract Total:	<i>\$411,878</i>		
Brief Description of Service:	<i>Construction Management Services - Shea Blvd</i>		
Contract Beginning Date:	Click here to enter a date. <i>8/8/14</i>		
Contract Expiration Date:	Click here to enter a date. <i>8/8/16</i>		
Budgeted Expenditure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Budget Page #:	<i>331</i>		
Approved by Council:	<input checked="" type="checkbox"/> Yes; Date: <i>8/8/14</i>	<input type="checkbox"/> No	
Insurance Certificate provided:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Estimate Start Date:	Click here to enter a date.		
Estimate Completion Date:	Click here to enter a date.		

GRANT SUMMARY

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HDR CONSTRUCTION CONTROL CORPORATION**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of August 8, 2014, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and HDR Construction Control Corporation, a Nebraska corporation (the "Consultant").

RECITALS

A. The Town is in need of a construction manager for the Shea Boulevard widening project (the "Project").

B. Consultant has previously worked on design issues, constructability and construction phasing for the Project and possesses unique knowledge and skills, which will enable Consultant to provide superior construction management services that will benefit the Town.

C. Pursuant to Section 3-3-26 of the Town Code, the Town desires to enter into an Agreement with the Consultant for construction management services for the Shea Boulevard widening project (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 August 8, 2016, unless terminated as otherwise provided in this Agreement.

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

3. Compensation. The Town shall pay Consultant an amount not to exceed \$411,878.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit B.

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

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

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Consultant agrees to assign specific individuals to key positions. 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 represents that the Services rendered will conform to the customary professional standards in the field for similar services provided under similar circumstances at the same time and in the same locale.

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

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best,

Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

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

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

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

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

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

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

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with

respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

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

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

(2) Consultant's insurance shall be primary insurance as respects performance of the Agreement.

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

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

11.2 Required Insurance Coverage.

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

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

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

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

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

12. Termination; Cancellation.

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

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

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

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations

by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

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

12.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

13.12 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

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

13.14 Offset.

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

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

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

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Kenneth W. Buchanan, Town Manager

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

If to Consultant: HDR Construction Control Corporation
3200 East Camelback Road, Suite 350
Phoenix, Arizona 85018
Attn: Neil R. Richards, Vice President

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

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

13.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.18 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona

employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On *August 11*, 2014, before me personally appeared Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

Janice E. Baxter
Notary Public



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HDR CONSTRUCTION CONTROL CORPORATION

[Scope of Work]

See following pages.

**HDR CONSTRUCTION CONTROL CORPORATION
3200 EAST CAMELBACK ROAD, SUITE 350
PHOENIX, ARIZONA 85018**

CONSTRUCTION MANAGEMENT SCOPE OF WORK

1. Project Description.

The Shea Boulevard Widening Project generally consists of roadway construction, mill and overlay of existing asphalt, sidewalk improvements, traffic signal improvements, traffic signal interconnect, drainage improvements, signage and striping, landscaping and other miscellaneous work as required.

2. Construction Phase.

2.1 Project Management.

A. On-Site Management and Construction Phase Communication Procedures.

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

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

C. Construction Observation. Consultant shall establish and implement a program to observe and monitor the quality of the construction to ensure the Project is completed per the Contract Documents. The purpose of the program shall be to identify defects and deficiency in the work of the Construction Contractor. While Consultant shall not be responsible for construction means, methods, techniques, sequences and procedures employed by the

Construction Contractor in the performance of its contract, Consultant shall nevertheless advise the Town whether the construction means, methods, techniques, sequences or procedures will delay the work or cause a defect in the work. Consultant may, from time to time, issue work directives or field orders that consist of minor changes in the work not involving an adjustment in the contract sum or the contract time, but which are consistent with the overall intent of the Contract Documents. Consultant is authorized to reject work and transmit to the Town and Construction Contractor a notice of nonconforming work when the work does not conform to the requirements of the Contract Documents. Consultant is not authorized as a part of this service to change, revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to approve or accept any portion of the work not performed in accordance with the Contract Documents. In the event the Construction Contractor fails to correct deficient work, Consultant shall issue a stop work order on behalf of the Town until such deficiencies are corrected. No action taken by Consultant shall relieve the Construction Contractor from its obligation to perform its work in strict conformity with the Contract Documents and in strict conformity with all applicable laws, rules and regulations.

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

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

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

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

H. Record Drawings, Operation and Maintenance Materials. As required by the Contract Documents, Consultant shall receive from the Construction Contractor red-line

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

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

J. Project Close-out.

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

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

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

4. Simultaneously with Construction Contractor's request for final payment, Construction Contractor is required to submit the following items to

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

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

2.2 Time Management.

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

B. Construction Schedule Reports. Consultant shall, on a monthly basis and at the time of Construction Contractor's pay application, review the progress of construction, evaluate the percentage complete of each construction activity as indicated in the Construction Contractor's resource-loaded Construction Schedule and shall review such percentages with the Construction Contractor. Consultant shall advise and make recommendations to the Town concerning the alternative courses of action that the Town may take in its efforts to achieve contract compliance by the Construction Contractor.

