



TOWN OF PRESCOTT VALLEY, AZ

PRESCOTT VALLEY AQUATICS AND RECREATION FACILITY

PROJECT NO. CIP# CF2503

AGREEMENT FOR PROFESSIONAL SERVICES

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**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this 10th day of September, 2026, by and between the Town of Prescott Valley, a municipal corporation of Arizona (hereinafter the "TOWN"), and Grace Design Studios, LLC, a Louisiana limited liability company (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform professional architectural design services for a project known and described as "CIP #CF2503 – PRESCOTT VALLEY AQUATICS AND RECREATIONAL FACILITY", (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has authority to construct, reconstruct and maintain bridges, culverts, tunnels, sidewalks and crossways, curbs, gutters, siphons, manholes, steps, parking and parkways and also pipes, hydrants and appliances for fire protection, and prevent and punish for injuries thereto or obstructions thereon [ARS §§9-204(B)(4) and 48-572(A)(3)]; and

WHEREAS, the TOWN has authority to widen, extend, straighten, regulate, grade, clean or otherwise improve streets and avenues of the TOWN [ARS §§9-240(B)(3)(c), 48-571(A)(17) and 48-572(A)(1)]; and

WHEREAS, the TOWN has authority to provide its citizens with either potable water or treated effluent by constructing a municipal waterworks, fire protection and irrigation system of pipes, conduits, wells, cisterns, siphons, pumps, pumping plants, filtering plants, settling basins, hydrants, and reservoirs of every character [ARS §§9-240(B)(6), 48-571(A)(21) and 48-572(A)(2),(3)&(5)]; and

WHEREAS, the TOWN has authority to construct and maintain a sanitary sewer system of tunnels, drains, conduits, channels, outlets, outfalls, cesspools, manholes, flush tanks, and septic tanks of every character [ARS §§9-240(B)(5)(a)&(b), 48-571(A)(16) and 48-572(A)(2)&(4)]; and

WHEREAS, the TOWN has authority to construct and maintain a storm water drainage system of excavations, ditches, drains, conduits, channels, outlets, outfalls, crossings and catch basins of every character [ARS §§9-240(B)(5), 48-571(A)(16) and 48-572(A)(2),(4)&(5)]; and

WHEREAS, the TOWN has authority to hold, maintain and improve real property for the use and purpose of a public park, and to expend public funds for improvements thereto [ARS §§9-494(A), 9-511 and 11-932]; and

WHEREAS, Arizona towns have power to erect, purchase or lease necessary buildings for their purposes through public bidding and otherwise, including power to hire professional registrants to design and supervise construction of buildings [ARS §§9-240(B)(1) and Title 34]; and

WHEREAS, the TOWN has found the CONSULTANT to be competent and capable of providing professional services for such projects.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:



ARTICLE 1. DESCRIPTION OF SERVICES

The CONSULTANT shall perform all Professional Services required by this Agreement, including the negotiated scope set forth in this Article 1, and the services described in the Accepted Proposal attached as Exhibit “A” (collectively, the “Services”), subject in all cases to the order of precedence and limitations stated in this Agreement. The CONSULTANT shall perform the Services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT shall also comply with this Agreement, applicable laws and codes, approved criteria, and objective TOWN standards stated in the Contract Documents.

CONTRACT DOCUMENTS

The Contract Documents consist of the following, all of which are incorporated into and form part of this Agreement:

1. This Professional Services Agreement, including the negotiated scope, program basis, Phase 0 requirements, fee structure, and other project-specific provisions stated herein.
2. The Town of Prescott Valley solicitation/RFP for CIP #CF2503 - Prescott Valley Aquatics and Recreational Facility, together with issued addenda and written clarifications incorporated by the TOWN.
3. Exhibit A - Accepted Proposal: Grace Design Associates, LLC revised proposal dated August 17, 2026, including only those subconsultant proposals expressly included in or appended to Exhibit A.
4. Exhibit B - Project Responsibility & Risk Allocation Matrix, as accepted by the parties and attached hereto.

Order of Precedence. In the event of any conflict, inconsistency, ambiguity, or omission among the Contract Documents, the following order of precedence applies: (1) this Agreement, including the negotiated scope and project-specific provisions stated herein; (2) Exhibit B; (3) the RFP, addenda, and written TOWN clarifications; and (4) Exhibit A. CONSULTANT and SUBCONSULTANT proposals may supplement, but shall not reduce, limit, or qualify, the Services required by higher-precedence Contract Documents unless the TOWN expressly accepts the limitation in a written amendment. CONSULTANT remains fully responsible for complete performance and coordination of all Services required under this Agreement regardless of how such Services are allocated among its SUBCONSULTANTS.

NEGOTIATED PRE-ELECTION SCOPE, PROGRAM DECISION GATE, AND POST-ELECTION PATHS

Purpose. The Services include a defined pre-election phase intended to advance the Project sufficiently for the TOWN to evaluate both funding scenarios, reduce known site and existing-condition risks, and authorize the appropriate post-election design path without avoidable restart or duplication.

Program Basis. The election outcome determines whether the Recreation Center program is added; it does not, by itself, reduce the Aquatic Center program. Under both funding scenarios, the Aquatic Center is intended to be a complete indoor aquatic facility with the competition pool, leisure pool, splash pad, associated support spaces, and building enclosure and systems required for a complete facility, subject to normal programming, design development, value management, and TOWN-approved budget adjustments. Any material change to this program basis requires written direction from the TOWN.

