ARCHITECT SERVICES AGREEMENT BETWEEN CITY OF APACHE JUNCTION AND ARRINGTON WATKINS ARCHITECTS, LLC FOR MASTER PLAN AND DESIGN OF CITY CAMPUS SOUTH

THIS AGREEMENT is made as of the ____ day of _____ 2025 (the "Effective Date") by and between the **CITY OF APACHE JUNCTION**, an Arizona municipal corporation ("City") and **ARRINGTON WATKINS ARCHITECTS, LLC**, an Arizona corporation ("Architect"), both of which may be hereinafter referred to collectively as the "Parties" or individually as a "Party," for the master plan and design of city campus south (the "Project").

RECITALS

A.   City desires to retain an architect to provide comprehensive master planning, programming, design and construction administration services and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B.   The open market procedures have been satisfied.

C.   The Parties have set forth below contemplated services Architect will provide City, including payment terms for such services and products.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.   **ARCHITECT'S DUTIES**: Architect agrees to perform the professional services detailed in **Exhibit A** within the time frames set forth on **Exhibit B** (the "Services").   Architect will begin prosecution of the Services as soon as reasonably practicable after the Effective Date.

2.   **COMPENSATION**: In accordance with **Exhibit C** and the terms and conditions of this Agreement, City shall compensate Architect for the Services in an amount not to exceed of Six Hundred Seventy Thousand Four Hundred Forty Six Dollars ($670,446.00) (the "Contract Amount") which is inclusive of Architect's reimbursables in an amount not to exceed Eight Thousand Dollars ($8,000.00) and an Owner's Contingency of Twenty-Five Thousand Dollars ($25,000.00).   The compensation for each phase of the Services shall be as follows:

Task 1	**$64,428.00**
Task 2	**$155,521.00**
Task 3	**$344,747.00**
Optional ALTA Survey	**$34,370.00**
Optional Traffic Engineering	**$38,380.00**

The Owner's Contingency shall be under the exclusive control of City and cannot be used for correction of errors, mistakes, nonconforming or rejected Services. The Owner's Contingency may be used at City's sole discretion for increases in Project costs resulting from City directed changes or unforeseen Project costs.

3.   **ARCHITECT BILLING**: Architect shall submit an invoice to City each month which reflects services rendered during the preceding month. City agrees to process for payment invoices received from Architect within thirty (30) calendar days following receipt of such invoices, provided Architect fulfills all duties and obligations set forth in this Agreement. Review of invoices by City may include an inspection of the Services.

4.   **TERM/RENEWAL**: The term of this Agreement shall commence on August 29, 2025 and end on June 30, 2026. This Agreement may be extended upon mutual written consent of the Parties provided that any amendment shall be executed by an authorized signatory of the Parties and provide in writing the amended term of the Agreement and, if applicable, a specified dollar amount of additional payment to be owed by City to Architect.

5.   **CITY'S STANDARD OF PERFORMANCE**: City shall furnish Architect with all data, information and other supporting services necessary for Architect to perform the Services. City shall not be responsible for discovering deficiencies in the technical accuracy of the Services.

6.   **ARCHITECT'S STANDARD OF PERFORMANCE**: The Services shall be performed by qualified professionals licensed in Arizona, selected and paid by Architect and acting in the interest of the Architect. While performing the Services, Architect and its subcontractors shall exercise the reasonable professional care and skill customarily exercised by reputable members of Architect's profession practicing in the Phoenix Metropolitan Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Architect shall be responsible for all errors and omissions Architect or its subcontractors commits in the performance of this Agreement. Architect shall correct any deficiencies in the technical accuracy of the Services without additional compensation except to the extent such corrective action is directly attributable to deficiencies in any information provided by City.

7.   **NOTICES**: All notices to a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

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If to City:	City of Apache Junction
	City Manager
	300 East Superstition Boulevard
	Apache Junction, AZ 85119
If to Architect:	Arrington Watkins Architects, LLC
	3003 North Central Avenue
	Suite 2400
	Phoenix, Arizona 85012

8.   **INSURANCE**:   Architect, at its own expense, shall purchase and maintain during the Term the insurance required by this Agreement with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required by this Agreement shall be maintained in full force and effect until is the Services are satisfactorily completed and formally accepted by City; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Architect's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Architect shall be solely responsible for the deductible and/or self retention and City, at its option, may require Architect to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The insurance policies required by this Agreement, except Workers' Compensation and Professional Liability, shall name City, its agents, officers, officials and employees as Additional Insureds.

