



**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA08-085**

1. Agenda Item Number:
43

2. Council Meeting Date:
October 25, 2007

TO: MAYOR & COUNCIL

3. Date Prepared: October 8, 2007

THROUGH: CITY MANAGER

4. Requesting Department: Public Works

5. SUBJECT: Award a Design Services Contract to Environmental Planning Group for Queen Creek Basin, Project No. ST0601-201, in an amount not to exceed \$368,930.

6. RECOMMENDATION: Staff recommends that Council award a Design Services Contract to Environmental Planning Group for Queen Creek Basin, Project No. ST0601-201, in an amount not to exceed \$368,930.

7. BACKGROUND/DISCUSSION: In 2003, the City of Chandler and the Flood Control District of Maricopa County (FCDMC) each purchased one-half of approximately 70 acres of land at southeast corner of Queen Creek Road and McQueen Road. The property was purchased as a retention basin that is one part of the recommended regional drainage plan identified in the Higley Area Drainage Master Plan. The parcel purchased is known as the Queen Creek Road Basin and was intended to retain 204 acre-feet of storm water runoff from the 100-year storm. As part of the agreement, the FCDMC agrees to pay 50% of the design and construction costs associated with the basin in an amount not to exceed \$1,500,000. In May 2007 Council approved a land swap of 44.48 acres with the Chandler Airport Property Investors (CAPI) Limited Partnership to shape the parcels to their current configuration as shown on the attached map.

The proposed contract is for design services to study the required runoff volume for the retention basin, prepare plans for the basin, and the design of Nozomi Park. Nozomi Park will primarily be an open space park with turf and limited park amenities situated within the 70 acre basin.

8. EVALUATION: The consultant selection process was conducted in accordance with established City policies and procedures. On June 5, 2007, staff received statements of qualifications from seven (7) firms to provide design services for Queen Creek Basin. The selection committee consisted of:

- Chris Lamm, Project Manager
- Dave Verhelst, Storm Water Program Coordinator
- Don Tolle, Park Planning Superintendent
- Bill Fay, Public Works Engineer
- Tom Harrison, Registered Contractor
- Raj Shah, Maricopa County
- Arend Van Gemmert, Resident

Staff recommends a contract award to Environmental Planning Group. The costs proposed for this project were comparable to staff estimates and historical design services prices.

9. FINANCIAL IMPLICATIONS:

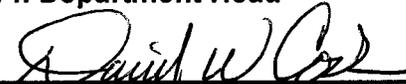
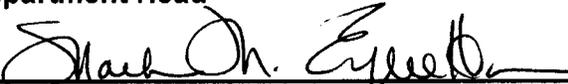
Cost: \$368,930
Savings: N/A
Long Term Costs: N/A
Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
217.3310.0000.6517.7ST533	FCDMC Grant	Queen Creek Basin	TY 06/07	\$ 87,442.26
412.3310.0000.6511.7ST533	Storm Sewer Bonds	Queen Creek Road Basin	FY 06/07	\$ 87,442.26
420.4580.0000.6611.4PR435	Park Bonds	Queen Creek/McQueen Park	FY 03/04	\$194,045.48

10. PROPOSED MOTION: Move that Council award a Design Services Contract to Environmental Planning Group for Queen Creek Basin, Project No. ST0601-201, in an amount not to exceed \$368,930, and authorize the Mayor to sign the contract documents.

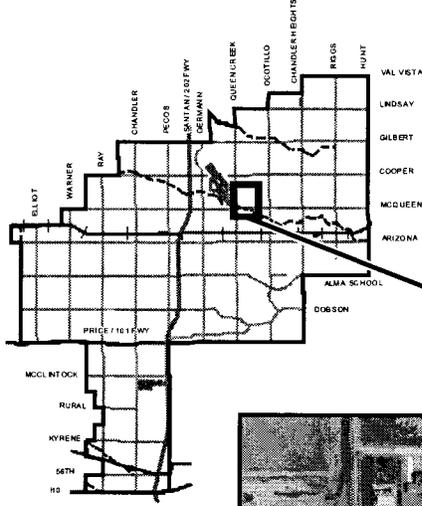
ATTACHMENTS: Location Map, Contract

APPROVALS

<p>11. Requesting Department  David Verhelst, Stormwater Program Coordinator</p>	<p>14. Department Head  Daniel W. Cook, Acting Public Works Director</p>
<p>12. Department Head  Mark Eynatten, Community Services Director</p>	<p>15. City Manager  W. Mark Pentz</p>
<p>13. City Engineer  Sheina Hughes, Acting Assistant Public Works Director/City Engineer</p>	



QUEEN CREEK BASIN / NOZOMI PARK PROJECT NO. ST0601-201



MEMO NO. CA08-085



REQUEST FOR LEGAL SERVICES		Request Number
To: Sandy/Joni	From: Contract Administration	Date: 10/10/07
Date Service Required:	Point of Contact: Carol Legnon	Phone #: 3333 Mail Stop: 407
SERVICES REQUESTED:		
<input type="checkbox"/> Formal Written Opinion <input type="checkbox"/> Informal Written Opinion <input type="checkbox"/> Verbal Opinion <input type="checkbox"/> Review Contract <input type="checkbox"/> Prepare Contract <input type="checkbox"/> Provide Training		
<input type="checkbox"/> Review Resolution/Ordinance <input type="checkbox"/> Prepare Resolution/Ordinance <input type="checkbox"/> Review Attached; Send Letter <input type="checkbox"/> Review Documents <input type="checkbox"/> Filing of Lawsuit <input checked="" type="checkbox"/> Other:		
(Note: Attach all pertinent information (e.g., contact persons within and without City, date of Council approval, citation to applicable code/charter provisions.)		
Explanation: Please review and initial: ST0601-201, Queen Creek Basin		
LAW DEPARTMENT USE ONLY		
Date Received:	Assigned To:	First Contact:
Date of Reply:	See File:	Response Time:
Reply:		

**CONSTRUCTION MANAGER AT RISK
DESIGN CONSULTANT CONTRACT**

PROJECT TITLE: **Queen Creek Basin and Nozomi Park**

PROJECT NO: **ST0601-201**

This Agreement is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Environmental Planning Group**, an Arizona Corporation, hereinafter called DESIGN CONSULTANT.

WHEREAS, DESIGN CONSULTANT represents DESIGN CONSULTANT has the expertise and is qualified to perform the services described in this Agreement; and

WHEREAS, the Mayor and City Council/City Manager of the City of Chandler are authorized and empowered by the provisions of the City Charter to execute Agreements for Professional Services; and

WHEREAS, the Parties intend to have this Project designed and constructed using a Construction Manager at Risk method with DESIGN CONSULTANT being a part of a Design Team; and

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and DESIGN CONSULTANT, as follows:

1. **DESCRIPTION OF PROJECT:** The Project known as the **Queen Creek Basin and Nozomi Park** will be an approximately **70 acre retention basin and park located at the Southeast corner of Queen Creek Road and McQueen Road**. The Project is more specifically described in Exhibit A attached hereto and incorporated herein by reference.
2. **GENERAL CONDITIONS:** The CITY's General Conditions for Construction applies to this contract. Words used in this Agreement which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. DESIGN CONSULTANT is the Project Designer as defined in said General Conditions.
3. **SCOPE OF WORK:** DESIGN CONSULTANT shall design the Project all as more specifically described in Attachment A attached hereto and incorporated herein by reference.
4. **DESIGN TEAM:** DESIGN CONSULTANT shall be a part of and participate together with the Design Team and shall attend meetings with, provide information to and cooperate with the person retained by CITY to be the Construction Manager at Risk (CM@RISK).
5. **FEE FOR SERVICES:** For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed the sum of **Three Hundred Sixty Eight Thousand Nine Hundred Twenty Eight dollars Thirteen cents (\$368,928.13)** at the rates shown in and in accordance with the fee schedule attached hereto as Attachment B and made a part hereof by reference. Payment will be made monthly on the basis of progress reports corresponding with the rates and charges listed on the fee schedule and showing the number of hours or other basis to determine the fee earned to that date. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included with each application for payment: a clear, detailed invoice reflecting items being billed for, reimbursables; a summary sheet showing percentage of work completed to date; amount/percent billed to date; current status of all tasks within a project; and any/all backup documentation supporting the above items. Work schedule updates shall also be included in the monthly progress payment requests.
6. **PERIOD OF SERVICE:**

- A. Following receipt of a "Notice to Proceed" with the design work, DESIGN CONSULTANT shall complete the design and have all documents ready for construction or bidding within 150 calendar days of the date indicated on the Notice to Proceed.
- B. The Design Services for preparation of design and construction document period will be approximately 150 days. Following the "Notice To Proceed" for construction of the Project, DESIGN CONSULTANT shall perform the construction administration portion of this contract for approximately 30 days.
- C. DESIGN CONSULTANT shall prepare and deliver to CITY record documents within 30 days of the date of receipt of the red line drawings from the CM@Risk.
- D. DESIGN CONSULTANT shall complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A-2 and as discussed with the CM@Risk for meeting schedule attached herein. In the event delays are experienced beyond the control of DESIGN CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and DESIGN CONSULTANT.

7. OPINIONS OF PROBABLE COSTS (ESTIMATES): Any opinions of probable project cost or probable construction cost provided by DESIGN CONSULTANT are made on the basis of information available to DESIGN CONSULTANT and on the basis of DESIGN CONSULTANT's experience and qualifications, and represents its best judgement as an experienced, licensed and qualified professional. However, since DESIGN CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DESIGN CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost DESIGN CONSULTANT prepares. The DESIGN CONSULTANT is responsible for advising and consulting with the City on cost. DESIGN CONSULTANT is not responsible for providing for formal estimates, this is the CM@Risk responsibility.

8. REPORTS & APPROVALS: All work shall be subject to the approval by CITY and each phase of the work will be submitted to CITY in accordance with schedule included in Exhibit A and in the format prescribed by CITY. When requested by CITY, DESIGN CONSULTANT will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

9. STANDARDS OF PERFORMANCE:

- A. This design contract has been awarded to DESIGN CONSULTANT based on their proposal that those personnel and consultants listed in Exhibit A attached hereto will perform the portions of the work listed on said Exhibit A. DESIGN CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.
- B. DESIGN CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. DESIGN CONSULTANT shall correct any such deficiencies without additional compensation or cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.
- C. DESIGN CONSULTANT shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. DESIGN CONSULTANT shall insure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by DESIGN CONSULTANT, any standard details or specifications incorporated therein by reference, and the Construction Contract. The DESIGN CONSULTANT is responsible, along with his designers, for attesting to the design correctness and scaling the design documents.
- D. DESIGN CONSULTANT shall be responsible for the completeness and accuracy of his/her work prepared or compiled under obligation for this project and shall correct, at his/her expense, all errors or omissions therein, which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications shall be accomplished by the DESIGN CONSULTANT. The cost of the design necessary to correct those errors attributable to the DESIGN

CONSULTANT and any damage incurred by the City as a result of additional construction costs caused by such engineering errors shall be chargeable to the DESIGN CONSULTANT. The fact that the City has reviewed or approved the DESIGN CONSULTANT's work shall in no way relieve the DESIGN CONSULTANT of any of DESIGN CONSULTANT's responsibilities.

10. INDEMNIFICATION

A. For Professional Liability:

To the fullest extent permitted by law, DESIGN CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature related to, arising out of, or alleged to have resulted from the errors, mistakes or omissions relating to professional services by DESIGN CONSULTANT, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose errors, mistakes or omissions DESIGN CONSULTANT may be legally liable. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC (other than DESIGN CONSULTANT, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

B. For all Other Liabilities, Hazards and Exposures:

To the fullest extent permitted by law, DESIGN CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from the actions of DESIGN CONSULTANT and alleged to have been caused in whole or in part by any act or omission of DESIGN CONSULTANT, anyone directly or indirectly employed by them or anyone for whose acts DESIGN CONSULTANT may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of DESIGN CONSULTANT, its agents, employees or representatives to fulfill DESIGN CONSULTANT's obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than DESIGN CONSULTANT, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

C. Consequential Damages:

The parties intend that damages and/or costs and all other terms implying an amount tied to liability shall include consequential damages and loss of productivity limited to the total value of this contract in dollars as payable by the City of Chandler or twice the amount of aggregate insurance required by this Contract, whichever is greater.

D. Insurance does not limit liability:

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

11. INSURANCE REQUIREMENTS:

11.1 General Requirements:

- A. DESIGN CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or

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better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.