PHASE 0 - PRE-ELECTION PROGRAMMING, INVESTIGATION, AND CONCEPT DESIGN

CONSULTANT shall perform the following as Basic Services from Notice to Proceed through the TOWN's post-election program authorization:

Phase 0 Activity	Required Scope
1. Program validation and criteria	Confirm both the basic Aquatic Center and Aquatic plus Recreation Center operational requirements, major space needs, aquatic features, and key performance criteria for both funding scenarios.
2. Existing conditions and investigation planning	Define information required for concept development and coordinate existing-condition verification, survey, utility information, geotechnical investigation, and environmental/hazardous-material investigations. Where such services are separately retained by the TOWN, CONSULTANT, or CMAR, shall prepare or coordinate required scopes and information needs, coordinate access and

Phase 0 Activity	Required Scope
	schedule, and incorporate the resulting information into the design.
3. Utility identification and capacity review	Coordinate available utility records and field information; identify known and reasonably discoverable utility locations, anticipated points of connection, service-capacity concerns, conflicts, and additional locating or potholing needs that may materially affect either concept path.
4. Concept alternatives	Develop and comparatively evaluate not fewer than two viable concept alternatives for each funding scenario unless the TOWN approves fewer in writing. Concepts shall address site organization, building and pool relationships, access, parking, service, circulation, demolition, phasing, and major system implications.
5. Discipline-level concept development	Advance architectural, aquatic, civil, landscape, structural, mechanical, electrical, plumbing, fire protection, technology, and other applicable discipline concepts sufficiently to identify major systems, space demands, utility loads, enclosure implications, constructability issues, and material cost drivers.
6. Aquatic and future-expansion strategy	For the approximately \$16 million Aquatics-only path, identify work that should be incorporated initially to avoid unreasonable demolition, rework, utility relocation, or system replacement if the Recreation Center is later added.
7. CMAR coordination	Coordinate with the CMAR so that each funding scenario is supported by a separate current cost model, schedule implications, procurement/long-lead considerations, constructability input, assumptions, exclusions, and value-management options. CONSULTANT is not responsible for the CMAR's pricing, but shall provide design information reasonably required for that pricing and reconcile material design assumptions with the CMAR.
8. TOWN review and decision support	Conduct working sessions and presentations reasonably necessary to obtain TOWN input, document decisions, and converge on a preferred concept for each funding scenario before the program decision gate.

PHASE 0 DELIVERABLE - PRE-ELECTION CONCEPT DECISION PACKAGE

Deliverable	Minimum Content
Program confirmation	Written confirmation of the common Aquatic Center program and the incremental Recreation Center program, including unresolved program decisions.
Concept alternatives	Graphic concept alternatives considered for each funding scenario and a clearly identified recommended concept for each scenario.
Plans and diagrams	Site/master plans, preliminary floor plans, pool/aquatic layouts, circulation and parking concepts, demolition/phasing diagrams, and future-expansion strategy appropriate to the concept level.
Investigation findings	Available survey, utility, geotechnical, environmental/hazardous-material, and existing-condition findings summarized with identified design impacts, unresolved risks, and additional investigation needs.
Systems narratives	Concise narratives or diagrams for major structural, enclosure, HVAC/dehumidification, plumbing, electrical, fire protection, technology, aquatic treatment, and utility concepts sufficient to identify major requirements and cost drivers.
Cost and schedule coordination	Design information coordinated with the CMAR's separate cost and schedule evaluations for the approximately \$16 million and approximately \$30 million scenarios, including documented assumptions and material reconciliation items.
Decision log and risk register	Key decisions, assumptions, unresolved issues, identified risks, and items requiring TOWN

Deliverable	Minimum Content
	direction before or immediately after the program decision gate.
Presentation package	A concise TOWN-facing decision package suitable for executive review and authorization of the applicable post-election path.

Timing. The Concept Decision Package shall be completed no later than **October 30, 2026**, sufficiently in advance of the **November 2026 election/program decision** to allow meaningful TOWN review and CMAR cost reconciliation.

PROGRAM DECISION GATE AND POST-ELECTION PATH

COMMON PRE-ELECTION SERVICES	
Phase 0 - Programming + Investigations + Concept Alternatives	
↓	
Pre-Election Concept Decision Package	
↓	
November 2026 Election / TOWN Written Program Authorization	
PATH A - APPROX. \$16M	PATH B - APPROX. \$30M
Complete Indoor Aquatic Center	Same Aquatic Center + Recreation Center
Advance selected path through subsequent design, permitting, construction administration, closeout, and warranty services.	Advance selected path through subsequent design, permitting, construction administration, closeout, and warranty services.

Phase Gate. CONSULTANT shall not proceed with post-election design services for either branch until the TOWN issues written authorization identifying the selected path. Common Phase 0 work shall not be duplicated in either branch. If the TOWN later changes from one authorized branch to the other after branch-specific services have commenced, any resulting additional services shall be addressed under Article 6.

FEE ALLOCATION AND PRE-ELECTION BILLING

The agreed compensation shall be allocated for invoicing, phase authorization, and transparency as shown below. The Phase 0 allocation is common to either funding path. The Path A and Path B allocations are alternative, non-cumulative post-election branches; only the branch authorized in writing by the TOWN is eligible for billing. The allocations shall not, by themselves, increase the applicable total compensation.

Fee Component	Allocation
Phase 0 - Common Pre-Election Services	\$80,000
Post-Election Path A - Aquatics-only branch	\$1,679,232
Post-Election Path B - Full Aquatics + Recreation branch	\$2,663,902
Total for Phase 0 – Common Pre-Election Services & Post-Election Path B Full Aquatics + Recreation Branch	\$2,743,902.00

Geotechnical Investigation Allowance. The applicable selected-path compensation includes a \$15,000 allowance for geotechnical investigation and reporting. The allowance is included within, and not in addition to, the applicable compensation stated below. CONSULTANT shall define and coordinate the geotechnical scope and shall incorporate the resulting information into the design. The allowance may be authorized and billed during Phase 0 if the TOWN determines that the investigation should proceed before the program decision gate; any such amount shall be credited against the subsequently authorized Path A or Path B allocation and shall not be duplicated. The allowance is payable only to the extent authorized in writing and actually incurred. If the TOWN separately retains the geotechnical consultant or the allowance is not fully used, the unused amount shall not be payable to CONSULTANT. Any CONSULTANT markup or administrative cost associated with the geotechnical allowance is included within the applicable compensation and shall not increase the allowance or the Contract Sum.

Invoices submitted before the program decision gate shall identify Phase 0 progress by the activities and deliverables above and shall not include branch-specific post-election services unless separately authorized in writing by the TOWN. Following the decision gate, only the TOWN-authorized branch is eligible for billing unless the TOWN expressly directs otherwise.

The Contract Documents and their order of precedence are set forth in the "Contract Documents" section of this Article 1. The protections stated there apply to all CONSULTANT and SUBCONSULTANT proposals and agreements.