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Architect shall expressly bind any subcontractors, or any other lower tier subcontractors, used in the performance of any aspect of the Services, to the insurance requirements in this Agreement, making such obligations applicable to the other contractor to the same extent as it is applicable to Architect. The purpose of this provision is to require any lower tier contractor, regardless of level, to provide insurance and indemnity required by this Agreement.

REQUIRED COVERAGE

A.   Commercial General Liability

Architect shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, or the equivalent thereof, and shall include coverage for Architect's operations and products and completed operations.

If Architect sublets any part of the Services, Architect shall purchase and maintain, at all times during prosecution of the Services, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Services. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Architect's Commercial General Liability insurance.

B.   Automobile Liability

Architect shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to Architect's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or the equivalent thereof). Such insurance shall include coverage for loading and off-loading hazards.   If hazardous

substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

C.   Workers' Compensation

Architect shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Architect's employees engaged in the Services; and Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

By execution of this Agreement, Architect certifies as follows:
"I am aware and understand the provisions of A.R.S. § 23-901 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Architect has no employees for whom Workers' Compensation insurance is required by federal or state statutes, Architect shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Architect employs any employees subject to coverage.

D.   Professional Liability

Architect shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Architect, or any person employed by Architect, with a limit of not less than $1,000,000 each claim.

E.   Certificates of Insurance

Prior to commencing the Services, Architect shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Architect's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. City shall not be obligated, however, to review same or to advise Architect of any deficiencies in such policies and endorsements, and such receipt shall not relieve Architect from, or be deemed a waiver of, City's right to insist on strict fulfillment of Architect's obligations under this Agreement.

The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement. Policies or certificates and completed forms of City's

Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this Agreement shall be delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119. The policy or policies shall be in the usual form of public liability insurance, but shall also include the following provision:

> "Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy."

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Architect's work or services and as evidenced by annual Certificates of Insurance.

Architect shall provide require its insurers to provide City thirty (30) calendar days' prior written notice of any nonrenewal, cancellation, or material change in the coverage under such policy reducing coverage to below contractually required amounts. If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

9. **APPLICABLE LAW AND VENUE**: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

10. **FORCE MAJEURE**: Neither City nor Architect, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics and related executive orders, quarantines, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear

radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular contractors, subcontractors, vendors or investors desired by Architect in connection with the obligations under this Agreement. Architect agrees that Architect alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section 10 shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

11. **TERMINATION**: This Agreement may be terminated by either Party for any reason upon thirty (30) days written notice. If this Agreement is terminated, City shall be reimbursed from Architect the amount paid for any undelivered and/or unaccepted products or services. City shall pay Architect for completed and acceptable work performed pursuant to this Agreement prior to the date of termination.

12. **INDEMNIFICATION**: To the fullest extent permitted by law, Architect shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, special districts, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including reasonable attorney and expert witness fees, arising from, or alleged to have arisen from, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Architect, its agents, employees, or any tier of Architect's subcontractors in the performance of this Agreement, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Architect or its subcontractors in the performance of the Services or any subcontract. Architect's duty to defend, hold harmless and indemnify City, its elected and appointed officers, officials, special districts, agents, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by Architect's acts, errors, mistakes, omissions, work or services in the performance of this Agreement, including any employee of Architect, any tier of Architect's subcontractor, or any other person for whose acts, errors, mistakes, omissions, work or services Architect may be legally liable, but only to the extent caused by the negligence, recklessness, or

intentional wrongful conduct of Architect or any tier of Architect's subcontractors or any other person for whose acts, errors, mistakes, omissions, Work or services Architect may be legally liable in the performance of the Services or subcontract. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section 12. The rights and obligations under this Section 12 shall survive termination of this Agreement.