- B. Policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager
- C. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D. If any of the insurance policies are not renewed prior to expiration, payments to the DESIGN CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the DESIGN CONSULTANT.
- E. All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F. DESIGN CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G. The insurance policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of DESIGN CONSULTANT's acts, errors, mistakes, omissions, work or service.
- H. The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of DESIGN CONSULTANT. DESIGN CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require DESIGN CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will not be accepted except with permission of the Management Services Director/designee.
- I. All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the DESIGN CONSULTANT with reasonable promptness in accordance with the DESIGN CONSULTANT's information and belief.
- K. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the DESIGN CONSULTANT until such time as the DESIGN CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

11.2 Proof of Insurance - Certificates of Insurance

- A. Prior to commencing work or services under this Agreement, DESIGN CONSULTANT shall furnish to CITY Certificates of Insurance, issued by DESIGN 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 and obtain from the City's Risk Management Division approval of such Certificates.

- B. If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C. All Certificates of Insurance shall identify the policies in effect on behalf of DESIGN CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise DESIGN CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve DESIGN CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of DESIGN CONSULTANT's obligations under this Agreement.

11.3 Required Coverage

Such insurance shall protect DESIGN CONSULTANT from claims set forth below which may arise out of or result from the operations of DESIGN CONSULTANT under this Contract and for which DESIGN CONSULTANT may be legally liable, whether such operations be by the DESIGN CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- C. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the DESIGN CONSULTANT's employees;
- D. Claims for damages insured by usual personal injury liability coverage;
- E. Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- G. Claims for bodily injury or property damage arising out of completed operations;
- H. Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
- I. Claims for injury or damages in connection with one's professional services;
- J. Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included;

11.3.1 Commercial General Liability - Minimum Coverage Limits:

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The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for DESIGN CONSULTANT's operations and products, and completed operations.

11.3.2 General Liability - Minimum Coverage Limits

- A. The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.
- B. Automobile Liability: DESIGN CONSULTANT 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 any owned, hired, and non-owned vehicles assigned to or used in performance of the DESIGN CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, 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 and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

11.3.3 Worker's Compensation and Employer's Liability:

DESIGN CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over DESIGN CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit. In case any work is subcontracted, DESIGN CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of DESIGN CONSULTANT.

11.3.4 Professional Liability:

DESIGN CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by DESIGN CONSULTANT, or any person employed by DESIGN CONSULTANT, with a claims made policy limit of not less than \$1,000,000.

12. DISPUTE RESOLUTION:

- A. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- B. Disputed Items. CITY may temporarily delete any disputed items contained in DESIGN CONSULTANT's invoice, including items disputed due to lack of supporting documentation, and pay the remaining amount of the invoice. CITY shall promptly notify DESIGN CONSULTANT of the dispute and request clarification and/or remedial action. CITY may withhold payment on all disputed items until the issues are resolved. After any dispute has been settled, DESIGN CONSULTANT shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.
- C. Good Faith Negotiation. CITY and DESIGN CONSULTANT agree to negotiate all disputes between them in good faith prior to exercising their rights under law.
- D. Binding Special Arbitration. All claims, disputes and other matters in question between CITY and DESIGN CONSULTANT arising out of, or relating to this Agreement, or the breach thereof (except for claims which have been resolved pursuant to paragraphs 9 or 12 A, B and C herein) above shall be decided by binding,

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unappealable special arbitration, as described below, if the claim for compensation, costs or expenses, damages or reimbursement is equal to or less than \$50,000. Claims over \$50,000 shall have non-binding mediation as the first step to settling the dispute or claim.

E. Special Arbitration. All arbitration of claims shall be conducted in Chandler, Arizona, in accordance with the following rules:

1) Any time after the parties have attempted in good faith but without success to resolve one or more disputes, a party may notify the other in writing that they are at impasse (Notice of Impasse) and request immediate arbitration in accordance with the terms herein.

2) Within ten (10) days after the date of such Notice of Impasse, each party shall select an impartial intermediary, who shall, together, agree upon a third impartial person who will be the arbitrator. To be considered impartial an intermediary or arbitrator shall not have any previous or current relationship which would be considered a conflict of interest with either party, including, but not limited to, current or previous employment or contractual relationship, indebtedness or ownership interest.

3) The parties shall immediately cooperate with each other to draft together a short summary of the facts and a list of questions or issues to be resolved by the arbitrator. If the facts are in dispute, such disputed facts shall be listed as contentions by the party asserting them. In the event the parties are unable to agree upon a summary of the facts or a list of questions or issues, each party shall instead include a statement of facts and list of issues in that party's Position Paper submitted to the arbitrator. Such summary of facts and list of questions or issues shall be completed by the parties and submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.

4) The parties shall cooperate to gather any documents and exhibits necessary to resolve the issues and provide them jointly to the arbitrator. In the event of a dispute between the parties regarding whether a document should be provided, the disputed document shall be submitted to the impartial intermediaries who will determine its appropriateness for submittal. Correspondence between the parties which discusses settlement or resolution of the issues shall be submitted. All such evidence shall be submitted to the arbitrator within twenty (20) days of the date of the Notice of Impasse.

5) Each party may submit a written Position Paper of no more than ten (10) pages, supporting or explaining that party's position and providing citations to relevant law. Any such Position Paper shall be submitted to the arbitrator within thirty (30) days of the date of the Notice of Impasse.

6) There shall be no hearing, no witnesses, no argument nor contact by the parties or their representatives with the arbitrator except for the joint submittals and each party's Position Paper.

7) The arbitrator may request additional information and may make any other orders necessary to resolve the entire matter.

8) The arbitrator shall issue a written decision resolving all the submitted issues within 30 days after receiving the Position Papers.

F. Nothing herein contained shall be so construed as to preclude DESIGN CONSULTANT or CITY from commencing a legal action in relation to claims in excess of \$50,000, but the sole legal remedy in relation to claims of \$50,000 or less shall be binding, unappealable special arbitration as described above.

13. **AMENDMENTS:** Whenever a change in the Scope of Work contemplated in this Agreement is determined to be necessary, the work will be performed in accordance with this Agreement provided, however, that BEFORE such work is started, an Amendment shall be executed by CITY and DESIGN CONSULTANT. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to DESIGN CONSULTANT may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by DESIGN CONSULTANT will be allowed by CITY except as provided herein, nor shall DESIGN CONSULTANT do any work not covered by this Agreement unless such work is authorized through an executed amendment.

CITY OF CHANDLER

DESIGN CONSULTANT

MAYOR Date

By: David Hill
Signature

ADDRESS FOR NOTICE

City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE

Environmental Planning Group
4141 N. 32nd St., Ste. 102
Phoenix, AZ 85018

Phone: 602.956.4370

ATTEST:

City Clerk

ATTEST: If Corporation

R. Elmer
Secretary

APPROVED AS TO FORM:

City Attorney By: [Signature] SEAL

14. TERMINATION WITHOUT CAUSE: CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to DESIGN CONSULTANT specifying the termination date. Immediately after receiving such notice, DESIGN CONSULTANT shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

DESIGN CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of DESIGN CONSULTANT(S) fee described in this Agreement under paragraph 4 and shall be in an amount to be agreed mutually by DESIGN CONSULTANT and CITY. CITY shall make this final payment within sixty (60) days after DESIGN CONSULTANT has delivered the last of the partially completed items.

15. OWNERSHIP OF DOCUMENTS: All documents, including, but not limited to, preliminary designs, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis, communications (e-mail, minutes, telephone, memos, etc.) and studies which are prepared in the performance of this Agreement are to be, and shall remain the property of CITY. DESIGN CONSULTANT shall furnish CITY, upon its request, originals or reproducible copies of technical specifications and copies of all other documents listed above. DESIGN CONSULTANT shall endorse, by his professional seal, all plans and engineering data furnished by it.

16. RE-USE OF DOCUMENTS: The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for this specific project and are not intended nor represented by DESIGN CONSULTANT to be suitable for re-use for any other project. Any reuse without written verification or adaptation by DESIGN CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to DESIGN CONSULTANT.

17. NO KICK-BACK CERTIFICATION: DESIGN CONSULTANT warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the DESIGN CONSULTANT firm.

For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

18. CONFLICT OF INTEREST: DESIGN CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Agreement within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of CITY is, at any time while this Agreement is in effect, an employee of any other party to this Agreement in any capacity, or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

19. CONTROLLING LAW: The laws of the State of Arizona shall govern this agreement.

20. NO ASSIGNMENT: DESIGN CONSULTANT shall not assign, transfer, convey or subcontract this Agreement or the services to be rendered pursuant thereto without the prior written consent of CITY.

21. NOTICES: Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this day of , 2007.

EXHIBIT A

TASK 1 – PROJECT MANAGEMENT PROGRAMMING

Purpose:

To establish a basis of understanding among all of the team members and to confirm the design scope and identify the interface between the City and the Construction Manager @ Risk (CM@R). The intent is to clearly define the details of the work program with the City. This will inform all parties of the production schedule and will enable the team to identify critical elements to be coordinated to enable timely production. It is also an opportunity to discuss items that the owner feels are important or delete items that can be addressed by other means. This allows DESIGN CONSULTANT's design team to accurately define the intended scope, identify assumptions, and refine the project schedule. This effort will minimize delays during production for contract adjustments.

Tasks Required:

A. Establish a Project Management Programming Meeting

A1.1 Set Initial Meeting:

- Coordinate a meeting time, place, and list of attendees.

A1.2 Outline Goals and Approach:

- Outline and define the goals specific to this project.
- Establish an approach to optimize the opportunities for this project's success.
- Establish a rapport with the various parties involved to work as a team and as a "partnering" unit to achieve the goals of this project.

A1.3 Review and Revise Scope:

- Review the initial scope of work and identify scope adjustments.

A1.4 Outline Project Schedule:

- Prepare the initial schedule to accommodate scope adjustments.

A1.5 Identify Milestones:

- Define specific dates for all significant coordination, review meeting, and milestones.

A1.6 Review Contract:

- Discuss and review specific contractual issues that need clarification.

A1.7 Identify Existing Data:

- Identify and assign responsibilities for initial data exchange of pertinent information available or to be provided by the City or other agencies.

B. Follow-up to the Management Programming Meeting

B1.1 Coordinate with Disciplines:

- Each discipline task leader will prepare a written scope and assign labor hours to the tasks identified during the programming session.

B1.2 Prepare Final Scope/Contract:

- The Project Manager will consolidate and organize the scope of services and labor hours into the contractual submittal package.

B1.3 Review Contract with Owner:

- The contract scope, fees, and schedule will be reviewed with the owners, final adjustments will be made and the owner will coordinate the final Council approvals.

C. Define DESIGN CONSULTANT's Project Administration Procedures

C1.1 Prepare Project Schedule:

- Prepare the project schedule detailing critical dates including submittal milestones, review meetings, workshop sessions, and utility coordination timeframes.

C1.2 Project Setup

- Initiate DESIGN CONSULTANT's administration procedures including a project set-up sheet, 40B book filing system, CADD file organization procedures, an FTP site, and files for plans.

C1.3 List of Contacts:

- Develop a list of contacts of all key team members for the owner, DESIGN CONSULTANT's team, the CM@R, and any known agency contacts.

C1.4 Subconsultant Agreements:

- Establish contractual agreements with DESIGN CONSULTANT subconsultants based on the scope and schedule identified by the owner during the programming phase.

TASK 2: DATA COLLECTION

Purpose:

Collect available relevant data pertinent to on- and off-site conditions and regulations or procedures, which may influence the design concepts. Data pertaining to soils, topography, hydrology, climate, visual character, vegetation, land use and zoning will be collected. In addition to these site factors, information pertaining to utilities, engineering constraints, maintenance concerns and design guidelines will be researched.

Tasks Required:

A. Obtain Existing Data and Background Information

A2.1 Obtain Existing Data:

- Obtain all available site data from the City including existing mapping and engineering documents.

A2.2 Review Existing Data:

- Read and identify information provided in previous documentation pertinent to the project. Coordinate with other disciplines, if appropriate.

A2.3 Research Survey Boundary Data:

- Coordinate with the owner to identify desired limits of aerial mapping and site-specific survey data.

A2.4 Coordinate Survey for Base Data:

- Coordinate with the disciplines required to set the survey ground control and panel points for use in preparing new aerial mapping.

A2.5 Review the Mapping:

- Obtain aerial mapping data for use as base information. Digital data should include both contour mapping at a scale and contour interval agreed to by all parties and an aerial photograph depicting existing site features at a scale that matches the topography.

A2.6 Review Zoning/Land Use:

- Obtain and review land use and zoning maps of the site and adjacent parcels.

A2.7 Review Travel Routes:

- Obtain and review documentation of existing and proposed travel routes, which will impact the site. These should include roadways, bus routes, bike paths, pedestrian links and equestrian trails.