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

D. Recovery Schedules. Where Construction Schedule delays are encountered, Consultant shall request a recovery schedule in writing from the Construction Contractor and review the recovery schedule for compliance with the Contract Documents. Any delays that may affect the Master Schedule shall be reported to the Town in writing.

2.3 Cost Management.

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

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

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

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

3. In addition to receiving the required information from the Construction Contractor documenting time, materials, equipment, and sub-contractors employed to complete the change of work, Consultant shall personally monitor and record work effort involved in the change of work. Consultant and Construction Contractor shall confer on a daily basis, and come to a mutual agreement on the time, materials, equipment, and sub-contractors' cost that day. As stipulated in the Contract

Documents, final cost of the change in the work shall be reflected and formalized in a Change Order, signed by both the Town and Construction Contractor.

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

C. Progress Payments. Consultant shall review the payment applications submitted by the Construction Contractor and determine whether the amount requested reflects the progress of the Construction Contractor's work. Consultant shall make appropriate adjustments to each payment application and shall provide and forward to the Town a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, percent work complete, percent payments made, retainage and actual amounts owed for the current period. Included in this report shall be a Certificate of Payment that shall be signed by Consultant and delivered to the Town. The issuance of a Certificate of Payment by Consultant shall constitute a representation by Consultant to the Town, based on Consultant's observations and inspections at the site and on the data comprising the Construction Contractor's application for payment, that: (1) the work has progressed to the point indicated; (2) to the best of Consultant's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to (a) an evaluation of the work for conformance with the Contract Documents upon Substantial Completion, (b) the results of any subsequent tests required by or performed under the Contract Documents, (c) minor deviations from the Contract Documents correctable prior to completion, and (d) any specific qualifications stated in the application for payment; (3) red-line construction record drawings are up to date; and (4) the Construction Contractor is entitled to payment in the amount certified.

2.4 Management Information System.

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

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

C. Construction Contractor's Safety Program Report. Consultant shall verify that a copy of Construction Contractor's safety program is available at the job site, as required in the Contract Documents, and shall include a copy of the Construction Contractor's weekly safety meeting agenda as an attachment to the weekly construction meeting minutes. Consultant shall not be responsible for or have any liability in whole or in part for Construction Contractor's implementation of, or compliance with, contractor safety programs and safety laws, regulations, etc., nor shall Consultant be responsible for the adequacy, or completeness, of contractor safety

programs or the Construction Contractor's compliance and performance thereof. Consultant has no responsibility for review of safety programs; however, if Consultant observes a violation of the Construction Contractor's safety program or witnesses any potentially unsafe condition, he shall immediately notify the Construction Contractor and the Town's representative of the potential violation/condition and if the violation/condition is not immediately cured, the Consultant shall issue a stop work order until the violation/condition is cured.

3. Post-Construction Phase.

3.1 Project Management.

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

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

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

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

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

3.3 Management Information Systems.

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

1. Copy of Certificate of Substantial Completion with a copy of the punch list itemizing incomplete or deficient items.
2. Copy of Certificate of Final Completion.
3. Copy of final change order, if required, prior to submitting final pay applications.

4. Final pay application with Affidavit for the Settlement of Claims, Record Drawings, Warranties, Operations and Maintenance Manuals and other items as required by the special conditions and/or Contract Documents.

5. 8 1/2" x 11" drawings showing the actual locations of landscape controllers and electric services, if applicable.

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

4. Consultant's Project Management Key Personnel.

4.1 Principal in Charge: Neil Richards, PE

4.2 Project Manager/Construction Manager: Chad McDermott, PE

4.3 Resident Engineer/Office Manager: Chad McDermott, PE

4.4 Construction Inspector: Nate Meddings

4.5 Construction Inspector (Night Shift): Joe Fitzner

4.6 Accountant: Viki Miller

4.7 Clerical (Office Assistant): Kathleen Tindell

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
HDR CONSTRUCTION CONTROL CORPORATION

[Fee Proposal]

See following pages.

