

EXHIBIT C – DESIGN/PRECONSTRUCTION SCOPE & FEE

March 28, 2012

Mr. Brent Billingsley
City of Maricopa
Interim City Hall
45145 W. Madison
Maricopa, AZ 85139



Re: Proposal for Design-Build services for project #12DSD111711 Regional Park/Sports Complex

Dear Mr. Billingsley,

Haydon Building Corp and our design partners, J2 Engineering and Architekton are pleased to be selected as the firm to design and construct your new Regional Park and Sports Complex. We have gathered information about the proposed park facilities from the Request for Qualifications, the City of Maricopa Vekol Site Needs Assessment dated May 2011, the Master Plan site plan options dated January 2012, the budgetary information included in the Capitol Improvement Plan FY2011-2030 summary and our from our discussions. As a starting point, our proposal for the design and construction of your new park and sports complex is based on that preliminary information. As we move forward with the design, the final program and park amenities will be developed with the input of the stakeholders and the City Council.

In reviewing the Capital Improvement Plan, it is clear that the budget for the project is set. The CIP indicates a budget of \$13,374,310 for the planning, design and construction of the new park. Based on our recent conversations, of that amount, approximately \$1.5 million is allocated for planning and design services of this team and others and that approximately \$11.8 million is allocated for construction of the park improvements.

We are aware that there is a strong desire in the community for a full featured, family and recreation oriented park that focuses on sports fields, play areas, group gathering areas and passive areas. Reflecting this desire, the park will be designed and constructed to be both relevant to the community and sustainable by combining developed play fields with less structured, natural areas. It is our goal as a team to develop that vision in concert with the project stakeholders and deliver a great park for the citizens of Maricopa.

To prepare this proposal, our team has considered all of the available information and made assumptions regarding the features that will be included in the park. These assumptions are based on the desirable features that are outlined in the Needs Assessment and our interpretation of the priorities of those needs. As part of the planning process the Design-Build team and stakeholders will consider these and other features and options. With the input of the Stakeholders, the final design concept for the park will be developed.

The park site location includes approximately 140 acres, of that approximately 30 acres will be used for commercial lots and roadways and 10 acres will be allocated for the new Multi-Generation Center and Swim Facility. The remaining approximately 100 acres are available for current and future park development. Key features considered in this proposal are:

- Lighted fourplex softball/baseball field area.
- Concessions/Restroom building in the ball field complex
- Four lighted soccer fields

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PHOENIX, AZ 85040
PHONE 602.296.1496
FAX 602.296.1495

UC# A ROC108937, B01 ROC108085

- Restroom building adjacent to the soccer fields
- Approximately 5 acre irrigation lake
- Dog park
- Lighted play courts including Basketball, Volleyball and Tennis
- Active kids play area with play structure and ramadas.
- Informal grass play areas/practice soccer fields
- Passive/natural park areas
- Secure maintenance yard/material bins with shade structure for equipment.
- Parking areas as required.

Based on this understanding of the project, our team proposes a collaborative and interactive process to plan, design and ultimately build your park to meet your programmatic and budgetary requirements. In doing that, the following design tasks will be performed:

- The project will be broken into nine design tasks with services grouped in pre-design, design and construction administration services. Below is a summary of these tasks. A full description of those tasks follows.
 - **Pre Design:**
 - 1.0 Project Definition, Site Analysis, Data Collection, Program Validation
 - 2.0 Master Plan Validation
 - **Design Tasks for the Phase 1 Project Design**
 - 3.0 Schematic Design (30%)
 - 4.0 Design Development DD (60%)
 - 5.0 Construction Documents/Permit Review Set (95%)
 - 6.0 Construction Documents/Final Design (100%)
 - 7.0 Design Park Collector Road/Trunk Utilities/ Bowlin Rd./SR 347 Mod.
 - 8.0 Project Meetings
 - **Construction Services Tasks**
 - 9.0 Construction Administration Services

The fees outlined below for the services detailed will be performed by Haydon Building Corp (Design team coordination, Estimating and Scheduling), J2 Engineering (Civil and Landscape design), Architekton (Public involvement coordination, Building and Signage design), Gannet Fleming (Structural design), Wright Engineering (Electrical design), Aqua Engineering (Lake and pumping design) and Wood Patel (Loop road and offsites).