- A2.8 Review Hydrology Reports:
 - Obtain and review hydrology reports and documents previously prepared, which address drainage and hydraulic conditions impacting this site.
- A2.9 Review Traffic Reports:
 - Obtain and review engineering reports and documents, which provide data associated with traffic requirements.
- A2.10 Review Airport Guidelines:
 - Obtain and review guidelines and limitations associated with the Chandler Airport.
- A2.11 Review Existing Geotechnical Data
 - Obtain and review geotechnical data prepared previously and pertinent to the site. The report will be made available to the consulting team by the City or an adjacent landowner.

- B. Prepare an Image Log of the Site:
 - B2.1 Site Visit to Take Images:
 - During a site visit walk the majority of the site and take digital images of the various site conditions.
 - Photograph both on-site features and off-site features, which could have an impact on the design concept.
 - B2.2 Download and File Images:
 - Download the photo images into a project file, which will be available for reference throughout the duration of the project.
 - B2.3 Prepare Site Image Display:
 - Prepare a site image display graphic. Arrange representative images on a graphic display with a site map to indicate the location of the images. This graphic will demonstrate key features of the site and the general location and/or visual orientation of those features. The board will be used for reference during the design phase and also as a display for workshop or public sessions.

- C. Utility Data and Agency Review Procedures
 - C2.1 Review Utility Requirements:
 - Task leaders from the DESIGN CONSULTANT team will coordinate with the appropriate utility agencies to identify the location and capacities of off-site utilities.
 - C2.2 Outline Utility Review Process:
 - The task leaders will document the tie-in locations for the utilities and will prepare an outline of the submittal and review procedures for each utility.
 - C2.3 Incorporate Utility Review and Schedule:
 - The task leaders will forward this information to the project manager so that these review and submittal procedures can be incorporated into the project schedule.

- D. City Specific Design Criteria
 - D2.1 Review City Criteria:
 - The DESIGN CONSULTANT team will coordinate with the City of Chandler to obtain or identify any pertinent design standards, which the City has established and/or enforces.
 - D2.2 Review Maintenance Preferences:

- The DESIGN CONSULTANT team will meet with City maintenance personnel to identify specific design criteria they may have. If available, we will obtain a list of any preferential equipment the maintenance staff wants utilized on this project primarily electrical, lighting, mechanical, and irrigation equipment.

D2.3 Identify Stakeholders:

- The DESIGN CONSULTANT team will work with the City to identify the various stakeholders and/or organizations, which may be users of the park facilities. We will obtain data from these groups, which could impact the types, quantities, dimensions, and arrangements of the proposed facilities.

D2.4 Identify Project Budget:

- Based on information provided by the City, DESIGN CONSULTANT will identify the intended budget available for the initial phase of the project.

E. Flood Control Coordination

E2.1 Reviews Area Drainage Plan:

- Review existing documentation previously developed associated with the area-wide drainage influence of this site.

E2.2 Coordinate with Hydrologists:

- The DESIGN CONSULTANT design team members, specialized in hydrological engineering, will coordinate with City staff to review existing data and evaluate options to address the regional drainage influences of this site. DESIGN CONSULTANT will assist with the coordination of this work.

E2.3 Coordinate with Flood Control District:

- The DESIGN CONSULTANT design team will work with the Maricopa Flood Control District to identify solutions and evaluate conditions, which will address the area drainage issues.

TASK 3: SITE ANALYSIS

Purpose:

The site analysis will be an evaluation of the natural and man-influenced characteristics and conditions of the site. This evaluation will define opportunities and constraints of these elements relative to the proposed park facilities. During this phase DESIGN CONSULTANT will interpret the data previously collected, identify potential opportunities or concerns and begin to recommend design solutions. We will evaluate what aspects of the site can be capitalized upon to develop a unique and site-responsive plan. The graphics and recommendations identified during this phase will serve as a valuable tool for use when developing the park plan.

Tasks Required:

A. Review and Assess the Potential Impact of Site Conditions

A3.1 Evaluate Topography:

- Evaluate the site topography, identify high points, low points, the aspects of slopes, the percentages of slopes, and other grade conditions.

A3.2 Review Drainage:

- Identify off-site and on-site drainage patterns.
- Indicate direction of flow, watershed areas, general conditions of flows, and potential erosion or control problem.

A3.3 Evaluate Slope Conditions:

- Analysis of slope conditions within the site. Determine if the site has areas unsuitable for certain types of park facilities due to slope conditions.

- A3.4 Review and Coordinate Geotech:
- Evaluate the surface and subsurface soil and geological conditions.
 - Identify soil types or geological conditions that may impact grading operations, building facilities, and/or plant growth. (Note: A soils report will be prepared once the anticipated locations of the park structures are identified.)
- A3.5 Evaluate Existing Vegetation:
- Identify and catalog existing site vegetation.
 - Indicate any areas that are unique and should be preserved.
 - List plants that are significant and should be considered for transplanting.
 - Identify plant micro climates based on existing plant materials that may impact the selection and placement of introduced plant materials.
- A3.6 Evaluate Climatic Influences:
- Research climatic conditions, which will impact the layout orientation or use of the proposed park facilities.
 - Determine the significance of the climatic impacts to the architecture and plant materials of the proposed park.
- A3.7 Evaluate Adjacent Land Uses:
- Research the existing and potential land use of parcels adjacent to the site. Evaluate if the proposed use is compatible with park features or if buffering or barriers will be needed.
- A3.8 Evaluate Site Ingress/Egress:
- Locate adjacent access points to the site.
 - Locate travel corridors for vehicular, pedestrian, equestrian, and bicycle routes.
 - Evaluate the access points of these routes with regard to the other site conditions and facilities proposed.
- A3.9 Evaluate Views:
- Evaluate the visual character for both on- and off-site views. Utilizing the photo log, prepared during the data collection phase, DESIGN CONSULTANT will evaluate the quality of views.
 - Both the distance and middle-ground views looking off-site and the foreground views on site will be studied in terms of the quality of the view.
 - Views that are interesting or attractive will become factors in the arrangement of park facilities that can benefit from the view.
 - Views that are distracting or not attractive will be identified as needing to be screened.
- B. Opportunities and Constraints Map
- B3.1 Develop Site Base Map:
- Combine the base data material to establish a base map for the Opportunities and Constraints Map.
- B3.2 Prepare Opportunities and Constraints Map:
- Prepare and Opportunities and Constraints Map at a scale suitable for presentation. The map will show a composite of the critical data previously identified. Site and environmental conditions will be depicted so that they can be considered during the Schematic Design Phase.
- B3.3 Render Opportunities and Constraints Map:
- Render the opportunities and constraints map in order to hi-light specific site conditions and provide a display graphic for future presentations.

TASK 4: SCHEMATIC PLAN DESIGN

Purpose:

The schematic design is the first step in synthesizing the site analysis data with the design programming information identified during the well mapping session. The design team will research and evaluate creative design solutions, which address the functional, spatial, and contextual aspects of the park design program. Graphic sketches of the solutions will be presented for review and refinement.

Tasks Required:

- A. Design Team Brainstorming Session and Conceptual Site Development
 - A4.1 List Park Facilities:
 - Prepare a list of all desired park facilities.
 - A4.2 Verify Facility Dimensions:
 - Verify the accurate dimensions and/or spatial areas required for each park.
 - A4.3 Verify Parking Requirements:
 - Verify the City's desire or local standard for the required number of parking spaces needed for each park amenity.
 - A4.4 Develop Sketch of Conceptual Plan:
 - The design team will develop the conceptual design for the 70-acre park master plan.
 - A4.5 Explore Alternatives:
 - The team will explore several alternatives for certain areas of the site during the initial schematic design.
 - A4.6 Sketches and Sections
 - Free-hand sketch plans and cross sections will be prepared to graphically depict the design concepts. These will be prepared on trace in a sketch format to depict the general character of the concepts but not the specific detail.
 - A4.7 Conceptual Grading:
 - Preliminary grading concepts and site engineering solutions will be studied.
- B. Budget Phasing and CM@R Coordination
 - B4.1 Prepare Initial Quantity Calculations:
 - Based on the layout of the schematic master plan, DESIGN CONSULTANT will measure lengths, areas, and county quantities of park facilities for inclusion in a spreadsheet.
 - B4.2 Identify Infrastructural Needs:
 - DESIGN CONSULTANT will list the proposed park features, the associated site engineering solutions, and the anticipated infrastructural needs.
 - B4.3 Prepare Initial Cost Evaluation:
 - Utilizing our database for project costs on similar recent projects, DESIGN CONSULTANT will prepare an order of magnitude cost evaluation for the entire 70-acre park.
 - B4.4 Perform Budget Comparison:
 - Based on the budget allocation defined by the City during the data-collection phase, DESIGN CONSULTANT will identify the on- and off-site facilities and infrastructures that could be included.
 - B4.5 Schematic Review Meeting:
 - DESIGN CONSULTANT will meet with the City staff and the CM@R to discuss the schematic sketches and the preliminary budget review.
 - B4.6 Prepare Meeting Notes:

- DESIGN CONSULTANT will prepare and distribute the review comments from the City concerning the schematic plan and the budget and phase analysis.

C. Geotechnical Investigation

C4.1 Coordinate Boring Locations:

- During the schematic master plan review the City, DESIGN CONSULTANT will present the recommended locations and types of geotechnical sampling suggested for the design of the structures. Basic testing required will be borings for building foundations and other possible structural elements. Some pot holing of existing utilities may be required. Subsurface testing of proposed roadways and agronomy tests for plant and turf areas.

C4.2 Review Initial Geotechnical Report

- DESIGN CONSULTANT will review the preliminary data obtained by our geotechnical consultant and evaluate the potential impacts to the park features.

TASK 5: PRELIMINARY PLAN DESIGN

Purpose:

The preliminary plan is a refinement to the schematic master plan. The dimensions are more accurate and the level of design is considered at a greater level of detail. Specific physical relationship between the park facilities are addressed during this phase and design solutions and alternatives are researched with specific products in mind. Preliminary master plan studies will be performed by several disciplines to incorporate their input early in the plan development project. This is critical in developing a realistic and feasible plan. The final product will be a graphic site plan that shows a relatively accurate arrangement of the park facilities and how the areas between these facilities are treated relative to grades, drainage, and landscaping.

Tasks Required:

A. Preliminary Plan Development:

A5.1 Incorporate Comments:

- Incorporate the design review comments from the City staff and the CM@R from the schematic plan.

A5.2 Prepare Base Plan:

- Prepare a master plan base map with the most current base data. Establish a standard title block and sheet layout suitable for the preparation and presentation of the plan.

A5.3 Perform a Coordination Meeting:

- Orchestrate a coordination meeting directed by DESIGN CONSULTANT's park designers with the other design disciplines associated with the site development aspects of the project. The disciplines involved will include civil engineers, hydrologists, CM@R, etc. During this meeting each associated discipline will see the conceptual direction of the park project and have input into design considerations that could improve the projects final design layout or minimize the implementation costs for the project.

A5.4 Explore Preliminary Alternatives:

- Following the above-mentioned meeting the park design team will refine the plan and explore design alternatives that incorporate creative design solution, which address the site engineering and constructability constraints.

A5.5 Prepare Preliminary Plan:

- A refined freehand sketch plan will be developed to demonstrate the preferred design alternative.

- A5.6 **Render Preliminary Plan:**
- The sketch plan will be rendered to help display the various site features and proposed facilities. This drawing is still considered a study drawing and the rendering technique will be "quick and loose." This is not a detailed site plan rendering.

B. Preliminary Plan Site Engineering Studies

- B5.1 **Develop Grading Concept:**
- A preliminary landform configuration plan will be prepared by the landscape architect based on the preliminary master plan. This plan will be provided to the civil engineer to incorporate specific engineering design along with slope grade and drainage criteria identified by City maintenance personnel during the previous phases.
- B5.2 **Coordinate Earthwork Calculations:**
- Coordinate preliminary earthwork calculations with the engineers and CM@R for the plan to identify approximate quantities and the extent of proposed grading.
- B5.3 **Coordinate Utility Connections:**
- Coordinate with the civil engineers to research the extension of off-site utilities and access routes to the park site.
- B5.4 **Prepare Preliminary Cost Evaluation:**
- Based on the issues and design considerations evaluated by the team, we will prepare an order of magnitude cost estimate for the preliminary site plan.
- B5.5 **Coordinate Site Hydrology:**
- The project hydrologist will research the drainage conditions of the proposed plan and make recommendations regarding the influences of those requirements of the park design.
- B5.6 **Coordinate a Drainage Report:**
- The project hydrologist also will begin to prepare a hydrology report for the park site. This report will incorporate existing data and basin design information available from the City, the Flood Control District, and previous work.