**TOWN OF FOUNTAIN HILLS
SHEA BLVD. AND SAGUARO BLVD. INTERSECTION IMPROVEMENTS
CM COST PROPOSAL**

Item	Project Classification	Hourly Rate	Hours Aug. 14	8/1 to 8/31 Monthly Costs	Hours Sept. 14	9/1 to 9/30 Monthly Costs	Hours Oct. 14	10/1 to 10/31 Monthly Costs	Hours Nov. 14	11/1 to 11/30 Monthly Costs
Admin. Staff										
Viki Miller	Accountant	\$89.00	2	\$178.00	2	\$178.00	2	\$178.00	2	\$178.00
Kathleen Tindell	Clerical	\$68.00	8	\$544.00	16	\$1,088.00	16	\$1,088.00	16	\$1,088.00
Total Admin.Staff Cost			10	\$722.00	18	\$1,266.00	18	\$1,266.00	18	\$1,266.00
Project Staff										
Chad McDermott	PM/RE	\$166.00	60	\$9,960.00	96	\$15,936.00	96	\$15,936.00	96	\$15,936.00
Nate Meddings	Inspector	\$93.00	0	\$0.00	168	\$15,624.00	184	\$17,112.00	144	\$13,392.00
Total Site Labor			60	\$9,960.00	264	\$31,560.00	280	\$33,048.00	240	\$29,328.00
Total Labor Admin & Project			70	\$10,682.00	282	\$32,826.00	298	\$34,314.00	258	\$30,594.00
Direct Expense										
Vehicle	Monthly Rate (each)	\$1,300.00	0	\$0.00	2	\$2,600.00	2	\$2,600.00	2	\$2,600.00
Total Fees HDR				\$10,682.00		\$35,426.00		\$36,914.00		\$33,194.00
Allowance										
<i>Additional Contract Time</i>										
<i>Allowance - Night Inspection</i>										
<i>Allowance - QA Testing</i>										
				\$1,100.00		\$1,100.00		\$1,100.00		\$1,100.00
Total Fees w/ Allowances				\$11,782.00		\$36,526.00		\$38,014.00		\$34,294.00

**TOWN OF FOUNTAIN HILLS
SHEA BLVD. AND SAGUARO BLVD. INTERSECTION IMPROVEMENTS
CM COST PROPOSAL**

Item	Project Classification	Hourly Rate	Hours Dec. 14	12/1 to 12/31 Monthly Costs	Hours Jan. 15	1/1 to 1/31 Monthly Costs	Hours Feb. 15	2/1 to 2/28 Monthly Costs	Hours Mar. 15	3/1 to 3/31 Monthly Costs
Admin. Staff										
Viki Miller	Accountant	\$89.00	2	\$178.00	2	\$178.00	2	\$178.00	2	\$178.00
Kathleen Tindell	Clerical	\$68.00	16	\$1,088.00	16	\$1,088.00	16	\$1,088.00	16	\$1,088.00
Total Admin.Staff Cost			18	\$1,266.00	18	\$1,266.00	18	\$1,266.00	18	\$1,266.00
Project Staff										
Chad McDermott	PM/RE	\$166.00	96	\$15,936.00	96	\$15,936.00	96	\$15,936.00	96	\$15,936.00
Nate Meddings	Inspector	\$93.00	176	\$16,368.00	168	\$15,624.00	160	\$14,880.00	176	\$16,368.00
Total Site Labor			272	\$32,304.00	264	\$31,560.00	256	\$30,816.00	272	\$32,304.00
Total Labor Admin & Project			290	\$33,570.00	282	\$32,826.00	274	\$32,082.00	290	\$33,570.00
Direct Expense										
Vehicle	Monthly Rate (each)	\$1,300.00	2	\$2,600.00	2	\$2,600.00	2	\$2,600.00	2	\$2,600.00
Total Fees HDR				\$36,170.00		\$35,426.00		\$34,682.00		\$36,170.00
Allowance										
<i>Additional Contract Time</i>										
<i>Allowance - Night Inspection</i>										
<i>Allowance - QA Testing</i>										
				\$1,100.00		\$1,100.00		\$1,100.00		\$1,100.00
Total Fees w/ Allowances				\$37,270.00		\$36,526.00		\$35,782.00		\$37,270.00

**TOWN OF FOUNTAIN HILLS
SHEA BLVD. AND SAGUARO BLVD. INTERSECTION IMPROVEMENTS
CM COST PROPOSAL**

Item	Project Classification	Hourly Rate	Hours Apr. 15	4/1 to 4/30 Monthly Costs	Hours May 15	5/1 to 5/31 Monthly Costs	Hours June 15	6/1 to 6/30 Monthly Costs	Total Labor Hours	Total Cost \$
Admin. Staff										
Viki Miller	Accountant	\$89.00	2	\$178.00	2	\$178.00	2	\$178.00	22	\$1,958.00
Kathleen Tindell	Clerical	\$68.00	16	\$1,088.00	16	\$1,088.00	8	\$544.00	160	\$10,880.00
Total Admin. Staff Cost			18	\$1,266.00	18	\$1,266.00	10	\$722.00	182	\$12,838.00
Project Staff										
Chad McDermott	PM/RE	\$166.00	96	\$15,936.00	96	\$15,936.00	40	\$6,640.00	964	\$160,024.00
Nate Meddings	Inspector	\$93.00	176	\$16,368.00	160	\$14,880.00	0	\$0.00	1512	\$140,616.00
Total Site Labor			272	\$32,304.00	256	\$30,816.00	40	\$6,640.00	2476	\$300,640.00
Total Labor Admin & Project			290	\$33,570.00	274	\$32,082.00	50	\$7,362.00	2658	\$313,478.00
Direct Expense										
Vehicle	Monthly Rate (each)	\$1,300.00	2	\$2,600.00	2	\$2,600.00	0	\$0.00		\$23,400.00
Total Fees HDR				\$36,170.00		\$34,682.00		\$7,362.00		\$336,878.00
Allowance										\$40,000.00
Additional Contract Time										\$25,000.00
Allowance - Night Inspection										\$10,000.00
Allowance - QA Testing										
Total Fees w/ Allowances				\$37,370.00		\$34,682.00		\$7,362.00		\$411,878.00