CONSULTANT shall provide, through the Architect and appropriate SUBCONSULTANTS, construction-phase site observations at intervals appropriate to the stage of construction and as reasonably necessary to satisfy the requirements of the RFQ and this Agreement. Any site-visit quantity or limitation contained in a SUBCONSULTANT proposal is an internal allocation of CONSULTANT resources and shall not limit CONSULTANT's obligation to provide the construction administration services required by this Agreement. Additional visits required because of a material change in scope, Contractor-caused rework, or other cause not attributable to CONSULTANT may be treated as Additional Services if authorized by the Town.

As part of Basic Services, CONSULTANT and its applicable SUBCONSULTANTS shall participate in start-up, testing, and commissioning activities for systems within their respective design scopes to the extent required by the RFQ and Contract Documents, including review of testing and start-up documentation, attendance at reasonably required functional or performance testing, identification of observed deficiencies, and review of corrective actions. This obligation does not require CONSULTANT to serve as an independent third-party commissioning authority unless expressly included in the Scope of Services.

As part of Basic Services, CONSULTANT shall coordinate project closeout services of the design team, including review of Contractor-prepared record information and operations and maintenance documentation for general conformance with the Contract Documents, participation in final and punch-list observations as required by the RFQ, and reasonable assistance in identifying design-related or warranty items requiring correction. Where the RFQ requires warranty-period services, CONSULTANT and the applicable SUBCONSULTANT shall participate in the required warranty review without additional compensation except for services arising from material scope changes or conditions not attributable to CONSULTANT.

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the CONSULTANT, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into additional mutual agreements which add to the Services to be performed by the CONSULTANT (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

The CONSULTANT shall, except as provided otherwise in this Agreement and any Amendment hereto, furnish all supervision, labor and materials, and obtain all licenses and permits required for performance of the Services.

ARTICLE 2. SCHEDULE OF SERVICES

The CONSULTANT shall complete all Services in substantial conformance with the schedule(s) set forth in Exhibit “A” and any Amendments hereto, unless otherwise agreed to by the TOWN. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the TOWN and the CONSULTANT.

The schedule in Exhibit “A” shall include a distinct Phase 0 pre-election milestone and a TOWN program decision gate. CONSULTANT shall complete the Phase 0 Concept Decision Package no later than October 30, 2026, and shall not proceed into either post-election branch without the TOWN’s written program authorization.

ARTICLE 3. AGREEMENT TERM

Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through November 30, 2028, or until all Services required by this Agreement have been accomplished, including construction administration, project closeout, and any required warranty-period services, whichever is later.

ARTICLE 4. PAYMENT

The TOWN will pay the CONSULTANT for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth in Exhibit “A” and any Amendments hereto.

Compensation for Basic Services shall be based on the TOWN-authorized program path. The common Phase 0 services are \$80,000. If the TOWN authorizes Path A - Aquatics-only, the total fixed lump-sum compensation shall be \$1,759,232, inclusive of Phase 0 and the Path A allocation. If the TOWN authorizes Path B - Full Aquatics + Recreation, the total fixed lump-sum compensation shall be \$2,743,902, inclusive of Phase 0 and the Path B allocation. Path A and Path B are alternative, non-cumulative compensation paths. The lump-sum compensation is based upon the Project scope and program described in the Contract Documents and shall not be adjusted solely as a result of changes in the estimated or actual Cost of the Work. CONSULTANT shall be entitled to an adjustment in compensation only for additional or modified services authorized by the TOWN in accordance with this Agreement.

The fixed lump-sum compensation shall be allocated among the common pre-election Phase 0 services and the applicable post-election program branch as stated above and in Exhibit “A.” Such allocation shall govern progress billing and branch authorization, but shall not create an entitlement to compensation for an unselected branch or increase the applicable fixed lump sum absent a TOWN-authorized material change under Article 6.

The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. The TOWN shall make payment within thirty (30) calendar days after receipt of each properly submitted invoice. The TOWN may withhold disputed amounts by providing written notice identifying the basis of the dispute, and undisputed amounts shall remain payable. All invoices submitted to the TOWN for Services performed by the CONSULTANT shall refer, by date, to the Agreement under which the Services were performed. Invoices shall state the percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall include required supporting documentation and proof of expenditures.

In the event a Notice to Proceed is not issued to the CONSULTANT by the TOWN within sixty (60) days after the date first-above written, this Agreement shall terminate, and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement is to be construed as granting to the CONSULTANT an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES

The TOWN may, at any time by written direction, require additional tasks as part of the Services, direct the omission of, or variation to, the Services, or alter the schedule for Services. If such direction results in a material change in the amount or character of the Services, an equitable adjustment to the price and to any other provisions in Exhibit "A" or any Amendments hereto that may be affected, shall be made in writing. All such material changes must first be approved by the TOWN.

ARTICLE 7. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. If any Services fail to meet this standard, the CONSULTANT shall, upon written notice from authorized TOWN staff, promptly correct or re-perform the nonconforming Services at the CONSULTANT's sole expense.

ARTICLE 8. INDEMNIFICATION

To the fullest extent permitted by A.R.S. § 34-226, the CONSULTANT shall indemnify and hold harmless the TOWN and its officers and employees from liabilities, damages, losses, and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or other persons employed or used by the CONSULTANT in the performance of this Agreement.

ARTICLE 9. PRESCOTT VALLEY BUSINESS LICENSE

The CONSULTANT and any subconsultants may be required to acquire and maintain a Prescott Valley Business License for the duration of the PROJECT in accordance with TOWN Code Article 8-02, as determined by the TOWN Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation and in some cases Professional Liability, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of

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

Primary Coverage: The CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

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

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and Endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by date, project name, and CIP number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Project Manager
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

The CONSULTANT's indemnification obligations with respect to the Services performed under this Agreement are set forth exclusively in Article 8 and shall govern.

B. WORKERS' COMPENSATION

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit. In case any of the Services are subcontracted, the CONSULTANT will require the subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONSULTANT.

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry 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 and \$2,000,000 aggregate including bodily injury and property damage with respect to any of the CONSULTANT'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 0001 1/87, or any replacements 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.

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with an unimpaired limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or 10% of the construction budget, whichever is larger.