C. Preliminary Landscape and Irrigation Plan:

- C5.1 **Develop a Preliminary Landscape Plan:**
- DESIGN CONSULTANT will develop a preliminary landscape plan. This plan will identify conceptual massings or planted areas and functional use of the landscape features. Areas to be planted for screens, buffering, massing, accent, etc., will be used. Functional turf areas will be developed and the design principles of xeriscape planting design will be incorporated.
- C5.2 **Identify Ground Cover Treatments:**
- Ground cover treatments also will be identified. This will include both turf and inert rock mulches. Desired size, textures, and colors will be recommended.
- C5.3 **Prepare Landscape Cost Evaluation:**
- The project landscape architects will prepare an order of magnitude cost evaluation for the preliminary landscape treatments.
- C5.4 **Coordinate Preliminary Irrigation:**
- The irrigation designer will prepare a preliminary irrigation master plan study to define the recommended source of irrigation water and preferred methods of distribution.
- C5.5 **Coordinate Water Demand Calculations:**

- Water use evaluations will be prepared to identify the quantities needed and the gallons per acre ratios. Irrigation equipment and design preferences previously discussed will be incorporated.
- C5.6 Coordinate Irrigation Cost Evaluation:
 - The irrigation designer will prepare an order of magnitude cost evaluation identifying projected costs for the recommended irrigation system.
- D. Preliminary Lighting Plan
 - D5.1 Coordinate Preliminary Lighting Plan:
 - The lighting designer will prepare a preliminary lighting plan study to identify the preferred and required light levels for the project facilities.
 - D5.2 Coordinate Fixture Selections:
 - The DESIGN CONSULTANT team will identify suggested light fixtures and recommend spacing and arrangements to provide safe, secure, and functional light levels for the various recreational activities.
 - D5.3 Coordinate Lighting Cost Evaluation:
 - The lighting designer will prepare an order of magnitude cost evaluation identifying projected costs for the recommended lighting system.
- E. Budget and Phasing Evaluations
 - E5.1 Consolidate Cost Studies:
 - DESIGN CONSULTANT will consolidate the preliminary cost evaluations prepared by the various disciplines.
 - E5.2 Evaluate Costs:
 - An order of magnitude cost estimate for the entire 70-acre park parcel will be prepared including the off-site extensions for utilities and access routes. The estimate will indicate anticipated costs for general categories and the primary site features.
 - E5.3 Cost Comparisons:
 - DESIGN CONSULTANT will review the revised estimates with the City's original budget and the estimates of the CM@R. If needed, recommend possible adjustments to meet the City's goals.
- F. Preliminary Plan Presentation by Recreation Board
 - F5.1 Prepare Parks Board Submittal:
 - With the assistance of the City's park staff, DESIGN CONSULTANT will submit a request to be placed on the agenda of the Recreation Board. DESIGN CONSULTANT will prepare the package and request forms for submittal.
 - F5.2 Present at Park Board:
 - DESIGN CONSULTANT will present the preliminary plan and the preliminary cost evaluation to the Recreation Board.
 - F5.3 Document Comments:
 - DESIGN CONSULTANT will note the review comments of the parks board and park staff, and prepare a written summary to serve as a checklist for incorporation into the plan during the subsequent design phases.

TASK 6: 30% CONSTRUCTION DOCUMENTS (DESIGN DEVELOPMENT)

Purpose:

The construction documents are the basis for detailing the specific direction of the park design and enabling the CM@R to ascertain the trades needed to produce the construction work and to establish a price. The plans will graphically depict the intent of the design. The specifications will define the desired quality of material and the acceptable standards of craftsmanship. The purpose of segmenting the construction documents into phases during their preparation is to allow the City to review the progress of the drawings and to ensure the intent of the design is consistent with the desires of the City. The 30% construction document phase is a practical point to verify the design with the City's intent by allowing City staff the opportunity to review a progress set of plans. At this stage, the design team can make some modifications to the plans if changes are necessary.

Tasks Required:

A. 30% Plan Development

A6.1 Coordinate Review Comments:

- The project managers will ensure that the preliminary review comments have been coordinated with the task leaders of each discipline.

A6.2 Prepare Project Cover Sheet:

- A project cover sheet will be prepared based on City guidelines. This sheet typically has a project title, a location plan, signature blocks for agency review signatures, a sheet index, and the consultants seal, signature, and address.

A6.3 Refine Base Sheets:

- Base sheets will be refined based on the adjustments identified during the preliminary design phase. These sheets will be distributed electronically to the other disciplines.

A6.4 Prepare Index Map:

- A small index map showing the relationship of the work indicated on a particular sheet to the overall project site will be prepared. This index map will be included on the construction documents, when appropriate.

A6.5 Coordinate the 30% Civil Plans:

- The extent of construction documents required may vary depending on the design intent and budget limitations of the first phase of this project. The following list outlines drawings that will probably be needed.
 - 30% Civil Engineering Plans include:
 - Off-site sewer plans
 - Off-site waterline plans
 - Off-site utility plans
 - Off-site roadway/access plans/paving plans
 - Prepare a hydrology report for the project
 - On-site grading and drainage plans
 - On-site sewer plans
 - On-site water distribution plans
 - On-site utility plans
 - Paving plans and details
 - Layout and coordinate plans

B. Define Design Materials and Finishes

(In order to ensure a unity of design elements and establish an image for this project, DESIGN CONSULTANT will identify a listing of materials and finishes.)

B6.1 Identify an Aesthetic Theme:

- Coordinate with the City staff to define a theme and determine the image this park will portray.
- B6.2 Identify Hardscape Style:
 - Identify a preferred style for the structures and the hardscape elements.
- B6.3 Select Colors and Textures:
 - Determine and define a pallet of colors, textures, finishes, and patterns, which reinforce the desired image and contribute to unifying the park design elements.
- B6.4 Verify Suggested Materials:
 - Verify the availability and feasibility of the recommended finishes and materials to ensure they are cost effective and appropriate for the project budget.
- B6.5 Prepare Design Guideline Summary:
 - Prepare a design guideline, which identifies the thematic and image development materials. Evaluate how the image and thematic design elements can be incorporated into the construction of the site facilities. The summary will help ensure that the final design has a definitive image.

- C. Products and Materials Manuals
- C6.1 Prepare a List of Products:
 - Each discipline of DESIGN CONSULTANT's design team will prepare a list of manufactured products that they anticipate will be needed for this project.
- C6.2 Review List with City:
 - Identify and coordinate with City staff to review the list and identify products and materials or product types that the City would prefer to see incorporated in this project.
- C6.3 Review Maintenance Considerations:
 - Review any specific construction details and/or maintenance considerations, which should be addressed for this project.
- C6.4 Prepare a Submittal of Product Literature:
 - To summarize and catalog the conclusions identified during this phase of work, DESIGN CONSULTANT will compile manufacturer's cutsheets, typical details or written recommendations for the various products identified.
- C6.5 Identify Availability:
 - DESIGN CONSULTANT will work with the CM@R and contact the product suppliers and research the suitability and availability of that particular item.
- C6.6 Submit Product Cutsheets to City:
 - These cutsheets and details will be bound into binders and submitted to the City for their final review and comment.

- D. 30% Landscape Architectural Plans
- D6.1 Site Preparation Plans, Vegetation Salvage, and Relocation
- D6.2 Landscape Grading Plans
- D6.3 Hardscape Layout Plans
- D6.4 Hardscape Construction Details
- D6.5 Park Facilities Details

- D6.6 Playground Design Plans
- D6.7 Paving Plans
- D6.8 Planting Construction Details
- D6.9 Irrigation Distribution Plans
- D6.10 Irrigation Booster Pump
- D6.11 Irrigation Construction Details

- E. 30% Structural Plans
 - E6.1 foundation Plans for Structures (not included)
 - E6.2 Pre-Fabricated Restroom Plans (provided by manufacturer) (not included)
- F. 30% Electrical Plans for Site Features
 - F6.1 Pedestrian and Security Site Lighting Plans
 - F6.2 Park Facility Lighting Plans
 - F6.3 Electrical Construction Details
- G. 30% Specification Preparation
 - G6.1 Prepare Outline Specifications:
 - For the 30% submittal the DESIGN CONSULTANT team members will prepare an outline of the technical specifications required. Each discipline will prepare their own outline for the sections they feel are necessary.
- H. 30% Budget Analysis Review
 - H6.1 Prepare 30% Cost Evaluation:
 - DESIGN CONSULTANT will review the project budget prepared during the design development phase. DESIGN CONSULTANT will evaluate which aspects of the earlier budget should be revised based on the more accurate level of detail now available.
 - H6.2 Research Specialty Costs:
 - In the event specialty items or custom features require cost research, DESIGN CONSULTANT will contact product suppliers or contractors to assist in preparing a realistic order of magnitude cost evaluation.
 - H6.3 Budget Review with CM@R:
 - DESIGN CONSULTANT will review the 30% budget evaluation with the City and the CM@R to determine if design adjustments are needed to match the budget goals.
- I. 30% Construction Document Review:
 - I6.1 Organize 30% Set:
 - DESIGN CONSULTANT will consolidate and organize the original documents from each discipline.

- I6.2 **Number and Plot Sheets:**
 - The sheets will be numbered and organized in a logical order. Once they are arranged in a logical order they will be plotted to produce a hardcopy set of plans.
- I6.3 **30% Set Review:**
 - DESIGN CONSULTANT will perform an in-house quality control review of the 30% construction documents. Overall quality, readability, accuracy, and project coordination will be reviewed.
- I6.4 **Prepare 30% Meeting Agenda:**
 - A meeting agenda will be prepared for a review meeting with the City. Significant issues or specific directions needed to proceed with the plans will be identified.
- I6.5 **Meet to Review 30% Status:**
 - A project status review will be held with the City. The overall project will be presented and then significant aspects can be discussed to adjust the documents and determine the preferred solution.
- I6.6 **Prepare a Summary of Comments:**
 - A summary of review comments made during this session will be typed and distributed to all DESIGN CONSULTANT team task leaders and the appropriate City representatives.

TASK 7: 75% CONSTRUCTION DOCUMENTS

Purpose:

The purpose of this phase of the project is to continue the development of the construction documents to a 75% level. This work will include the refinement of design details and the elaboration of the information depicted on the plans. During this phase the DESIGN CONSULTANT team also will write, organize, and edit the technical specifications, which will be included as a part of the construction documents. The reason for submitting the plans for review at the 75% level is to allow the City and CM@R an opportunity to have input concerning the specific details and technical solutions being implemented. This also is a reasonable level to verify the constructability and conformance to budgetary goals. The approach to specific design problems can be addressed and the requirements to complete the construction documents can be reviewed.

Tasks Required:

- A. **75% Plan Development**
 - A7.1 **Incorporate 30% Comments:**
 - The project managers will ensure the 30% review comments and redlined plans are distributed and coordinated with the task leaders of each discipline and are incorporated into the 75% plans.
 - A7.2 **Update the Base Sheets:**
 - If adjustments have been made to the base sheet layout these items will be revised on the base sheets and coordinated with each discipline.
 - A7.3 **Edit Report Documents:**
 - Any reports or design calculations submitted as a part of the 30% submittal will be edited to address review comments.
 - A7.4 **Coordinate the 75% Civil Plans:**
 - DESIGN CONSULTANT will work with the civil subconsultant and the CM@R to coordinate the engineering requirements of the project. Engineering components anticipated include:
 - Water line plans
 - Utility plans
 - Roadway/access plans/paving plans

- Refine the hydrology report for the project
- Grading and drainage plans
- Sewer plans

B. Define Design Materials and Finishes

B7.1 Revise Design Materials:

- Based on the review comments provided during the 30% submittal the DESIGN CONSULTANT team will research and identify revisions to the materials and finishes of the various treatments.

B7.2 Review Product Literature Data:

- Revise the cutsheets and add new ones, which reflect the specific products and manufacturer's cutsheets for the various park amenities and equipment.