13. **TAXES**: Architect shall pay as they become due all license, sales, consumer, transaction privilege, use and other similar taxes for services provided by Architect which are legally enacted at the time the obligations under this Agreement are performed.

14. **PERMITS AND FEES**: Unless otherwise provided in this Agreement, Architect shall secure and pay for all applicable permits, government fees, licenses and inspections necessary for the proper execution and completion of services which are customarily secured after execution of the Agreement. City permits for the Services will be provided to Architect at no cost. Architect shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services. Architect represents and warrants that any license necessary to perform the Services is current and valid. Architect understands that the activity described in this Agreement constitutes "doing business in the City of Apache Junction" and Architect agrees to obtain a business license pursuant to Chapter 8 of the Apache Junction City Code, Vol. I, and keep such license current during the Term. Architect also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by all applicable laws.

15. **RECORDS**: Records of Architect's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Architect shall maintain records for a period of at least two (2) years after expiration of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

16. **RIGHT OF CITY TO CONTRACT WITH OTHERS**: Nothing in this Agreement shall imply City is obligated to obtain the Services described only through Architect.

17. **INDEPENDENT CONTRACTOR**: City and Architect agree and understand that the relationship between both Parties is that of an independent contractor. As such, Architect is not entitled to receive any benefits to which City employees are entitled by virtue of their employment with City. City shall not be responsible for payment to employees of Architect for salaries, related taxes (including, but not limited to, federal Social Security tax as well as federal and

state unemployment taxes) and all other expenses related to their employment or contractual relationship with Architect.

18. **WAIVER OF TERMS AND CONDITIONS**: The failure of City or Architect to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

19. **COMPLIANCE WITH FEDERAL AND STATE LAWS**: Architect understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Architect hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Architect further warrants that after hiring an employee, Architect will verify the employment eligibility of the employee through the E-Verify program. If Architect uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Architect is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Architect shall not be deemed in material breach of this Agreement if Architect and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Architect or subcontractor employee who works under this Agreement to ensure that the Architect or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

20. **ENTIRE AGREEMENT**: This Agreement and any attachments represent the entire agreement between City and Architect and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties. Written and signed amendments shall automatically become part of this Agreement and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if

possible, by construing the provisions as mutually complementary and supplementary.

21.   **SUCCESSORS, ASSIGNMENT AND DELEGATION**: City and Architect each bind themselves, their partners, successors, assigns and legal representatives to the other Party and to the partners, successors, assigns and legal representatives of such other Party in respect to all covenants, agreements and obligations contained in this Agreement. Neither Party shall assign the Agreement or sublet it as a whole or delegate the duties under this Agreement, without the written consent of the other Party, nor shall Architect assign any monies due or to become due to it without the previous written consent of City.

22.   **SEVERABILITY**: City and Architect each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

23.   **ACCURACY OF WORK**: Acceptance of services or work by City shall not relieve Architect of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Architect shall make all necessary revisions or corrections resulting from errors and omissions on the part of Architect without additional compensation.

24.   **OWNERSHIP OF WORK PRODUCT**. All documents or other work product generated on behalf of City in connection with this Agreement are property of City. Any use or reuse of the documents or work product created by Architect for projects they were not intended and/or without the professional involvement of Architect shall be at City's sole risk and without liability to Architect.

25.   **CONFIDENTIALITY**. All information received in the performance of the Services shall be considered nonpublic and confidential. Architect agrees that neither it nor its contractors, agents or representatives shall communicate, whether in writing or verbally, any information concerning the Services except in strict compliance with the terms and conditions of an express authorization by the

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City Attorney. This confidentiality provision shall not apply to communication by Architect with its subcontractors for the purposes of performing the Services under this Agreement.

26.   **TIME IS OF THE ESSENCE**: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

27.   **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL**: The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with contractors who engage in boycotts of the State of Israel. Should Architect engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of this Agreement.

28.   **CERTIFICATION PURSUANT TO A.R.S. § 35-394**. In accordance with A.R.S. § 35-394, Architect hereby certifies and agrees that Architect does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Architect becomes aware during the Term that Architect is not in compliance with this Section 28, then Architect shall notify the City within five (5) business days after becoming aware of such noncompliance. If Architect does not provide the City with written certification that Architect has remedied such noncompliance within one hundred eighty (180) calendar days after notifying the City of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate in accordance with the Term.