ARTICLE 11. SUSPENSION OF SERVICES

The TOWN may, by written notice, direct the CONSULTANT to suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of the CONSULTANT, this Agreement may be mutually modified to compensate CONSULTANT for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date the TOWN issues an order for resumption of the Services. Upon receipt of notice to suspend Services, the CONSULTANT shall a) discontinue Services, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the Services, and e) otherwise mitigate the TOWN's costs and liabilities for that portion of the Services which have been suspended.

ARTICLE 12. TERMINATION

The TOWN, at its sole discretion, may terminate this Agreement at any time without cause prior to its Term by sending to the CONSULTANT written notice dated fifteen (15) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding anticipated profits for Services not yet performed.

The CONSULTANT may terminate this Agreement at any time without cause prior to its term by sending to the TOWN written notice dated thirty (30) calendar days prior to the termination date. Upon such termination, the TOWN shall pay the CONSULTANT full compensation for all Services satisfactorily performed in accordance with this Agreement as of the termination date, excluding anticipated profits for Services not yet performed.

The CONSULTANT shall not be responsible for delay or damage caused solely by acts or events occurring after the effective date of termination and outside the CONSULTANT's control. Termination shall not affect accrued rights or liabilities; responsibility for acts or omissions occurring before termination; or obligations concerning document delivery and transition, correction of nonconforming Services, indemnity, insurance, audit, confidentiality, intellectual property, or other provisions that by their nature are intended to survive termination.

ARTICLE 13. EXAMINATION OF SERVICES

All of the Services will be subject to examination at any reasonable time or times by appropriate TOWN staff, who shall also have the right to reject unsatisfactory Services in part or in whole. Neither examination of Services nor the lack of same, nor acceptance of Services by TOWN staff or payment therefore shall relieve the CONSULTANT from any of its obligations under this Agreement.

ARTICLE 14. PROGRESS

The CONSULTANT shall submit monthly written progress reports to assist TOWN staff in determining whether the time requirements in Article 2 hereinabove are being substantially met. Authorized staff may visit the CONSULTANT's office at any reasonable time to determine the status of the Services required by this Agreement. In addition, any person may inspect the public records generated by the CONSULTANT's activities hereunder upon reasonable request, during normal business hours, in accordance with ARS §9-471(B).

ARTICLE 15. OWNERSHIP OF DOCUMENTS

All work products prepared specifically for the PROJECT in performance of this Agreement, including completed and partially completed plans, specifications, cost estimates, studies, analyses, electronic design files, field notes, and data, shall be promptly delivered to the TOWN upon completion, termination, or written request. Upon payment of all undisputed amounts attributable to such work products, the TOWN shall own the work products and shall have an irrevocable right to use, reproduce, and modify them for constructing, completing, operating, maintaining, repairing, and altering the PROJECT. A payment dispute shall not delay delivery, and pending resolution the TOWN may use the work products solely to continue and complete the PROJECT. The CONSULTANT retains ownership of its preexisting tools, standard details, methods, and other intellectual property not developed specifically for the PROJECT. Any reuse on another project or modification without the CONSULTANT's participation shall be at the TOWN's sole risk, except to the extent a loss is caused by the CONSULTANT's negligence, recklessness, or intentional wrongful conduct. The CONSULTANT may retain archival copies at its expense.

ARTICLE 16. NONDISCLOSURE

Except as otherwise required by law or this Agreement, the CONSULTANT, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement.

ARTICLE 17. LAWS AND REGULATIONS

The CONSULTANT shall at all times comply with applicable laws, statutes, rules, regulations, and ordinances in its performance under this Agreement, including (without limitation) those governing wages, hours, employment discrimination, and safety. The CONSULTANT shall also comply with equal opportunity laws and regulations to the extent they are applicable.

A. CERTAIN FEDERAL LAWS

The CONSULTANT understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to the TOWN that the CONSULTANT and each of its subconsultants ("SUBCONSULTANT") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "CONSULTANT Immigration Warranty").

A breach of the CONSULTANT Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONSULTANT to penalties up to and including termination of this Contract at the sole discretion of the TOWN.

The TOWN retains the legal right to inspect the papers of any CONSULTANT or SUBCONSULTANT employee who works on this Contract to ensure that the CONSULTANT or SUBCONSULTANT is complying with the CONSULTANT Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, conduct random verification of the employment records of the CONSULTANT and any SUBCONSULTANT to ensure compliance with CONSULTANT's Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any random verifications performed.

Neither the CONSULTANT nor any SUBCONSULTANT shall be deemed to have materially breached the CONSULTANT Immigration Warranty if the CONSULTANT or SUBCONSULTANT establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the CONSULTANT enters into with any and all of its SUBCONSULTANTS who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a CONSULTANT or SUBCONSULTANT. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

ARTICLE 18. PATENT AND COPYRIGHT

The CONSULTANT shall indemnify, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims thereof pertaining to, or arising from the CONSULTANT's performance under this Agreement.

Should the CONSULTANT's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the Services or as a result of performing the Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the CONSULTANT. However, the CONSULTANT shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use.

ARTICLE 19. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the Services hereunder as an independent contractor, and all persons or entities employed by or under contract with the CONSULTANT in connection herewith shall be employees of



the CONSULTANT and are not employees of the TOWN in any respect.

ARTICLE 20. ASSIGNMENT

The CONSULTANT shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 21. SUBCONTRACTS

The CONSULTANT shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff. Furthermore, the CONSULTANT shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the CONSULTANT's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES

Any notice by either party to the other hereunder shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the mail, properly stamped with the required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof by giving the other party written notice. Unless changed, notices shall be sent to the following:

TOWN: Town Manager
Town Of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

CONSULTANT: **Grace Design Studios, LLC**
Jesus Fernandez
2929 North Central Avenue – 11th Floor
Phoenix, AZ 85012

ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the CONSULTANT's authorized representative. Such decision by the TOWN shall be final unless the CONSULTANT, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the basis thereof. The CONSULTANT shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING

The CONSULTANT shall keep accurate and complete records in support of all payments hereunder in accordance with generally recognized accounting principles and practices. The TOWN or its audit representatives shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be kept by the CONSULTANT and made available for one (1) year after completion of the Services or termination of this Agreement, whichever is earlier.

ARTICLE 25. NON-WAIVER

The failure of the TOWN to insist upon or enforce strict performance by the CONSULTANT of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the TOWN's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 26. SEVERABILITY

Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 27. VENUE AND GOVERNING LAW

This Agreement shall be deemed to have been made and entered into in Yavapai County, and shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.