C. 75% Landscape Architectural Plans

C7.1 Site Preparation Plans (vegetation, salvage, and relocation)

C7.2 Landscape Grading Plans

C7.3 Hardscape Layout Plans

C7.4 Hardscape Detail Call-out Plans

C7.5 Hardscape Construction Details

C7.6 Park Facilities Details

C7.7 Playground Design Plans

C7.8 Planting Plans

C7.9 Planting Construction Details

C7.10 Irrigation Distribution Plans

C7.11 Irrigation Booster Pump

C7.12 Irrigation Construction Details

D. 75% Structural Plans

D7.1 foundation Plans for Structures (not in this scope)

D7.2 Pre-fabricated Restroom Plans (provided by manufacturer) (not in this scope)

E. 75% Electrical Plans for Site Features

E7.1 Pedestrian and Security Site Lighting Plans

E7.2 Park Facility Lighting Plans

E7.3 Electrical Site Construction Details

- F. 75% Specification Preparation
 - F7.1 Refine Specification Format:
 - DESIGN CONSULTANT will coordinate with the City to refine the format of the specifications.
 - F7.2 Incorporate City Comments:
 - DESIGN CONSULTANT will incorporate the City's review comments from the 30% submittal.
 - F7.3 Coordinate Specification Edits:
 - Each discipline will prepare, coordinate, and edit the technical specifications that pertain to their area of expertise.
 - F7.4 Coordinate Manufacturers Specifications:
 - DESIGN CONSULTANT team members will coordinate with suppliers, manufacturers, and installers for specialty items, which may be desired. If necessary, DESIGN CONSULTANT will incorporate their technical specifications for those items.
 - F7.5 Edit and Work Process Specifications:
 - The text for each discipline will be processed by a text editor to prepare a singular document with a consistent format.
 - F7.6 Review Specifications:
 - The project coordinator will review the entire set of specifications and verify that the disciplines have coordinated amongst themselves and that the required sections have been included.

- G. 75% Budget analysis Review
 - G7.1 Prepare 75% Cost Evaluation:
 - DESIGN CONSULTANT will review the project budget prepared during the design development phase. DESIGN CONSULTANT will evaluate which aspects of the earlier budget should be revised based on the more accurate level of detail now available.
 - G7.2 Research Specialty Costs:
 - In the event specialty items or custom features require cost research, DESIGN CONSULTANT will contact product suppliers or contractors to assist in preparing a realistic order of magnitude cost evaluation.
 - G7.3 Budget Review with CM@R:
 - DESIGN CONSULTANT will review the 75% budget evaluation with the City and the CM@R to determine if design adjustments are needed to match the budget goals.

- H. 75% Construction Document Review
 - H7.1 Organize 75% Set:
 - DESIGN CONSULTANT will consolidate and organize the original documents from each discipline.
 - H7.2 Number and Plot Sheets:
 - The sheets will be numbered and organized in a logical order. Once they are arranged in a logical order they will be plotted to produce a hardcopy set.
 - H7.3 75% Set Review:
 - DESIGN CONSULTANT will perform an in-house quality control review of the 75% construction documents. Overall quality, readability, accuracy, and project coordination will be reviewed.
 - H7.4 Prepare 75% Meeting Agenda:

- A meeting agenda will be prepared for a review meeting with the City. Significant issues or specific directions needed to proceed with the plans will be identified.
- H7.5 Meet to Review 75% Status:
- A project status review will be held with the City. The overall project will be presented and then significant aspects can be discussed to adjust the documents and determine the preferred solution.
- H7.6 Prepare a Summary of Comments:
- A summary of review comments made during this session will be typed and distributed to all DESIGN CONSULTANT team task leaders and the appropriate City representatives.
- I. 75% Utility Agency Coordination
- I7.1 Coordinate with Utilities:
- Based on the procedural requirements of the utility agencies DESIGN CONSULTANT identified during the data collection phase, DESIGN CONSULTANT's team will distribute plans and specifications or coordinate as appropriate with the various utility agencies.

TASK 8: 95% CONSTRUCTION DOCUMENTS

Purpose:

The purpose of this phase of the project is to develop the construction documents to a 95% level. This work will include the refinement of design details and the elaboration of the information depicted on the plans. During this phase the DESIGN CONSULTANT team also will edit the technical specifications, which will be included as a part of the bid documents. DESIGN CONSULTANT considers this submittal as a Final I submittal, meaning that the majority of the work is complete and the remaining 5% is used to close out the final construction documents, based on final City and CM@R reviews. This allows the City the opportunity to do a thorough review and identify specific items that may need amended. This also enables the CM@R to use these plans to prepare a price to construct the project. The plans, at this level, also are complete enough for submittal to the various agencies so that they can commence with their review procedures.

Tasks Required:

- A. 95% Plan Development
- A8.1 Incorporate 75% Comments:
- The project managers will ensure the 30% review comments and redlined plans are distributed and coordinated with the task leaders of each discipline and are incorporated into the 75% plans.
- A8.2 Update the Base Sheets:
- If adjustments have been made to the base sheet layout these items will be revised on the base sheets and coordinated with each discipline.
- A8.3 Edit Report Documents:
- Any reports or design calculations submitted as a part of the 75% submittal will be edited to address review comments.
- A8.4 Coordinate the 95% Civil Plans:
- DESIGN CONSULTANT will work with the civil subconsultant and the CM@R to coordinate the engineering requirements of the project. Engineering components anticipated include:
 - Water line plans
 - Utility plans
 - Roadway/access plans/paving plans
 - Refine the hydrology report for the project

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- Grading and drainage plans
- Sewer plans

B. Define Design Materials and Finishes

B8.1 Revise Design Materials:

- Based on the review comments provided during the 75% submittal the DESIGN CONSULTANT team will research and identify revisions to the materials and finishes of the various treatments.

B8.2 Review Product Literature Data:

- Revise the cutsheets and add new ones, which reflect the specific products and manufacturer's cutsheets for the various park amenities and equipment.

C. 95% Landscape Architectural Plans

C8.1 Site Preparation Plans (vegetation, salvage, and relocation)

C8.2 Landscape Grading Plans

C8.3 Hardscape Layout Plans (coordinate sheets and point locations)

C8.4 Hardscape Detail Call-out Plans

C8.5 Hardscape Construction Details

C8.6 Park Facilities Details

C8.7 Playground Design Plans

C8.8 Planting Plans

C8.9 Planting Construction Details

C8.10 Irrigation Distribution Plans

C8.11 Irrigation Booster Pump

C8.12 Irrigation Construction Details

D. 95% Structural Plans

D8.1 foundation Plans for Structures (not in scope)

D8.2 Pre-fabricated Restroom Plans (provided by manufacturer) (not in scope)

E. 95% Electrical Plans for Site Features

E8.1 Pedestrian and Security Site Lighting Plans

E8.2 Park Facility Lighting Plans

E8.3 Electrical Site Construction Details

- F. 95% Specification Preparation
 - F8.1 Refine Specification Format:
 - DESIGN CONSULTANT will coordinate with the City to refine the format of the specifications.
 - F8.2 Incorporate City Comments:
 - DESIGN CONSULTANT will incorporate the City's review comments from the 75% submittal.
 - F8.3 Coordinate Specification Edits:
 - Each discipline will prepare, coordinate, and edit the technical specifications that pertain to their area of expertise.
 - F8.4 Coordinate Manufacturers Specifications:
 - DESIGN CONSULTANT team members will coordinate with suppliers, manufacturers, and installers for specialty items, which may be desired. If necessary, DESIGN CONSULTANT will incorporate their technical specifications for those items.
 - F8.5 Edit and Work Process Specifications:
 - The text for each discipline will be processed by a text editor to prepare a singular document with a consistent format.
 - F8.6 Review Specifications:
 - The project coordinator will review the entire set of specifications and verify that the disciplines have coordinated amongst themselves and that the required sections have been included.

- G. 95% Budget analysis Review
 - G8.1 Prepare 95% Cost Evaluation:
 - DESIGN CONSULTANT will review the project budget prepared during the design development phase. DESIGN CONSULTANT will evaluate which aspects of the earlier budget should be revised based on the more accurate level of detail now available.
 - G8.2 Research Specialty Costs:
 - In the event specialty items or custom features require cost research, DESIGN CONSULTANT will contact product suppliers or contractors to assist in preparing a realistic order of magnitude cost evaluation.
 - G8.3 Budget Review with CM@R:
 - DESIGN CONSULTANT will review the 95% budget evaluation with the City and the CM@R to determine if design adjustments are needed to match the budget goals.

- H. 95% Construction Document Review
 - H8.1 Organize 95% Set:
 - DESIGN CONSULTANT will consolidate and organize the original documents from each discipline.
 - H8.2 Number and Plot Sheets:
 - The sheets will be numbered and organized in a logical order. Once they are arranged in a logical order they will be plotted to produce a hardcopy set.
 - H8.3 95% Set Review:
 - DESIGN CONSULTANT will perform an in-house quality control review of the 95% construction documents. Overall quality, readability, accuracy, and project coordination will be reviewed.
 - H8.4 Prepare 95% Meeting Agenda:

- A meeting agenda will be prepared for a review meeting with the City. Significant issues or specific directions needed to proceed with the plans will be identified.
- H8.5 Meet to Review 95% Status:
- A project status review will be held with the City. The overall project will be presented and then significant aspects can be discussed to adjust the documents and determine the preferred solution.
- H8.6 Prepare a Summary of Comments:
- A summary of review comments made during this session will be typed and distributed to all DESIGN CONSULTANT team task leaders and the appropriate City representatives.
- I. 95% Utility Agency Coordination
- I8.1 Coordinate with Utilities:
- Based on the procedural requirements of the utility agencies DESIGN CONSULTANT identified during the data collection phase, DESIGN CONSULTANT's team will distribute plans and specifications or coordinate as appropriate with the various utility agencies.

TASK 9: 100% CONSTRUCTION DOCUMENTS

Purpose:

This is the final step in preparing a complete set of construction documents for the first phase of this park project. During this period DESIGN CONSULTANT will finalize the plans and specifications. Final coordination and approvals from the review agencies will be obtained. Final coordination with the City will occur and the construction documents will be packaged for delivery to the City for their use and record during the construction phase of the project.

Tasks Required:

- A. 100% Completion of the Plans and Specifications
- A9.1 Coordinate Final Efforts:
- The task leaders will identify any coordination work and final tasks required by the DESIGN CONSULTANT team to finalize our work.
- A9.2 Interdisciplinary Coordination:
- Final plan preparation will include a coordination review among the disciplines who have plans that interface with other disciplines.
- A9.3 Final Sheet Coordination:
- Sheet-to-sheet coordination of the plan set will be reviewed. Project numbers, sheet numbers, detail references, sheet titles, etc. will be reviewed for accuracy.
- A9.4 Prepare Final Specifications:
- The final edits and additions will be made to the specifications. The current bid forms required by the City will be incorporated into the document.
- A9.5 Final Quality Review:
- A final quality review will be performed by the professionals who have sealed the plans.
- A9.6 Final Plan Production:
- The final deliverables will be plotted and prepared according to the requirements of the City and formally submit the final bid package to the City.
- A9.7 Final Plan Coordination with CM@R:

- The DESIGN CONSULTANT team will meet with the CM@R to review the final adjustments made to the plans and to review the pricing established by the CM@R.

A9.8 Final Agency Approvals:

- DESIGN CONSULTANT will assist the City and the CM@R to obtain final approvals from review agencies.

A9.9 Plot Final Set

- Following the final approval efforts DESIGN CONSULTANT will incorporate the final plans from the subconsultants and coordinate the final sheet index and prepare a final complete set of construction documents.

**EXHIBIT A-1
DESIGN TEAM AND THEIR ASSIGNMENTS**

Design Consultant's design team and their assignments are as follows:

- EPG, Inc. (Prime Consultant)
Disciplines: Project Management, Landscape Architecture,
Recreation Facility Design
Key Team Members: David Wilson, RLA, ASLA

SUBCONSULTANTS

- Dibble & Associates
Disciplines: Civil, Utilities, Drainage Survey
Key Team Members: Jeff McBride, P.E.

- Hoque & Associates
Disciplines: Geotechnical, Environmental Engineering
Key Team Members: Enamul Hoque, P.E., F.ASCE

- Carl Kominsky Landscape Architect, Inc.
Disciplines: Irrigation Design
Key Team Member: Carl Kominsky, RLA

- Wright Engineering, Inc.
Disciplines: Electrical Engineering
Key Team Member: Scott Wright, P.E.

- Native Resources International.
Disciplines: Plant Inventory
Key Team Member: Ada Davis

**EXHIBIT A-2
PRODUCTION SCHEDULE**

The following schedule outlines the major tasks anticipated for this project. This schedule requires resolution and direction regarding the function of this basin, defined and agreed to by the City, the Flood Control District, and any other entity, which the regional function of the basin may influence by the end of Preliminary Plan Design. Delays or extensions to finding an agreeable solution to this issue will influence the overall schedule of the project and require a time extension to completion of the Construction Documents.