29.   **CONFLICTS OF INTEREST**: This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

[Signatures on next page]

IN WITNESS WHEREOF, Architect and City have executed this Agreement as of the date first set forth above.

ARCHITECT:

ARRINGTON WATKINS ARCHITECTS, LLC, an Arizona limited liability company

By: Matthew A. Gorman
Its: Principal Architect

CITY:

CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation

By: Walter "Chip" Wilson
Its: Mayor

ATTEST:

Evie McKinney
City Clerk

APPROVED AS TO FORM:

8·26·25

R. Joel Stern
City Attorney

STATE OF ~~ARIZONA~~)
) ss.
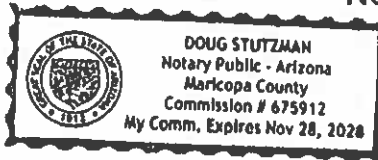COUNTY OF MARICOPA)

        The foregoing was subscribed and sworn to before me this 26th day of August , 2025, by MATT GORMAN as PRINCIPAL ARCHITECT of Arrington Watkins Architects, LLC, an Arizona limited liability company.

_____
Notary Public

My Commission Expires:

11-28-2028

DOUG STUTZMAN
Notary Public - Arizona
Maricopa County
Commission # 675912
My Comm. Expires Nov 28, 2028

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

        The foregoing was subscribed and sworn to before me this _____ day of _____, 2025, by Walter "Chip" Wilson, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

_____
Notary Public

My Commission Expires:

_____

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EXHIBIT A

SCOPE OF WORK

Task 1 – Data collection

The purpose of this task is to review and assemble any existing information and documents that are necessary to perform the following tasks:

1. Review development standards including but not limited to:
    a. Applicable building codes, fire, and life safety codes.
    b. Applicable zoning ordinance.
    c. Any other applicable city ordinances.
    d. City development standards.

2. Review existing documents from City, including but not limited to:
    a. Organizational charts for Police Department, Library, and Parks and Recreation (collectively, the "Departments").
    b. Staffing rosters indicating work hours/shifts for the Departments.
    c. Fleet inventory for the Departments.
    d. Annual report and/or strategic report, or any other department mission statement, publication, and operational statement for the Departments.
    e. Operational standards or performance standards the Departments wish to achieve.
    f. Historic population data and projected growth through 2045 for the City.
    g. Previous assessments or planning reports.
    h. Development agreement between City and developer.

3. Review site data provided by City:
    a. Existing mapping.
    b. Title Report.
    c. Utility infrastructure plans.
    d. Roadway plans.
    e. Reclaimed water infrastructure designs and reports.
    f. Recent improvement plans for adjacent projects.
4. Review site data provided by Architect's Civil Engineer:
    a. ALTA Survey.
    b. Topographic survey.
    c. Traffic vehicles count data, if requested by City.

5. Analyze the data provided.
   a. Identify significant issues and roadblocks to completion of the project.
   b. Summarize information most relevant and applicable to this project into a guide for project completion.

6. Schedule, attend, and draft meeting minutes for the following meetings:
   a. Informational meeting with City planning and zoning staff.
   b. Informational meeting with Public Works staff.
   c. Informational meeting with IT staff.
   d. Informational meeting with Apache Junction Water District.
   e. Informational meeting with Apache Junction Sewer District.
   f. Three meetings with Apache Junction project staff to discuss status and information collected.

Task 2 – Programming
The programming document will guide the team through the design process and will consist of a summary of current and future space needs and diagrams of key spaces. This task will include the following scope:

1. Interview key staff to determine ideal (both current and future) staffing levels, space requirements, equipment needs, facilities standards and concerns.

2. Tour existing Apache Junction Police and Library facilities.

3. Tour existing park components as suggested by Parks and Recreation.

4. Create spreadsheets summarizing staffing and space needs by organizational unit including future growth projections for 5 and 20 years. Architect will take into consideration the interviews with the Departments, the documents and data provided by the City and Departments in Task 1, and other information from outside sources as necessary and as directed by City and the Departments.