ARTICLE 28. ATTORNEYS' FEES

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 29. SAVINGS CLAUSE

In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 31. CONFLICT-OF-INTEREST

This Agreement may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.

ARTICLE 32. CONSEQUENTIAL DAMAGES WAIVER

Neither party shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Agreement, regardless of the cause or theory of recovery.



IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first-above written.

TOWN:

Town of Prescott Valley,
a municipal corporation of Arizona

CONSULTANT:

Grace Design Studios, LLC
a Louisiana limited liability company

BY: Kell Palguta, Mayor


BY: Signature

ATTEST:

Vispi Karanjia, Chief Practice Officer
Print Name & Title

BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

BY: Ivan Legler, Town Attorney

EXHIBIT A

ACCEPTED PROPOSAL

Grace Design Studios, LLC's revised proposal dated August 17, 2026, including the consultant and subconsultant scope and fee information incorporated therein, is incorporated into this Agreement for purposes of further defining the agreed scope, staffing, fee allocation, and related project assumptions, except as expressly modified by the Agreement.

In the event of any conflict, inconsistency, ambiguity, or omission between the Accepted Proposal and the Agreement, the negotiated project-specific Scope of Services, the Project Responsibility & Risk Allocation Matrix, or the RFQ and its addenda and clarifications, the order of precedence established in this Agreement shall control. No qualification, exclusion, limitation, optional-service designation, site-visit limitation, percentage-based fee adjustment, or other provision contained in the Accepted Proposal or any consultant or subconsultant proposal shall reduce, limit, or modify CONSULTANT's obligations under the Agreement unless expressly accepted by the TOWN in a written amendment.

CONSULTANT remains responsible for the complete performance and coordination of the Services required by the Agreement regardless of how such Services are allocated among CONSULTANT and its subconsultants.

Letter of Proposal For Architectural Services

08.17.2026

Kitchell
Attn: Ryan Brady
2231 E. Camelback Rd.
Phoenix, AZ 85016

RE: Prescott Valley Aquatic Center
Town of Prescott Valley, AZ

Dear Ryan,

Thank you for the opportunity to be considered as your architectural partner for the Prescott Valley Aquatic Center development. We are genuinely enthusiastic about the prospect of collaborating with you on this transformative project. At Grace, we are driven by a commitment to innovative, sustainable, and use-focused design solutions that not only reflect the Town of Prescott Valley vision but also enrich the lives of those who experience them.

As a multidisciplinary firm with deep expertise in sports and recreation facility design, we offer a proven track record of delivering complex projects with precision, creativity, and efficiency. Our team is fully equipped to support your goals through every phase—providing thoughtful design leadership, proactive communication, and a steadfast focus on quality and value.

PROJECT DESCRIPTION

This project involves the comprehensive design and construction of an aquatic and recreation center facility, anticipated to encompass approximately 30,000 Gross Square Feet. The facility will be located within Mountain Valley Park at the northeast corner of Robert Rd. and Nance Ln., with an estimated project budget of \$30,000,000. The construction of the recreation center is contingent to the voters' approval in November 2026. In case the voters do not approve the full funding, the Project will proceed as an aquatic center only with a project cost of \$16,000,000.

Our approach emphasizes collaboration, sustainability, and technical precision, ensuring your new facility will be high performing, code-compliant, and adaptable to future needs.

SCOPE OF SERVICES

The following services are included in our Basic Services fee:

- Architectural and Interior Design
- Mechanical, Plumbing & Electrical (MEP) Engineering
- Structural Engineering
- Space Programming and Site Planning
- Code Compliance Review and Permitting Support
- Construction Documentation and Specifications
- Construction Administration, including field observation and submittal review
- Special Systems Design (A/V, communications and security)

- Landscape Design
- Civil Engineering
- Topo and Utility Survey
- Pool Design and Engineering
- Energy Modeling
- FFE Coordination, Specification, and Assistance

PROJECT DELIVERY PHASING

Programming/Master Planning/Schematic Design Phase:

During the Schematic Design phase, Grace will develop the conceptual framework for the project based on the approved program and site requirements. Services include:

- Site planning and preliminary floor plans showing space layout, circulation, and functional zones
- Initial exterior design studies including elevations and 3D massing
- Code analysis and coordination with local Authorities Having Jurisdiction (AHJs)
- Preliminary design narratives outlining proposed materials, structural systems, and MEP/FP (Mechanical, Electrical, Plumbing, and Fire Protection) strategies
- Documentation to support initial cost estimating, including a CSI-formatted scope of work
- Regular design review meetings with the Client and consultants
- Support for value engineering to align the design with the construction budget

Design Development Phase:

In the Design Development phase, the project design is refined to define materials, systems, and construction methods in greater detail. Services provided during this phase include:

- Further development of architectural plans, including floor plans, elevations, building sections, and initial interior elevations and schedules
- Coordination and integration of mechanical, electrical, plumbing, and structural systems
- Preparation of outline specifications for major building components and systems
- Collaboration with civil engineers and other owner-provided consultants
- Evaluation of design options to identify “best value” solutions based on performance, aesthetics, and cost
- Support for updated cost estimating by the Construction Manager, including design adjustments as needed to maintain budget alignment

Construction Document Phase:

During the Construction Document phase, Grace will prepare a complete, coordinated, and code-compliant set of documents that define all construction requirements for permitting and bidding. Services include:

- Preparation of detailed architectural drawings and technical specifications
- Coordination and delivery of structural, mechanical, plumbing, and electrical construction documents
- Integration of work from owner-provided consultants
- Development of a permit-ready set for submission to Authorities Having Jurisdiction (AHJs)
- Assistance with clarifications during the permit review process, as needed
- The final deliverables will serve as the basis for contractor pricing, permitting, and construction

Bidding and/or Negotiation Phase:

Grace will support the Client during the Bidding and/or Negotiation Phase to help ensure a smooth and competitive procurement process. Our services during this phase include:

- Responding to contractor inquiries and issuing clarifications or addenda as needed to ensure accurate interpretation of the Construction Documents
- Assisting in evaluating bids or proposals for conformance with project requirements
- Participating in pre-bid meetings or contractor interviews, if requested
- Providing consultation to the Client regarding contractor qualifications, bid alternates, and value options

Construction Administration Phase:

Following the award of the construction contract, Grace will provide Construction Administration services to support the project through completion. Services include:

- Periodic site visits by the Architect and engineering consultants to observe construction progress and assist in verifying general compliance with the design intent
- Review and processing of contractor submittals, shop drawings, Requests for Information (RFIs), and product data
- Coordination meetings with the construction team (e.g., monthly site visits, milestone inspections)
- Ongoing communication with the Contractor and Owner to address design clarifications and resolve field issues
- Preparation of final punch lists and review of closeout documentation including warranties and manuals

Additional site visits beyond those included in the base scope will be billed as an Additional Service per the fee schedule. The Architect will not be responsible for construction means and methods or contractor performance.