Design and Construction Document Phase

Task 1 – Project Management Programming	NTP + 2 weeks
Task 2 – Data Collection	NTP + 3 weeks
Task 3 – Site Analysis	NTP + 5 weeks
Task 4 – Schematic Plan Design	NTP + 7 weeks
Task 5 – Preliminary Plan Design	NTP + 9 weeks
Task 6 – 30% Construction Documents	NTP + 12 weeks
Task 7 – 75% Construction Documents	NTP + 16 weeks
Task 8 – 95% Construction Documents	NTP + 20 weeks
Task 9 – 100% Construction Documents	NTP + 22 weeks

Approximate duration of Design Phase is 150 days. (NTP; notice to proceed.)

EXHIBIT A-3 QUALITY CONTROL PLAN

DESIGN CONSULTANT's Quality Assurance Plan is implemented and maintained to continually improve of its effectiveness in accordance with the requirements of professional industry standards. In executing this system, DESIGN CONSULTANT:

1. Determines the criteria and methods needed to ensure that the production and documentation of the project's design process is effective,
2. Ensures the availability of resources and information necessary to support the continuing development and monitoring of the design process,
3. Monitors and analyzes the design process, and
4. Implements actions necessary to achieve planned results and continual improvement of the design process.

DESIGN CONSULTANT manages the design process in accordance with the requirements of applicable project standards. Where DESIGN CONSULTANT chooses to subcontract disciplines to enhance the type and quality of our services and its conformance with requirements, DESIGN CONSULTANT is diligent in coordinating the efforts of these subcontractors.

The Quality Assurance Plan is a combination of quality control and quality assurance procedures. The Quality Assurance Plan consists of:

- Quality Control
 - Detailed Checking of Calculations, Plans and Reports
 - Independent Technical Reviews
 - Document Control / Filing System
- Quality Assurance
 - Audits of Project Procedures

Quality Control

- Detailed Checking

Calculations will be prepared and checked following the industry standard procedures and documented. Detailed checking of plans and reports will be conducted and will follow industry standard procedures and documented.

All calculations, plans, and reports will be checked following the color-coded marking procedures. Reviewer's first markings shall be in red. Corrective action will be noted by over striking red markings in yellow. Reviewer's confirmation or correction will be noted by over striking red and yellow markings in green.

The Project Manager will appoint a Quality Assurance Manager not involved in the origination of the specific calculation, plan, or report and will have the overall responsibility to assure that the checking procedures are completed.

- Design Coordination Review

Design Coordination Reviews are to verify the coordination between elements that are developed, checked and reviewed in different technologies, locations and/or companies. Documentation is provided by completing and signing a project memo acknowledging the review, together with meeting minutes and/or comment resolution forms from the coordination review.

- Independent Technical Reviews

Independent Technical Reviews (ITR) will be conducted for each client submittal. The Project Manager will appoint independent technical reviewers. The individuals conducting these reviews will be qualified staff that has not been directly involved in the preparation of the deliverables.

The individual reviews the plans, specifications, estimates, and reports for conformance to standards, constructability and overall completeness. Documentation is provided by completing and signing a project memo acknowledging the review.

- Comment Resolution

Comments from ITRs and owner reviews will be documented following this procedure. Each comment will have a response according to the legend shown on the form. A final disposition for each comment will be provided.

- Document Control/Filing System

All documents that influence the direction of the project or document key decisions will be stored in the central project file. These documents will include correspondence, contact reports, submittals, project instructions, meeting minutes and other documents as determined by the Project Manager.

Each document will be given a category by the document's originator and filed in the central project file by administrative staff. Key information in this database will include the document's originator, the addressee (if applicable), type, date, and a brief summary of the document subject matter. The document is filed in the appropriate job book by category and date.

Items that are bound or are too large to keep in the job books will be placed in the project's magazine file holders.

Quality Assurance

The Quality Assurance Manager and/or the project manager will conduct independent audits of the quality control procedures implemented on the project. These audits will be performed to determine if the quality control activities comply with the defined project quality control plan, and to determine the effectiveness of the plan. All documents undergo a review by the Project Manger or designees but are not documented as a major deliverable.

EXHIBIT B

FEE SCHEDULE - NOT TO EXCEED - HOURLY RATE

PROJECT TITLE: Queen Creek Basin and Nozomi Park
PROJECT NO. ST0601-201
Chandler, AZ.

For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed the sum of **Three Hundred Sixty Eight Thousand Nine Hundred Twenty Nine** dollars (\$368,929) in accordance with the schedule set forth in exhibits B-1 attached hereto and incorporated herein by reference.

1. **PAYMENT SCHEDULE:** Payments to Design Consultant will be based on the hourly rates and expense costs shown on the fee schedule attached as Exhibit B-1 which is based on the production schedule shown on Exhibit A-3.
2. The not to exceed fee listed above is the total authorized fee and includes "reimbursables".
3. Payment will be made monthly on the basis of time and costs expended as reported in progress reports and deliverables. Work schedule updates will be included in the monthly progress payment requests.
4. An application and certification for payment must be provided by Design Consultant. Such application must provide a clear, detailed invoice reflecting all items billed for. The summary sheet will show, in addition to hours, rates and costs, the percentage of work completed to date, previous payment invoiced/received and current fee requested.
5. Such application shall also include any/all backup documentation (i.e.: receipts, invoices, logs, etc) supporting reimbursable expenses and consultant fees.

**EXHIBIT B-1
DESIGN TEAM HOURLY RATES AND OTHER CHARGES**

Scope of Service Item	Principal	Project Manager	Senior Landscape Designer	Landscape Designer	CADD Technician	Graphics Designer	Admin.	Acct/ Clerical	TOTAL MAN-HOURS	TOTAL COSTS
Task 1 - Project Management Programming										
A Establish a Project Management Programming Meeting	0	10	2	0	\$0.00	0	5		17	\$2,020.00
A1.1 Set Initial Meeting		1							1	\$155.00
A1.2 Outline Goals and Approach		2							2	\$310.00
A1.3 Review and Revise Scope		3					2		5	\$585.00
A1.4 Outline Project Schedule		1					1		2	\$215.00
A1.5 Identify Milestones		1						0	1	\$155.00
A1.6 Review Contract		1					2		3	\$275.00
A1.7 Identify Existing Data		1	2						3	\$325.00
Man-hour Subtotal	0	10	2	0	\$0.00	0	5	0	17	\$2,020.00
Expenses										\$101.00
Task A1 Subtotal										\$2,121.00
Task B: Follow-up to the Management Programming Meeting										
B Follow-up to the Management Programming Meeting	0	11	3	0	\$0.00	0	6	0	20	\$2,320.00
B1.1 Coordinate with Disciplines		2	3				1		6	\$625.00
B1.2 Prepare Final Scope/Contract		8					4		12	\$1,480.00
B1.3 Review Contract with Owner		1					1		2	\$215.00
Man-hour Subtotal	0	11	3	0	\$0.00	0	6	0	20	\$2,320.00
Expenses										\$116.00
Task B1 Subtotal										\$2,436.00
Task C: Define EPG's Project Administration Procedures										
C Define EPG's Project Administration Procedures	0	7	2	0	\$0.00	0	6	0	15	\$1,615.00
C1.1 Prepare Project Schedule		2	1				1		4	\$455.00
C1.2 Project Setup		1					1		2	\$215.00
C1.3 List of Contacts			2						2	\$170.00
C1.4 Subconsultant Agreements		4					6		10	\$980.00
Man-hour Subtotal	0	7	3	0	\$0.00	0	8	0	18	\$1,820.00
Expenses										\$91.00
Task C1 Subtotal										\$1,911.00
Man-hour Subtotal	0	28	8	0	\$0.00	0	19	0	55	\$6,160.00
Expenses										\$308.00
Task 1 Subtotal										\$6,468.00
Task 2: Data Collection										
A Obtain Existing Data and Background	0	7	15	3	\$0.00	0	0		25	\$2,555.00
A2.1 Obtain Existing Data		1	2	3					6	\$520.00
A2.2 Review Existing Data		1	2						3	\$325.00
A2.3 Research Survey Boundary Data			1						1	\$85.00
A2.4 Coordinate Survey for Base Data			1						1	\$85.00

A2.5	Review the Mapping		1	1					2	\$240.00	
A2.6	Review Zoning/Land Use			1					1	\$85.00	
A2.7	Review Travel Routes		1	1					2	\$240.00	
A2.8	Review Hydrology Reports		1	2					3	\$325.00	
A2.9	Review Traffic Reports			1					1	\$85.00	
A2.10	Review Airport Guidelines		1	1					2	\$240.00	
A2.11	Review Existing Geotechnical Data		1	2					3	\$325.00	
Man-hour Subtotal		0	7	15	3	\$0.00	0	0	0	25	\$2,555.00
Expenses											\$127.75
Task A2 Subtotal											\$2,682.75
B Prepare an Image Log of the Site											
B2.1 Site Visit to Take Images		0	6	9	3	\$0.00	6	0	0	24	\$2,250.00
B2.1	Site Visit to Take Images		5	5						10	\$1,200.00
B2.2	Download and File Images			2						2	\$170.00
B2.3	Prepare Site Image Display		1	2	3		6			12	\$880.00
Man-hour Subtotal		0	6	9	3	\$0.00	6	0	0	24	\$2,250.00
Expenses											\$112.50
Task B2 Subtotal											\$2,362.50
C Utility Data and Agency Review Procedures											
C2.1 Review Utility Requirements		0	2	8	0	\$0.00	0	1	0	11	\$1,050.00
C2.1	Review Utility Requirements		1	2						3	\$325.00
C2.2	Outline Utility Review Process			4						4	\$340.00
C2.3	Incorporate Utility Review and Schedule		1	2				1		4	\$385.00
Man-hour Subtotal		0	2	8	0	\$0.00	0	1	0	11	\$1,050.00
Expenses											\$52.50
Task C2 Subtotal											\$1,102.50
D City Specific Design Criteria											
D2.1 Review City Criteria		0	2	4	0	\$0.00	0	0	0	6	\$650.00
D2.1	Review City Criteria			1						1	\$85.00
D2.2	Review Maintenance Preferences		1	2						3	\$325.00
D2.3	Identify Stakeholders		0.5	0.5						1	\$120.00
D2.4	Identify Project Budget		0.5	0.5						1	\$120.00
Man-hour Subtotal		0	2	4	0	\$0.00	0	0	0	6	\$650.00
Expenses											\$32.50
Task D2 Subtotal											\$682.50
E Flood Control Coordination											
E2.1 Review Area Drainage Plan		0	10	9	0	\$0.00	0	0	0	19	\$2,315.00
E2.1	Review Area Drainage Plan		3							3	\$465.00
E2.2	Coordinate with Hydrologists		3	5						8	\$890.00
E2.3	Coordinate with Flood Control District		4	4						8	\$960.00
Man-hour Subtotal		0	10	9	0	\$0.00	0	0	0	19	\$2,315.00
Expenses											\$115.75
Task E2 Subtotal											\$2,430.75

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Man-hour Subtotal	0	27	45	6	\$0.00	6	1	0	85	\$8,820.00
Expenses										\$441.00
Task 2 Subtotal										\$9,261.00
Task 3 - Site Analysis										
A Review and Assess the Potential impact of Site Conditions	0	3	8	4	\$0.00	0	0	0	15	\$1,405.00
A3.1 Evaluate Topography				1					1	\$65.00
A3.2 Review Drainage		1	2						3	\$325.00
A3.3 Evaluate Slope Conditions				1					1	\$65.00
A3.4 Review and Coordinate Geotech		1	1						2	\$240.00
A3.5 Evaluate Existing Vegetation		1	3						4	\$410.00
A3.6 Evaluate Climatic Influences				1					1	\$65.00
A3.7 Evaluate Adjacent Land Uses				1					1	\$65.00
A3.8 Evaluate Site Ingress/Egress			1						1	\$85.00
A3.9 Evaluate Views			1						1	\$85.00
Man-hour Subtotal	0	3	8	4	\$0.00	0	0	0	15	\$1,405.00
Expenses										\$70.25
Task A3 Subtotal										\$1,475.25
B Opportunities and Constraints Map	0	2	6	16	\$0.00	0	0	0	24	\$1,860.00
B3.1 Develop Site Base Map			1	3					4	\$280.00
B3.2 Prepare Opportunities and Constraints Map		2	3	8					13	\$1,085.00
B3.3 Render Opportunities and Constraints Map			2	5					7	\$495.00
Man-hour Subtotal	0	2	6	16	\$0.00	0	0	0	24	\$1,860.00
Expenses										\$93.00
Task B3 Subtotal										\$1,953.00
Man-hour Subtotal	0	5	14	20	\$0.00	0	0	0	39	\$3,265.00
Expenses										\$163.25
Task 3 Subtotal										\$3,428.25
Task 4 - Schematic Plan Design										
A Design Team Brainstorming Session and Conceptual Site Development	0	7	22	9	\$0.00	0	0	0	38	\$3,540.00
A4.1 List Park Facilities			1						1	\$85.00
A4.2 Verify Facility Dimensions			1	1					2	\$150.00
A4.3 Verify Parking Requirements			1						1	\$85.00
A4.4 Develop Sketch of Conceptual Plan		4	6						10	\$1,130.00
A4.5 Explore Alternatives		2	4						6	\$650.00
A4.6 Sketches and Sections			3	8					11	\$775.00
A4.7 Conceptual Grading		1	6						7	\$665.00
Man-hour Subtotal	0	7	22	9	\$0.00	0	0	0	38	\$3,540.00
Expenses										\$177.00
Task A4 Subtotal										\$3,717.00