5. Develop diagrams as required to indicate adjacencies and flows.

6. Develop drawings of key room, space, or site elements on separate sheets as needed to inform the master plan effort in Task 3.

7. Review space data and diagrams with the Departments to ensure agreement on size requirements and concept.

8. Explore opportunities for shared programming (i.e. shared functional space between library and parks).

9. Architect will coordinate with its Civil, Structural, Mechanical, Plumbing, and Electrical engineering partners to ensure that adequate space is included in the program for building systems.

10. Architect will coordinate with its Civil, Mechanical, Plumbing, and Electrical engineering partners to predict any additional information, such as:
    a. Electrical demand and sources.
    b. IT infrastructure and radio requirements to support communications center.
    c. Water and sewer demand.
    d. Backup power facilities and capacities.
    e. Parking space construction.

11. Architect will schedule, attend, and draft meeting minutes for the following meetings:
    a. Nine meetings to interview key staff from the Departments. These meetings will be held in person, and it is assumed that the meetings will be coordinated to occur in blocks.
    b. One meeting to present preliminary findings to key stakeholders.
    c. Six (not to exceed) follow-up meetings with the Departments, as necessary. These meetings will be held in person, and it is assumed that the meetings will be coordinated to be on the same days if possible.
    d. One meeting to present the final program to key stakeholders (in person).

Task 3 – Master Planning
The masterplan phase includes the site layout and approximate size and shape of buildings and any phasing required. The scope in this task is as follows:

1. Develop three master plan site options.

2. Present options to stakeholders to receive feedback.
3. Organize, lead, and conduct public outreach.

a. For library and park outreach:
    i.   Host one "town-hall" style outreach meeting.
    ii. Conduct outreach at one community event chosen by City.
    iii. The city will provide a calendar of events for coordination.
    iv. Assist City with digital outreach, including providing City with a report on findings, including data analytics.
b. For police department outreach:
    i.   Conduct outreach at one community event.
    ii. Assist City with digital outreach, including providing City with a report on findings, including data analytics.

4. Further develop the preferred option, which may include combining elements from other options and public outreach.

5. Prepare block diagram of each building's floor plan.

6. Develop project concepts to identify preliminary design elements, massing, and materials.

7. Complete traffic analysis study for proposed configuration, at City's direction.

8. Architect will coordinate with its Civil, Mechanical, Plumbing, and Electrical engineering partners to ensure that all engineering concerns are captured in the masterplan.

9. Provide a comprehensive cost estimate including for escalation to the mid-point of construction. Estimate will be divided by project elements: police, library, park with lake, and maintenance facility.

10. Present final masterplan to stakeholders and any other groups necessary.

11. Attend Council work sessions as requested to provide project updates.

12. Present final master plan at Council meeting.

13. Architect will schedule, attend, and draft meeting minutes for the following meetings:
    a. Multi-day design charette with stakeholders to identify goals, facts, needs, and concepts.

b. Meetings to present masterplan options to key stakeholders, as necessary.

c. Meetings to present refined preferred masterplan option to key stakeholders, as necessary.

Deliverables:

1. Task 1: Data Collection
   a. Executive summary of findings from data provided.
   b. Identification of issues
   c. Organized assembly of collected information.
   d. Topographical survey.
   e. ALTA survey.
   f. Preliminary Traffic Study (optional).
   g. Architect will maintain a Bluebeam Session to allow easy access for the team to collect background documents.

2. Task 2: Program
   a. Program Narratives.
   b. Staffing and space spreadsheets.
   c. Adjacency and flow diagrams.
   d. Space diagrams as needed for key areas.
   e. Site diagrams to show parking programming needs for secure, non-secure parking and maintenance vehicle circulation.
   f. Summary of data analysis completed in previous phase.