OPTIONAL ADDITIONAL SERVICES (AS REQUESTED):

Additional Services may be authorized in writing by the Client and incorporated into the Owner/Architect Agreement as amendments. Services may include:

- Foto-realistic Renderings
- Additional Travel or Site Visit Expenses
- Record Drawings ("As Built")
- Signage, Wayfinding & Graphics
- Food Service and Specialized Equipment Planning (Included in the A/E Fee)
- Costs associated with AHJ Permits
- Geotechnical Report (Included in the A/E Fee)

PROFESSIONAL FEES

Our proposed fee for Basic Services is provided as a percentage of an estimated construction cost, to be finalized in collaboration with your team. If the budget was to increase or decrease, our fee would be adjusted accordingly. Refer to the attached **EXHIBIT AR1** for a fee breakdown showing the costs associated with the Aquatic Center and the Rec Center.

Total Fee Breakdown by Phase:

Programming/Master Planning/Schematic Design	20%	\$	548,780.40
Design Development	20%	\$	548,780.40
Construction Documents	35%	\$	960,365.70
Bidding & Negotiations	5%	\$	137,195.10
Construction Administration	20%	\$	548,780.40
Total Basic Services:		\$	2,743,902.00

Travel and site observation rates are as follows:

- Principal/Project Architect: Refer to EXHIBIT A attached
- Consultant Staff: Refer to EXHIBIT A attached

Refer to **EXHIBIT C** for the Schedule of Architectural Fees Hourly Rates

PROJECT SCHEDULE

Estimated project milestones are as follows:

- Refer to **EXHIBIT B-R1** attached for a schedule breakdown.

Schedule is subject to change based on permitting, site conditions, and Client review durations.

Schedule Delays and Compensation Adjustments

If delays beyond our control materially impact on our ability to deliver services efficiently, Grace shall be entitled to a reasonable adjustment of both schedule and compensation.

REIMBURSABLE EXPENSES

Reimbursable Expenses will be billed at 1.1 our net cost, and include travel, reproduction, shipping/delivery, long distance telephone/fax, mileage @ current government rate, and supplies required specifically for the project. We will work diligently to minimize these expenses, and you will be billed only for our costs incurred.

BILLING SCHEDULE

Billing will occur at the end of each month for the work completed (%) and expenses for that month. Payment is due within 30 days of the invoice date.

FORM OF AGREEMENT

This proposal is based on the Agreement For Professional Services as provided by the Town of Prescott Valley. Upon acceptance, we will prepare the final agreement for your review and execution.

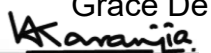
PROFESSIONAL LIABILITY INSURANCE

We are insured with Professional Liability Insurance. Certificate can be provided upon request.

At Grace we don't just design buildings—we design trusted partnerships. We trust that this proposal meets with your expectations. We would be honored to bring your vision to life through design excellence, technical precision, and collaborative leadership.

Thank you again for the opportunity. We welcome any questions and look forward to working with you.

Sincerely,

Grace De


Vispi Karanjia

Managing Partner, Chief Practice Officer, AIA NOMA

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Prescott Valley Aquatic Center EXHIBIT A-R1: FEE PROPOSAL BREAKDOWN



Item		Phase 1 Fees	Ph1 Travel/Site Visits	Ph1 Add Services	PHASE 1 TOTAL	Phase 2 Fees	Ph2 Travel/Site Visits	Ph2 Add Services	PHASE 2 TOTAL	Total Fees Phase 1 & 2	Notes
SCOPE:		Indoor swimming facilities with support spaces				Recreation center					
Estimated Construction Cost		\$ 13,600,000.00				\$ 11,900,000.00				\$ 25,500,000.00	Estimated CC from \$30,000,000 Project Cost
A/E Total Fees	10.61%	\$ 1,606,782.00	\$ 60,800.00	\$ 53,150.00	\$ 1,720,732.00	\$ 955,570.00	\$ 29,100.00	\$ -	\$ 984,670.00	\$ 2,705,402.00	
Arch Fees of total A/E Fees	5.00%	\$ 680,000.00	\$ 45,400.00	\$ -	\$ 725,400.00	\$ 595,000.00	\$ 22,700.00	\$ -	\$ 617,700.00	\$ 1,343,100.00	\$1,135/trip/person (Travel fees) Ph1: 10 design /30CA =40 x \$1135= \$45,400 Ph2: 4 design/16CA = 20 x \$1,135 = \$22,700
Programming & Master Plan:	0.31%	\$ 80,000.00	\$ -	\$ -	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ 80,000.00	Phase 2 included.Travel and Site visits included.
Resolut: Electrical/Mech/Plumbing/ A/V:	0.97%	\$ 136,890.00	\$ -	\$ -	\$ 136,890.00	\$ 109,720.00	\$ -	\$ -	\$ 109,720.00	\$ 246,610.00	Includes 4 site visits and travel fees
CTS: Structural:	0.38%	\$ 44,000.00	\$ 6,400.00	\$ -	\$ 50,400.00	\$ 40,000.00	\$ 6,400.00	\$ -	\$ 46,400.00	\$ 96,800.00	\$1600/8 site visits = \$ 12,800
Pool Consultant:	1.28%					\$ -			\$ -		
Pool Design:		\$ 265,227.00	\$ -	\$ -	\$ 265,227.00	\$ -	\$ -	\$ -	\$ -	\$ 265,227.00	
Pool Consultant Record Document:		\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	
Pool Consultant Contractor Warranty space:		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	NIC
Pool Consultant Facities Specific Business plan:		\$ -	\$ 3,600.00	\$ 12,500.00	\$ 16,100.00	\$ -	\$ -	\$ -	\$ -	\$ 16,100.00	NIC Travel \$1800/trip