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B	Budget Phasing and CM@R Coordination	0	6	11	7	\$0.00	0	1	0	25	\$2,380.00
	B4.1 Prepare Initial Quantity Calculations			1	4					5	\$345.00
	B4.2 Identify Infrastructural Needs			1						1	\$85.00
	B4.3 Prepare Initial Cost Evaluation		1	2	3					6	\$520.00
	B4.4 Perform Budget Comparison		1	1						2	\$240.00
	B4.5 Schematic Review Meeting		4	4						8	\$960.00
	B4.6 Prepare Meeting Notes			2				1		3	\$230.00
	Man-hour Subtotal	0	6	11	7	\$0.00	0	1	0	25	\$2,380.00
	Expenses										\$119.00
	Task B4 Subtotal										\$2,499.00
C	Geotechnical Investigation	0	3	5	0	\$0.00	0	0	0	8	\$890.00
	C4.1 Coordinate Boring Locations		1	2						3	\$325.00
	C4.2 Review Initial Geotechnical Report		2	3						5	\$565.00
	Man-hour Subtotal	0	3	5	0	\$0.00	0	0	0	8	\$890.00
	Expenses										\$44.50
	Task C4 Subtotal										\$934.50
	Man-hour Subtotal	0	16	38	16	\$0.00	0	1	0	71	\$6,810.00
	Expenses										\$340.50
	Task 4 Subtotal										\$7,150.50
	Task 5 - Preliminary Plan Design										
A	Preliminary Plan Development	0	4	14	10	\$3.00	0	0	0	31	\$2,640.00
	A5.1 Incorporate Comments			2						2	\$170.00
	A5.2 Prepare Base Plan					\$3.00				3	\$180.00
	A5.3 Attend a Coordination Meeting		3	3						6	\$720.00
	A5.4 Explore Preliminary Alternatives		1	6						7	\$665.00
	A5.5 Prepare Preliminary Plan			2	6					8	\$560.00
	A5.6 Render Preliminary Plan			1	4					5	\$345.00
	Man-hour Subtotal	0	4	14	10	\$3.00	0	0	0	31	\$2,640.00
	Expenses										\$132.00
	Task A5 Subtotal										\$2,772.00
B	Preliminary Plan Site Engineering Studies	0	3	12	9	\$0.00	0	0	0	18	\$2,070.00
	B5.1 Develop Grading Concept			2	4					6	\$430.00
	B5.2 Coordinate Earthwork Calculations		1	3	2					6	\$540.00
	B5.3 Coordinate Utility Connections			2						2	\$170.00
	B5.4 Prepare Preliminary Cost Evaluation		1	2	3						
	B5.5 Coordinate Site Hydrology		1	2						3	\$325.00
	B5.6 Coordinate a Drainage Report			1						1	\$85.00
	Man-hour Subtotal	0	3	12	9	\$0.00	0	0	0	18	\$1,550.00
	Expenses										\$77.50

Task B5 Subtotal											\$1,627.50
C	Preliminary Landscape and Irrigation Plan	0	1	6	8	\$5.00	0	0	0	20	\$1,485.00
	C5.1 Develop a Preliminary Landscape Plan		1	2	4					7	\$585.00
	C5.2 Identify Ground Cover Treatments				2					2	\$130.00
	C5.3 Prepare Landscape Cost Evaluation			1	2	\$5.00				8	\$515.00
	C5.4 Coordinate Preliminary Irrigation			1						1	\$85.00
	C5.5 Coordinate Water Demand Calculations			1						1	\$85.00
	C5.6 Coordinate Irrigation Cost Evaluation			1						1	\$85.00
	Man-hour Subtotal	0	1	6	8	\$5.00	0	0	0	20	\$1,485.00
	Expenses										\$74.25
	Task C5 Subtotal										\$1,559.25
D	Preliminary Lighting Plan	0	1	3	1	\$0.00	0	0	0	5	\$475.00
	D5.1 Coordinate Preliminary Lighting Plan		0.5	2						2.5	\$247.50
	D5.2 Coordinate Fixture Selections		0.5	1						1.5	\$162.50
	D5.3 Coordinate Lighting Cost Evaluation				1					1	\$65.00
	Man-hour Subtotal	0	1	3	1	\$0.00	0	0	0	5	\$475.00
	Expenses										\$23.75
	Task D5 Subtotal										\$498.75
E	Budget and Phasing Evaluations	0	2	2	3	\$0.00	0	0	0	7	\$675.00
	E5.1 Consolidate Cost Studies			1	3					4	\$280.00
	E5.2 Evaluate Costs		1	1						2	\$240.00
	E5.3 Cost Comparisons		1							1	\$155.00
	Man-hour Subtotal	0	2	2	3	\$0.00	0	0	0	7	\$675.00
	Expenses										\$33.75
	Task E5 Subtotal										\$708.75
F	Preliminary Plan Presentation by Recreation Board	0	3.5	0	2	\$0.00	0	0	0	5.5	\$672.50
	F5.1 Prepare Parks Board Submittal		1		2					3	\$285.00
	F5.2 Present at Park Board		2							2	\$310.00
	F5.3 Document Comments		0.5							0.5	\$77.50
	Man-hour Subtotal	0	3.5	0	2	\$0.00	0	0	0	5.5	\$672.50
	Expenses										\$33.63
	Task F5 Subtotal										\$706.13
	Man-hour Subtotal	0	14.5	37	33	\$8.00	0	0	0	86.5	\$7,497.50
	Expenses										\$374.88
	Task 5 Subtotal										\$7,872.38
	Task 6 - 30% Construction Documents (Design Development)										
A	30% Plan Development	0	1	4	2	\$6.00	0	2	0	15	\$1,105.00

A6.1	Coordinate Review Comments			1			1		2	\$145.00	
A6.2	Prepare Project Cover Sheet				\$3.00				3	\$180.00	
A6.3	Refine Base Sheets				\$3.00				3	\$180.00	
A6.4	Prepare Index Map			2					2	\$130.00	
A6.5	Coordinate the 30% Civil Plans		1	3			1		5	\$470.00	
Man-hour Subtotal		0	1	4	2	\$6.00	0	2	0	15	\$1,105.00
Expenses											\$55.25
Task A6 Subtotal											\$1,160.25
B											
Define Design Materials and Finishes		0	2	7	5	\$0.00	0	1	0	15	\$1,290.00
B6.1	Identify an Aesthetic Theme			1						1	\$85.00
B6.2	Identify Hardscape Style		1	1						2	\$240.00
B6.3	Select Colors and Textures		1	2	2					5	\$455.00
B6.4	Verify Suggested Materials			1	3					4	\$280.00
B6.5	Prepare Design Guideline Summary			2				1		3	\$230.00
Man-hour Subtotal		0	2	7	5	\$0.00	0	1	0	15	\$1,290.00
Expenses											\$64.50
Task B6 Subtotal											\$1,354.50
C											
Products and Materials Manuals		0	1	10	12	\$0.00	0	2	0	25	\$1,905.00
C6.1	Prepare a List of Products		1	4	6			1		12	\$945.00
C6.2	Review Product List with City			2						2	\$170.00
C6.3	Review Maintenance Considerations			2						2	\$170.00
C6.4	Prepare a Submittal of Project Literature			1	4			1		6	\$405.00
C6.5	Identify Availability			1	1					2	\$150.00
C6.6	Submit Product Cutsheets to City				1					1	\$65.00
Man-hour Subtotal		0	1	10	12	\$0.00	0	2	0	25	\$1,905.00
Expenses											\$95.25
Task C6 Subtotal											\$2,000.25
D											
30% Landscape Architectural Plans		0	14	64	63	\$45.00	0	1	0	187	\$14,465.00
D6.1	Site Preparation Plans, Vegetation Salvage, and Relocation		1	2	3	\$4.00				10	\$760.00
D6.2	Landscape Grading Plans		4	24						28	\$2,660.00
D6.3	Hardscape Layout Plans			6	20	\$6.00				32	\$2,170.00
D6.4	Hardscape Construction Details		4	8	8	\$8.00				28	\$2,300.00
D6.5	Park Facilities Details		1	2	4					7	\$585.00
D6.6	Playground Design Plans		1	4		\$6.00				11	\$855.00
D6.7	Planting Plans		2	12	28	\$16.00		1		59	\$4,170.00
D6.8	Planting Construction Details			1		\$5.00				6	\$385.00
D6.9	Irrigation Distribution Plans			2						2	\$170.00
D6.10	Irrigation Booster Plan		1	2						3	\$325.00
D6.11	Irrigation Construction Details			1						1	\$85.00
Man-hour Subtotal		0	14	64	63	\$45.00	0	1	0	187	\$14,465.00

Expenses											\$723.25									
Task D6 Subtotal											\$15,188.25									
E 30% Architectural/Structural Plans (not in this scope)											0	0	0	0	\$0.00	0	0	0	0	\$0.00
E6.1	Foundation Plans for Structures										0	\$0.00								
E6.2	Pre-Fabricated Restroom Plans (provided by manufacturer)										0	\$0.00								
Man-hour Subtotal											0	0	0	0	\$0.00	0	0	0	0	\$0.00
Expenses											\$0.00									
Task E6 Subtotal											\$0.00									
F 30% Electrical Plans for Site Features											0	2	4	0	\$2.00	0	0	0	8	\$770.00
F6.1	Pedestrian and Security Site Lighting Plans										1	2						3	\$325.00	
F6.2	Park Facility Lighting Plans											1		\$2.00				3	\$205.00	
F6.3	Electrical Construction Details										1	1						2	\$240.00	
Man-hour Subtotal											0	2	4	0	\$2.00	0	0	0	8	\$770.00
Expenses											\$38.50									
Task F6 Subtotal											\$808.50									
G 30% Specification Preparation											0	1	2	0	\$0.00	0	2	0	5	\$445.00
G6.1	Prepare Outline Specifications										1	2						5	\$445.00	
Man-hour Subtotal											0	1	2	0	\$0.00	0	2	0	5	\$445.00
Expenses											\$22.25									
Task G6 Subtotal											\$467.25									
H 30% Budget Analysis Review											0	6	9	6	\$0.00	0	3	0	24	\$2,265.00
H6.1	Prepare 30% Cost Evaluation										1	3	4				2		10	\$790.00
H6.2	Research Specialty Costs											1	2					3	\$215.00	
H6.3	Budget Review with CM@R										5	5				1		11	\$1,260.00	
Man-hour Subtotal											0	6	9	6	\$0.00	0	3	0	24	\$2,265.00
Expenses											\$113.25									
Task H6 Subtotal											\$2,378.25									
I 30% Construction Document Review											0	12	15	7	\$14.00	0	3	0	51	\$4,610.00
I6.1	Organize 30% Set										1	2	3	\$2.00			1		9	\$700.00
I6.2	Number and Plot Sheets										1	2	4	\$8.00					15	\$1,065.00
I6.3	30% Set Review										6	4		\$4.00			1		15	\$1,570.00
I6.4	Prepare 30% Meeting Agenda											1							1	\$85.00
I6.5	Meet to Review 30% Status										4	4							8	\$960.00
I6.6	Prepare a Summary of Comments											2					1		3	\$230.00
Man-hour Subtotal											0	12	15	7	\$14.00	0	3	0	51	\$4,610.00
Expenses											\$230.50									
Task I6 Subtotal											\$4,840.50									
Man-hour Subtotal											0	39	115	95	\$67.00	0	14	0	330	\$26,855.00