3. Task 3: Master plan:
   a. Masterplan Narrative.
   b. Citywide system analysis diagram(s) to show how proposed project fits into 20-year growth projections.
   c. Site analysis and site plan.
   d. Building block diagrams / massing studies.
   e. Other diagrams / plans as necessary to describe the masterplan.
   f. Conceptual level engineering systems data.
   g. Cost estimate.
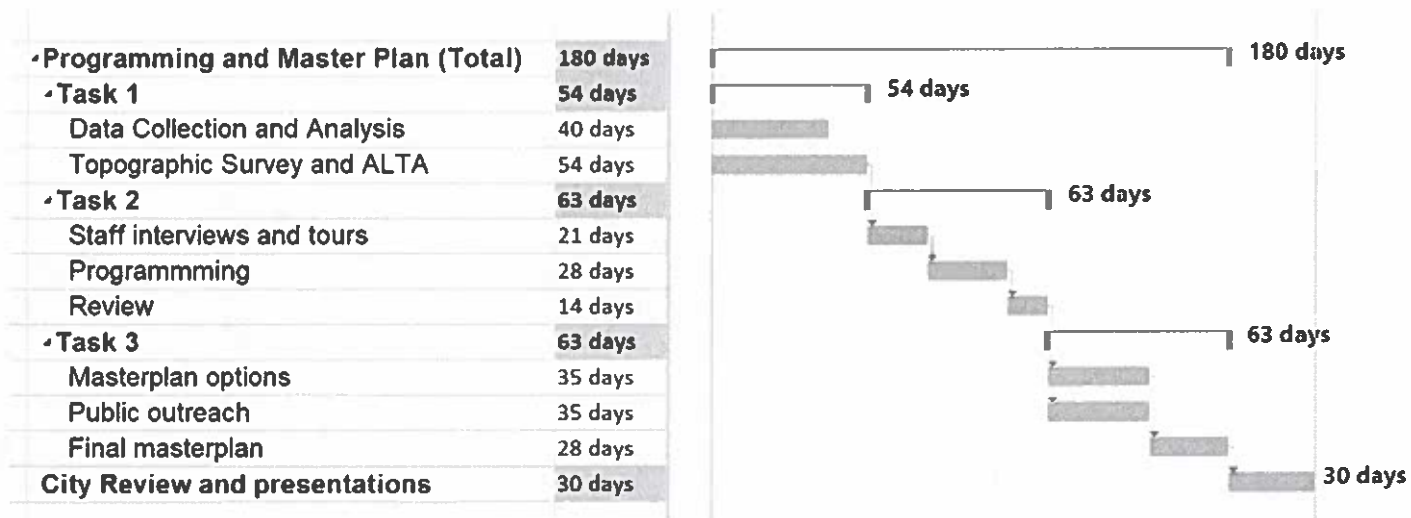
EXHIBIT B

SCHEDULE

•Programming and Master Plan (Total)	**180 days**
◢Task 1	**54 days**
Data Collection and Analysis	40 days
Topographic Survey and ALTA	54 days
◢Task 2	**63 days**
Staff interviews and tours	21 days
Programmming	28 days
Review	14 days
◢Task 3	**63 days**
Masterplan options	35 days
Public outreach	35 days
Final masterplan	28 days
City Review and presentations	**30 days**

180 days

54 days

63 days

63 days

30 days

EXHIBIT C

FEE SCHEDULE

SERVICES	PHASE TOTAL	Arrington Watkins	CONSULT'S FEE TOTALS	CONSULTANTS' FEE				
				Richard Kennedy	Civil Eng WoodPatel	Landscape DIG	MPE LSW Engineers	Estimating RLB
Task 1 DATA COLLECTION	$64,428	$28,000	$36,428	$16,672	$9,080	$8,236	$2,440	$0
Task 2 PROGRAMMING	$155,521	$74,600	$80,921	$51,751	$2,950	$23,960	$2,260	$0
Task 3 MASTER PLANNING	$344,747	$84,800	$259,947	$145,083	$23,640	$44,824	$2,740	$43,660
SUBTOTAL	$564,696	$187,400	$377,296	$213,506	$35,670	$77,020	$7,440	$43,660
CONSULTANTS FEES		$377,296						
BASIC SERVICES TOTAL		$564,696						

ADDITIONAL SERVICES	
LAND SURVEY AND ALTA	$34,370
TRAFFIC ENGINEERINC (optional)	$38,380
ALLOWANCES	
ESTIMATED REIMBURSABLES	$8,000
OWNER'S ALLOWANCE	$25,000
TOTAL SERVICES	$670,446