Preconstruction Services	\$128,939
Project Meetings	\$19,890
Pre-Design/Masterplan Validation	\$23,704
Schematic Design Plans	\$191,282
Design Development Plans	\$240,987
Permit Review Plans	\$150,352
Final Plans	\$51,791
Lake and Pumping Plans	\$65,285
Loop Road and Offsite Plans	\$121,024
Allowance for ROW parcel descriptions	\$9,560
Allowance for ADOT Coordination	\$9,420
Expenses	\$8,148

Construction Administration	\$197,220
TOTAL PROPOSED FEE	\$1,217,317

Pre-Design:

Task 1.0 Project Definition, Site Analysis, Data Collection, Program Validation

April 18 – May 18

Purpose: Haydon/J2/Architekton Design Build Team will establish design and review schedule, goals and objectives with the City of Maricopa (COM). We will conduct a site visit with sub-consultants and the COM to review the existing conditions and limits of work. We will also coordinate topographic survey, geotechnical investigation, hydrological investigation, power need study and water demand study during this task. We will gather and utilize other existing pertinent information from the COM to ensure that the project site issues are clearly defined and understood. The team will develop potential park themes, verify program components, and gain insight into the sites opportunities and constraints.

Method:

1.1 Gather and review Existing Data/Information for project context, including reports and studies.

Items Gathered by the Design Build Team:

- Parks and Recreation Open Space and Trails Master Plan
- Zoning and General Plan
- Available Existing Base Mapping
- Assessor Maps
- FIRM Flood Delineation Maps

1.2 Items Gathered via Printed/Digital File provided to Design Build Team by COM:

- Drainage Studies
- GIS
- Existing improvement Plans
- Environmental Studies
- Aerial Photo
- Environmental Studies/Reports
- Boundary Survey
- Topographic Survey
- Geotechnical Report
- Agronomy Soil Report
- Engineered Site Plan
- Regional Traffic Plan
- Master Drainage Study
- FEMA Floodplain Documentation/Appeal

Products:

- Consolidated file of all information gathered.

2.0 Park Master Plan Validation - April 18 – May 18

Purpose: To validate the design and planning efforts prepared to date, verify against the community and stakeholder needs/desires, the budget and establish a plan of action to move forward into construction documents and construction.

Method:

- 2.1 **Stakeholder Input** - The design build team working hand and hand with the COM will organize attendance at five (5) stakeholder group meetings at the COM. It would be at these focused stakeholder meetings that the team would gather the dreams and desires for the Vekol Regional Park site and discuss potential program components.
- 2.2 **Master Plan Validation Work-sessions**– The design build team would take the data and information gathered in Tasks 1.0 and 2.1 to begin the formulation process for any revisions required or desired on the park site. This would include an initial design work-session process with the design build team and the COM. This would be a one (1) day workshop held at COM offices. The goal of this step is to review the existing master plan program and help to facilitate the development of revised master plan program concepts for discussion with COM. The ultimate goal will result in discussing what combination of design elements and features shown on the hand drawn concepts should be blended into one preferred park design concept.
 - 2.2.1 **Day 1:** Gather COM Staff, Abacus, Wood Patel, Architekton, Haydon and J2 Design Team together in a hands on work-session to vet the design parameters, roles and responsibilities. Concept revisions are physically drawn by hand on paper overlays by the design build team. Working with a detailed program estimate, the team will consider park features and options and their impact on the overall budget. This project budget will be updated in real time as programming decisions are made. From this meeting any site plan, drainage/mass grade, utility and program adjustments will be documented in plan view sketches and meeting notes. Included would be a 1 hour meeting with the planning, development services and engineering representatives in a "pre-application" setting to review and define the cities review processes and requirements. The design build team will refine hand drawings, program and budget. COM staff would be available for over the shoulder reviews. The team together with COM, will review and discuss design and budget progress. The process will wrap up with the COM, design build team and stakeholders reaching agreement on moving forward with a "Team Message" for the public, which includes any site plan adjustments, program adjustments, defined phases and defined budget and schedule for the project.
- 2.3 **Draft Park Plan/Programming/Phasing Drawing** – The design build team would take the feedback from the COM in 2.0 and develop a drawing that combines the desired plan and programming features into one site plan. A detailed program estimate and schedule will be prepared to confirm conformance with budget and project completion goals.
- 2.4 **City Vetting Process** – This Draft Programming/Phasing drawing developed in 2.3 will be vetted through a series of two (2) meetings with COM staff and one City Council work session to verify that the elements and features shown on the revised plan meet the goals and objectives of the COM and the stakeholder input received through this process.