Expenses										\$1,342.75									
Task 6 Subtotal										\$28,197.75									
Task 7 - 75% Construction Documents																			
A 75% Plan Development										0	4	9	4	\$10.00	0	2	0	29	\$2,365.00
A7.1	Incorporate 30% Comments											2	2				4	\$300.00	
A7.2	Update the Base Sheets											1	2	\$6.00			9	\$575.00	
A7.3	Edit Report Documents											1	3		2		6	\$530.00	
A7.4	Coordinate the 75% Civil Plans											3	3	\$4.00			10	\$960.00	
Man-hour Subtotal										0	4	9	4	\$10.00	0	2	0	29	\$2,365.00
Expenses																		\$118.25	
Task A7 Subtotal																		\$2,483.25	
B Define Design Materials and Finishes										0	1	3	3	\$0.00	0	2	0	0	\$725.00
B7.1	Revise Design Materials											1	2		1			\$515.00	
B7.2	Review Product Literature Data											1	1		1			\$210.00	
Man-hour Subtotal										0	1	3	3	\$0.00	0	2	0	0	\$725.00
Expenses																		\$36.25	
Task B7 Subtotal																		\$761.25	
C 75% Landscape Architectural Plans										0	9	30	50	\$123.00	0	1	0	213	\$14,635.00
C7.1	Site Preparation Plans (vegetation, salvage, and relocation)											2	4	\$12.00			24	\$1,760.00	
C7.2	Landscape Grading Plans(coord. Civil)											1	6	\$4.00			19	\$1,425.00	
C7.3	Hardscape Layout Plans											1	4	\$32.00			47	\$3,065.00	
C7.4	Hardscape Detail Call-out Plans											1	4	\$14.00			19	\$1,185.00	
C7.5	Hardscape Construction Details											1	3	\$8.00			18	\$1,280.00	
C7.6	Park Facilities Details											1	1	\$6.00			10	\$730.00	
C7.7	Playground Design Plans											1	4	\$4.00			13	\$995.00	
C7.8	Planting Plans											1	4	\$40.00	1		56	\$3,605.00	
C7.9	Planting Construction Details													\$1.00			1	\$60.00	
C7.10	Irrigation Distribution Plans												1	\$1.00			2	\$145.00	
C7.11	Irrigation Booster Pump											1	1				2	\$240.00	
C7.12	Irrigation Construction Details												1	\$1.00			2	\$145.00	
Man-hour Subtotal										0	9	30	50	\$123.00	0	1	0	213	\$14,635.00
Expenses																		\$731.75	
Task C7 Subtotal																		\$15,366.75	
D 75% Structural Plans for Structures										0	0	0	0	\$0.00	0	0	0	0	\$0.00
D7.1	Foundation Plans for Structures (not in scope)																0	\$0.00	
D7.2	Pre-fabricated Restrooms Plans (not in scope)																0	\$0.00	
Man-hour Subtotal										0	0	0	0	\$0.00	0	0	0	0	\$0.00
Expenses																		\$0.00	
Task D7 Subtotal																		\$0.00	

E	75% Electrical Plans for Site Features	0	0	3	5	\$0.00	0	0	0	8	\$580.00
	E7.1 Pedestrian and Security Site Lighting Plans			1	2					3	\$215.00
	E7.2 Park Facility Lighting Plans			1	2					3	\$215.00
	E7.3 Electrical Site Construction Details			1	1					2	\$150.00
	Man-hour Subtotal	0	0	3	5	\$0.00	0	0	0	8	\$580.00
	Expenses										\$29.00
	Task E7 Subtotal										\$609.00
F	75% Specification Preparation	0	5	20	2	\$0.00	0	9	0	36	\$3,145.00
	F7.1 Refine Specification Format		2	8				2		12	\$1,110.00
	F7.2 Incorporate City Comments			2	2					4	\$300.00
	F7.3 Coordinate Specification Edits		1	2						3	\$325.00
	F7.4 Coordinate Manufacturers Specifications			3				1		4	\$315.00
	F7.5 Edit and Word Process Specifications			2				6		8	\$530.00
	F7.6 Review Specifications		2	3						5	\$565.00
	Man-hour Subtotal	0	5	20	2	\$0.00	0	9	0	36	\$3,145.00
	Expenses										\$157.25
	Task F7 Subtotal										\$3,302.25
G	75% Budget Analysis Review	0	4	6	4	\$0.00	0	0	0	14	\$1,390.00
	G7.1 Prepare 75% Cost Evaluation			1	3					4	\$280.00
	G7.2 Research Specialty Costs			1	1					2	\$150.00
	G7.3 Budget Review the CM@R		4	4						8	\$960.00
	Man-hour Subtotal	0	4	6	4	\$0.00	0	0	0	14	\$1,390.00
	Expenses										\$69.50
	Task G7 Subtotal										\$1,459.50
H	75% Construction Document Review	0	8	12	4	\$13.00	0	1	0	38	\$3,360.00
	H7.1 Organize 75% Set			1	3	\$4.00				8	\$520.00
	H7.2 Number and Plot Sheets			1	1	\$6.00				8	\$510.00
	H7.3 75% Set Review		4	3		\$3.00				10	\$1,055.00
	H7.4 Prepare 75% Meeting Agenda			1						1	\$85.00
	H7.5 Meet to Review 75% Status		4	4						8	\$960.00
	H7.6 Prepare a Summary of Comments			2				1		3	\$230.00
	Man-hour Subtotal	0	8	12	4	\$13.00	0	1	0	38	\$3,360.00
	Expenses										\$168.00
	Task H7 Subtotal										\$3,528.00
I	75% Utility Agency Coordination	0	2	6	0	\$0.00	0	0	0	0	\$820.00
	I7.1 Coordinate with Utilities		2	6							\$820.00
	Man-hour Subtotal	0	2	6	0	\$0.00	0	0	0	0	\$820.00
	Expenses										\$41.00
	Task I Subtotal										\$861.00
	Man-hour Subtotal	0	33	89	72	\$146.00	0	15	0	338	\$27,020.00

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Expenses										\$1,351.00
Task 7 Subtotal										\$28,371.00
Task 8 - 95% Construction Documents										
A	95% Plan Development									\$1,555.00
A8.1	Incorporate 75% Comments									\$170.00
A8.2	Update the Base Sheets									\$530.00
A8.3	Edit Report Documents									\$290.00
A8.4	Coordinate the 95% Civil Plans									\$565.00
Man-hour Subtotal										\$1,555.00
Expenses										\$77.75
Task A8 Subtotal										\$1,632.75
B	Define Evaluate Adjacent Land Uses									\$260.00
B8.1	Revise Design Materials									\$130.00
B8.2	Review Project Literature Data									\$130.00
Man-hour Subtotal										\$260.00
Expenses										\$13.00
Task B8 Subtotal										\$273.00
C	95% Landscape Architectural Plans									\$7,430.00
C8.1	Site Preparation Plans (vegetation, salvage, and relocation)									\$195.00
C8.2	Landscape Grading Plans									\$1,035.00
C8.3	Hardscape Layout Plans (coordinate sheets and point locations)									\$1,150.00
C8.4	Hardscape Detail Call-out Plans									\$195.00
C8.5	Hardscape Construction Details									\$825.00
C8.6	Park Facilities Details									\$205.00
C8.7	Playground Design Plans									\$125.00
C8.8	Planting Plans									\$3,385.00
C8.9	Planting Construction Details									\$60.00
C8.10	Irrigation Distribution Plans									\$85.00
C8.11	Irrigation Booster Pump									\$85.00
C8.12	Irrigation Construction Details									\$85.00
Man-hour Subtotal										\$7,430.00
Expenses										\$371.50
Task C8 Subtotal										\$7,801.50
D	95% Structural Plans									\$0.00
D8.1	Foundation Plans for Structures									\$0.00
D8.2	Pre-fabricated Restroom Plans (provided by manufacturer)									\$0.00
Man-hour Subtotal										\$0.00
Expenses										\$0.00
Task D8 Subtotal										\$0.00

E	95% Electrical Plans for Site Features	0	0	3	0	\$2.00	0	0	0	5	\$375.00
	E8.1 Pedestrian and Security Site Lighting Plans			1		\$2.00				3	\$205.00
	E8.2 Park Facility Lighting Plans			1						1	\$85.00
	E8.3 Electrical Site Construction Details			1						1	\$85.00
	Man-hour Subtotal	0	0	3	0	\$2.00	0	0	0	5	\$375.00
	Expenses										\$18.75
	Task E8 Subtotal										\$393.75
F	95% Specification Preparation	0	5	8	0	\$0.00	0	7	0	20	\$1,875.00
	F8.1 Refine Specification Format			1						1	\$85.00
	F8.2 Incorporate City Comments			1						1	\$85.00
	F8.3 Coordinate Specifications Edits			1				2		3	\$205.00
	F8.4 Coordinate Manufacturers Specifications			1						1	\$85.00
	F8.5 Edit and Work Process Specifications		1	2				4		7	\$565.00
	F8.6 Review Specifications		4	2				1		7	\$850.00
	Man-hour Subtotal	0	5	8	0	\$0.00	0	7	0	20	\$1,875.00
	Expenses										\$93.75
	Task F8 Subtotal										\$1,968.75
G	95% Budget Analysis Review	0	4	5	3	\$0.00	0	1	0	13	\$1,300.00
	G8.1 Prepare 95% Cost Evaluation			1	2					3	\$215.00
	G8.2 Research Specialty Costs				1					1	\$65.00
	G8.3 Budget Review with CM@R		4	4				1		9	\$1,020.00
	Man-hour Subtotal	0	4	5	3	\$0.00	0	1	0	13	\$1,300.00
	Expenses										\$65.00
	Task G8 Subtotal										\$1,365.00
H	95% Construction Document Review	0	12	10	3	\$16.00	0	0	0	41	\$3,865.00
	H8.1 Organize 95% Set				3					3	\$195.00
	H8.2 Number and Plot Sheets					\$6.00				6	\$360.00
	H8.3 95% Set Review		8	4		\$10.00				22	\$2,180.00
	H8.4 Prepare 95% Meeting Agenda			1						1	\$85.00
	H8.5 Meet to Review 95% Status		4	4						8	\$960.00
	H8.6 Prepare a Summary of Comments			1						1	\$85.00
	Man-hour Subtotal	0	12	10	3	\$16.00	0	0	0	41	\$3,865.00
	Expenses										\$193.25
	Task H8 Subtotal										\$4,058.25
I	95% Utility Agency Coordination	0	2	3	0	\$0.00	0	2	0	7	\$685.00
	I8.1 Coordinate with Utilities		2	3				2		7	\$685.00
	Man-hour Subtotal	0	2	3	0	\$0.00	0	2	0	7	\$685.00
	Expenses										\$34.25
	Task I8 Subtotal										\$719.25

Man-hour Subtotal	0	29	51	47	\$76.00	0	15	0	218	\$17,345.00
Expenses										\$867.25
Task 8 Subtotal										\$18,212.25
Task 9 - 100% Construction Documents										
A 100% Completion of the Plans and Specifications	0	14	26	8	\$44.00	0	5	0	85	\$7,840.00
A9.1 Coordinate Final Efforts		1	2						3	\$325.00
A9.2 Interdisciplinary Coordination		1	2						3	\$325.00
A9.3 Final Sheet Coordination			2	4	\$8.00				14	\$910.00
A9.4 Prepare Final Specifications		1	4				3		8	\$675.00
A9.5 Final Quality Review		10	8		\$20.00				38	\$3,430.00
A9.6 Final Plan Production			2		\$8.00				10	\$650.00
A9.7 Final Plan Coordination with CM@R		1	3						4	\$410.00
A9.8 Final Agency Approvals			3				2		5	\$375.00
A9.9 Plot Final Set				4	\$8.00					\$740.00
Man-hour Subtotal	0	14	26	8	\$44.00	0	5	0	85	\$7,840.00
Expenses										\$392.00
Task 9 Subtotal										\$8,232.00
Total DESIGN CONSULTANT Costs										
Total Man-hours	0	206	423	297	\$341.00	6	70	0	1,308	
Total Labor Costs	\$ -	\$31,852.50	\$35,955.00	\$19,305.00	\$20,460.00	\$360.00	\$4,200.00	\$ -		\$112,132.50
Total Expenses										\$5,580.63
TOTAL COSTS	\$ -	\$31,852.50	\$35,955.00	\$19,305.00	\$20,460.00	\$360.00	\$4,200.00	\$ -		\$117,713.13
Consultant Costs										
Consultant: Hoque Associate (geotechnical)										\$12,500.00
Consultant: Dibble Engineering (civil) (w/ Aerial & traffic allowances)										\$137,275.00
Consultant: Native Resources (plant inventory)										\$14,140.00
Consultant: Kominsky Landscape Architect (irrigation design)										\$81,300.00
Consultant: Wright Engineering (electrical)										\$6,000.00
Total Consultant Costs										\$251,215.00
TOTAL AMOUNT										\$368,928.13