Pool Consultant FF&E:		\$ -	\$ -	\$ 7,500.00	\$ 7,500.00
Pool Consultant Operations training:		\$ -	\$ 1,800.00	\$ 5,500.00	\$ 7,300.00
Pool Consultant Pool/Hot Tub Alliance Certified Pool Operator:		\$ -	\$ 1,800.00	\$ 4,700.00	\$ 6,500.00
Pool Consultant Red Cross Training:		\$ -	\$ 1,800.00	\$ 5,950.00	\$ 7,750.00
Pool Consultant SOP:		\$ -	\$ -	\$ 9,500.00	\$ 9,500.00
Civil/Landscape Engineering:	1.48%				
Civil Engineering:		\$ 227,765.00	\$ -	\$ -	\$ 227,765.00
CA Civil/Landscape		\$ 42,400.00	\$ -	\$ -	\$ 42,400.00
Topo/site Survey:		\$ 13,500.00	\$ -	\$ -	\$ 13,500.00
Miscellaneous					
Energy Modelling:	0.06%	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Specification of Furniture/Fixture/Equipment Design/selection:	0.80%	\$ 102,000.00	\$ -	\$ -	\$ 102,000.00
A/E Total Fees	10.61%	\$ 1,606,782.00	\$ 60,800.00	\$ 53,150.00	\$ 1,720,732.00
Add Services:					
Geotechnical Report		\$ -	\$ -	\$ 15,000.00	\$ 15,000.00
Fireflow Test		\$ -	\$ -	\$ -	\$ -

\$ -	\$ -	\$ -	\$ -
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			\$ -
\$ 93,850.00	\$ -	\$ -	\$ 93,850.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 15,000.00			\$ 15,000.00
\$ 102,000.00			\$ 102,000.00
\$ 955,570.00	\$ 29,100.00	\$ -	\$ 984,670.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -

\$ 7,500.00	
\$ 7,300.00	NIC: Add service per day \$1800/day
\$ 6,500.00	
\$ 7,750.00	
\$ 9,500.00	
\$ 321,615.00	4 trips travel/site visit included.
\$ 42,400.00	4 trips travel/site visit included.
\$ 13,500.00	Phase 2 included.
\$ 30,000.00	By Grace Design Studio
\$ 204,000.00	By Grace Design Studio
\$ 2,705,402.00	
\$ 15,000.00	Allowance
\$ -	under CORE Construction

8.17.2026

[illegible]

EXHIBIT C
SCHEDULE OF ARCHITECTURAL FEES
HOURLY RATE SCHEDULE



Principals

Principal Architectural	\$	335.00
Senior Project Manager	\$	210.00
Senior Architect	\$	200.00
Project Manager	\$	180.00
Architect	\$	170.00
Senior Design Professional (Architecture)	\$	165.00
Design Professional (Architecture)	\$	130.00
Design Intern (Architecture)	\$	75.00
Construction Administrator	\$	165.00
BIM Manager	\$	175.00
Director of VDC	\$	185.00

Engineering

Mechanical Engineer	\$	260.00
Design Professional (Engineering)	\$	215.00

Interior Design

Senior Interior Designer Project Manager	\$	205.00
Senior Interior Designer	\$	170.00
Interior Project Manager	\$	165.00
Interior Designer	\$	160.00
Design Professional (Interiors)	\$	153.00
Design Intern (Interiors)	\$	60.00

Administration

Administrative	\$	95.00
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Other

Expert Witness Testimony/Court Appearance/Deposition	1.2 x above hourly rates
Professional Engineers & Consultants	1.1 x Direct Cost
Postage	1.1 x Actual Cost
Printing	1.1 x Actual Cost
Automobile Travel	per IRS regulations
Other Travel, Meals, Transportation, etc.	1.1 x Actual Cost
Online Bidding (Centerline)	1.0 x Actual Cost