- 2.5 **Town Hall Open House** – The design build team will attend and participate in a City organized “Town Hall Open House” forum where the general public is invited to review the park programming documents. This open house forum will involve design build team members manning individual stations and discussing one on one with the public who attend the event.

Products:

- Summarize 2.1 Meeting Notes, Sketches, and Ideas from Stakeholder Input Deliver in PDF format to the COM.
- Summarize 2.2 Meeting Notes, Sketches, and Ideas from Work-session process Deliver in PDF format to the COM.
- Provide electronic copy and 36" x 48" color mounted plan of the Draft Program developed in 2.3 to the COM.
- Summarize Meeting Notes, Sketches, and Ideas from 2.4 City Vetting Process Deliver in PDF format to the COM.
- Summarize Meeting Notes and Ideas from 2.5 Town Hall Open House meeting and Deliver in PDF format to the COM.
- Master plan estimate
- Over all program schedule

Design Tasks for the Project Design

The design build team will prepare plans, specifications and estimates for the development of the Design project. Proposed facilities included:

- Lighted ballfield 4-plex
- Restroom/Concession Building at Ballfield 4-plex
- 4 Soccer Fields, lighted
- Restroom Building at Soccer
- Picnic Ramadas near soccer fields
- Dog Park
- Dog Park Ramada
- Lighted Tennis, Basketball and Volleyball Courts
- Children's Play Area
- Ramadas near children's play area
- Open Turf Area/multi-purpose practice fields
- Parking Lot(s)
- Sidewalks/Paths
- General Landscape and Irrigation
- Utilities for the developed area
- Approximately 5 Acre Irrigation Lake
- Irrigation/lake Pump Station
- Pump Station Enclosure
- Maintenance Yard

3.0 Schematic Design (30%) – May 19-June 27

Purpose: Schematic Development plans will show the character and scope of the work to be performed on the project. Preliminary calculations on grading, irrigation and utilities

Method:

3.1 Prepare Schematic Plans for the park element listed above. The plans are anticipated to include, but not limited to, the following:

- Preliminary Demolition Plans
- Preliminary General Paving and Civil Notes
- Preliminary Grading and Drainage Plans
- Preliminary Park Drive and Parking Lots Plans and Details
- Preliminary Water Line Plans and Details
- Preliminary Fire Line Plans
- Preliminary Sewer Line Plans, Profiles, and Details
- Preliminary Hardscape Plans and Detail
- Sports Field Layout and Details
- Sport Court Layout and Details
- Playground Layout and Details
- Preliminary Landscape Plans and Details
- Preliminary Irrigation Plans and Details
- Preliminary Restroom/Concessions Plans, Elevations and Details
- Preliminary Ramada Plans, Elevations and Details
- Preliminary Signage Plans
- Preliminary Lake/Pumping Plans
- Preliminary Power Supply Design
- Preliminary Lighting Plans and Details

3.2 Prepare color and materials board of the park elements

3.3 Prepare Preliminary on-site drainage report

3.4 Prepare cost estimate and value engineering concepts

3.5 Prepare table of contents for specification sections anticipated to be required

Products:

- Schematic Plans Phase 1 Scope of Service Items, two (2) Full-size sets, two (2) Half-size sets
- Preliminary On-Site Drainage Report, four (4) sets
- Specification Table of Contents
- One (1) CD with PDF Files of all Deliverables
- Schematic Design Estimate
- Updated overall project schedule

4.0 Design Development DD (60%) – July 11-Aug 29

Purpose: After receiving comments from the COM on the 30% Schematic Development plans for the Phase 1 Scope of Service Items, the design build team will develop Design Development Documents and details to a 60% level of completion along with associated costs estimate and prepare Draft specifications for submittal to the COM for review and comments.

Method:

4.1 Prepare Design Development (DD) Plans for the park element listed above. The plans are anticipated to include, but not limited to, the following:

- DD Demolition Plans
- DD General Paving and Civil Notes
- DD Grading and Drainage Plans
- DD Park Drive and Parking Lots Plans and Details

- DD Water Line Plans and Details
- DD Fire Line Plans
- DD Sewer Line Plans, Profiles, and Details
- DD Hardscape Plans and Detail
- Sports Field Layout and Details
- Sport Court Layout and Details
- Playground Layout and Details
- DD Landscape Plans and Details
- DD Irrigation Plans and Details
- DD Restroom/Concessions Plans, Elevations and Details
- DD Ramada Plans, Elevations and Details
- DD Signage Plans
- DD Lake/Pumping Plans
- DD Power Supply Design
- DD Lighting Plans and Details