Note - hourly rates subject to change annually based on the Consumer Price Index



EXHIBIT B

PROJECT RESPONSIBILITY & RISK ALLOCATION MATRIX

Exhibit B

PROJECT RESPONSIBILITY & RISK ALLOCATION MATRIX

Risk / Obligation	TOWN	GRACE	CORE	Process / Contracting Structure	Key Deliverable / Control
Program definition and funding decision	Owns final program, budget, funding and election decision	Designs to the Town-authorized program and funding path	Provides estimating, constructability and schedule input; identifies cost/schedule implications of each program alternative	Town decision supported by Grace/CORE pre-election reconciliation and written phase/program authorization	Approved program matrix for approximately \$16M and \$30M paths, with reconciled cost/schedule decision package
Topographic and utility survey	Pays / provides access	Scopes and coordinates survey; uses results in design	Provides constructability input and Town-authorized potholing/site-investigation support within the applicable investigation allowance	Grace survey subconsultant or Town-direct surveyor; CORE allowance used only for specifically authorized field investigation/potholing support	Certified survey, utility-confidence statement, and documented potholing/investigation results where authorized
Geotechnical investigation	Pays and owns baseline data risk	Defines boring/testing criteria early and designs to the final report	Coordinates access and evaluates constructability; manages supplemental investigation only if specifically authorized by the Town	Town-direct or Grace subconsultant for baseline geotechnical services; any CORE-managed supplemental work requires written authorization and identified funding	Geotechnical report with reliance rights, boring/testing criteria, and documented supplemental findings if authorized
Hazardous materials survey	Owns unknown pre-existing conditions	Coordinates design implications	Provides access and demolition input	Town-direct environmental consultant	Pre-demolition survey and abatement scope
Hazardous materials remediation	Pays for disclosed/unknown pre-existing conditions	Provides required professional design support	Owns means, methods, safety, transport, disposal and pollution caused by operations	CORE early-work package / GMP after characterization	Abatement plan, manifests, clearance reports
Special inspections	Pays for independent owner QA	Prepares Statement of Special Inspections and reviews reports	Coordinates access, scheduling and corrections	Town-direct special inspector	Statement, reports and final certificate
Construction QC testing	None except oversight	Reviews design implications	Procures and manages subcontractor/QC testing	CORE / trade scope	QC plan and test reports
Owner QA/material acceptance testing	Retains independent lab	Reviews reports	Coordinates access and corrects deficiencies	Town-direct testing laboratory	QA reports and nonconformance log
Envelope consulting and testing	May retain independent Owner acceptance testing	Owns envelope design, specialist coordination, performance criteria and testing requirements	Coordinates mockups and contractor-controlled QC/field testing; includes assigned contractor/trade testing in the GMP	Grace envelope specialist plus CORE-controlled mockup/QC testing; Town-direct independent acceptance testing where independence is desired	Envelope design criteria, testing responsibility matrix, mockup plan and acceptance-testing plan finalized before GMP
Systems commissioning	Retains independent commissioning authority where desired	Responds to commissioning design review and witnesses testing as required	Coordinates and executes defined functional testing through trades and carries assigned testing costs in the GMP	Town-direct commissioning authority; commissioning responsibility/testing matrix finalized before GMP	OPR, BOD, commissioning plan, responsibility matrix, functional test procedures/reports and deficiency log
Aquatic system start-up	Participates through operations staff and approves objective acceptance criteria	Pool engineer observes/evaluates design compliance and reviews startup documentation	Aquatic trade and CORE execute, adjust and document the defined startup/testing protocol	CORE construction scope with Grace/pool-consultant oversight; written startup protocol finalized before GMP	Startup protocol defining systems, seven-day test, utilities, chemicals/consumables, training, Town participation, documentation and acceptance criteria
FF&E selection and procurement	Approves and purchases unless expressly included in the GMP; identifies Owner-furnished items	Programs, designs, specifies and assists procurement; coordinates required design interfaces	Coordinates construction interfaces, delivery, storage, installation, connections and schedule for items assigned to CORE	Split scope using a detailed FF&E/OFE responsibility matrix, including OFCI/OFOI or equivalent categories	FF&E budget, item list and responsibility matrix assigning selection, purchase, receipt, storage, installation, connection, startup, warranty and schedule
Record documents	Receives and accepts	Reviews apparent completeness; incorporates design-issued changes	Maintains field as-builts and prepares closeout set	CORE prepares; Grace reviews	Monthly updates and final record set
Warranty administration	Owns maintenance and timely notice	Responds to design-related issues; 10-month review	Manages construction warranty; 22-month inspection	Separate but coordinated obligations	Warranty platform, inspections, issue log

Exhibit B

PROJECT RESPONSIBILITY & RISK ALLOCATION MATRIX

Risk / Obligation	TOWN	GRACE	CORE	Process / Contracting Structure	Key Deliverable / Control
Subconsultant scope and contract management	Approves named key subconsultants and negotiated prime scope	Fully responsible for all disciplines; downstream terms do not limit prime obligations	Coordinates with design team but has no responsibility for Grace's consultant contracts	Prime agreement plus reconciled consultant scope matrix; downstream contracts not incorporated	Order-of-precedence clause and signed scope matrix
Discipline construction observations	Receives reports and may request targeted attendance	Provides sufficient architect/engineer/pool/civil/landscape observations despite downstream visit caps	Schedules work and gives advance notice before critical work is concealed	Grace Basic Services with milestone-based visit schedule	Visit matrix, field reports and deficiency log
MEP/technology scope completeness	Confirms owner systems and operational criteria	Provides complete MEP, AV, structured cabling and security design; establishes fire-protection performance/design criteria and coordinates building/water-supply interfaces; reviews delegated design for conformance	Provides constructability, procurement and trade coordination; qualified fire-protection trade completes delegated/deferred design, calculations, permit submittal and installation within the GMP	Grace design criteria and interface coordination plus CORE fire-protection trade delegated design in GMP; delegation boundaries documented before GMP	System responsibility matrix, basis-of-design narratives, fire-protection performance criteria and delegated-design submittal requirements
Aquatic/structural interfaces	Approves program and operational requirements	Owns complete design and closes pool/structural/civil/MEP interfaces among its consultants	Provides constructability and delegated-design input where expressly specified and prices the resulting construction scope	Signed Grace discipline/interface matrix incorporated into prime scope and completed before GMP and affected design packages	Component matrix for pool shells, deck, slides/features, pits, drains, bonding, structural supports, MEP/controls and civil/utilities
Demolition design and environmental characterization	Procures hazardous-material survey and owns genuinely unknown pre-existing conditions	Provides ordinary architectural/structural/MEP/civil/pool demolition, decommissioning and utility-cutover documents	Owns demolition means, methods, safety and disposal; receives relief only for genuinely unknown conditions qualifying under the Contract differing-site/hazardous-condition procedures	Town environmental consultant plus Grace demolition design plus CORE execution, with prompt-notice/investigation/equitable-adjustment mechanism for qualifying unknown conditions	Environmental survey, demolition plans, utility cutover plan, abatement package, notice protocol, manifests and clearance documentation
Subconsultant fees, travel and reimbursables	Pays only prime-agreement compensation and approved add services	Manages downstream fees, markups, travel and visit costs within negotiated compensation	Not applicable	Consolidated Grace fee exhibit controls	Included-services schedule and written add-service authorization
Permitting and agency approvals	Provides required owner signatures/authorizations and pays Town-responsible agency fees unless otherwise assigned	Identifies required design approvals; prepares/seals design permit documents and responds to design-review comments	Coordinates construction/trade permit logistics and obtains permits expressly assigned to CMAR/trades, including delegated/deferred-submittal permits in the GMP	Permit responsibility matrix completed during design and finalized before GMP; avoid blanket "permits by contractor" allocation	Permit/approval log for building, civil, health/aquatics, fire, utility, demolition/abatement and trade/deferred permits, identifying preparer, submitter, fee payer, comment response and final approval
Dry utility coordination	Provides owner authorizations and pays owner-responsible utility/service fees unless included elsewhere	Civil/MEP team establishes loads, service applications, points of connection, routing and design requirements and coordinates design information with serving utilities	Supports potholing/constructability, procurement and scheduling; coordinates utility construction, temporary service and trade interfaces included in the GMP	Design-team utility coordination during design; electric, gas and communications responsibilities and utility-company work finalized before GMP	Utility responsibility matrix, load letters/service applications, utility-company design/work assignments, routes, trench/ductbank scope, fees/easements, temporary service, milestone schedule and final connections