4.2 Prepare cost estimate and value engineering concepts

4.3 Prepare draft specification sections anticipated to be required

Products:

- Design Development Documents Phase 1 Scope of Service Items, two (2) Full-size set, two (2) Half-size sets
- Design Development Level Quantities for use by HBC in the preparation of cost estimates
- Design Development Specifications Phase 1 Scope of Service Items, four (4) sets
- One (1) CD with PDF Files of all Deliverables
- Design Development estimate
- Updated overall project schedule

5.0 Construction Documents/Permit Review Set (95%) – Sept 12-Oct 22

Purpose: After receiving comments from the COM on the 60% Design Development plans for the Phase 1 Scope of Service Items, the design build team will develop Construction Documents and details to a 95% level of completion. This set will be sealed by licensed professionals for areas under their individual responsibilities. The plans will be submitted to COM for permit review.

Method:

5.1 Prepare Construction Documents/Permit Review Plans for the park element listed above. The plans are anticipated to include, but not limited to, the following:

- Demolition Plans
- General Paving And Civil Notes
- Park Drive and Parking Lots Plans and Details
- Grading and Drainage Plans
- Water Line Plans and Details
- Fire Line Plans
- Sewer Line Plans, Profiles, and Details
- Plans and Details
- Sports Field Layout and Details
- Sport Court Layout and Details
- Playground Layout and Details
- Landscape Plans and Details

- Irrigation Plans and Details
- Restroom/Concessions Plans, Elevations and Details
- Ramada Plans, Elevations and Details
- Signage Plans
- Lake/Pumping Plans
- Power Supply Design
- Lighting Plans and Details

5.2 Prepare Final On-Site Drainage Report, four (4) sets

5.3 Prepare cost estimate and value engineering concepts

5.4 Prepare table First Final specification sections anticipated to be required

Products:

- First Final Documents Phase 1 Scope of Service Items, two (2) Full-size set, two (2) Half-size sets
- First Final Specifications Phase 1 Scope of Service Items, four (4) sets
- One (1) CD with PDF Files of all Deliverables
- Cost estimate and value engineering concepts
- Updated overall project schedule

6.0 Construction Documents/Final Design (100%) – Oct 22-Nov 21

Purpose: After receiving comments from COM and Permit Review on the 95% Construction Document plans, J2 will develop the Final Construction Documents for the plans that have been produced to cover the improvements associated with this Phase 1 of the project. These plans will be used to prepare the final GMP bid this phase of the project for construction.

Method:

6.1 Prepare Final Plans for the park element listed above. The plans are anticipated to include, but not limited to, the following:

- Demolition Plans
- General Paving And Civil Notes
- Park Drive and Parking Lots Plans and Details
- Grading and Drainage Plans
- Water Line Plans and Details
- Fire Line Plans
- Sewer Line Plans, Profiles, and Details
- Plans and Details
- Sports Field Layout and Details
- Sport Court Layout and Details
- Playground Layout and Details
- Landscape Plans and Details
- Irrigation Plans and Details
- Restroom/Concessions Plans, Elevations and Details
- Ramada Plans, Elevations and Details
- Signage Plans
- Lake/Pumping
- Power Supply Design
- Lighting Plans and Details

6.2 Solicit subcontractor bids and prepare GMP (obtain minimum 3 to 5 bids per trade)

6.3 Prepare Final specifications

Products:

- Final Documents Phase 1 Scope of Service Items, two (2) Full-size set, two (2) Half-size sets
- Final Specifications Phase 1 Scope of Service Items, four (4) sets
- One (1) CD with PDF Files of all Deliverables
- GMP based on subcontractor bidding
- Construction schedule

7.0 Design Park Collector Road/Main Trunk Utilities/Bowlin Rd. half street/SR 347 Modifications (Wood Patel Engineers)

Purpose: Wood Patel Engineers will be providing this design task under this design project.

Method:

See Wood Patel Proposal attached

Products:

See Wood Patel Proposal attached

8.0 Project Meetings

J2 will attend the following meetings during the design phase of services: Based upon Design Phase per COM Schedule Starting 4/15/12 to 11/21/12 (33 weeks)

- (6) Stakeholder Meetings
- (2) Pre-Design Work-sessions
- (1) Open House
- (33) Weekly Meetings:
 - (16) Weekly Design Meetings in person at COM
 - (17) Weekly Design Meetings via Phone or GoTo Meeting

9.0 Construction Administration Services

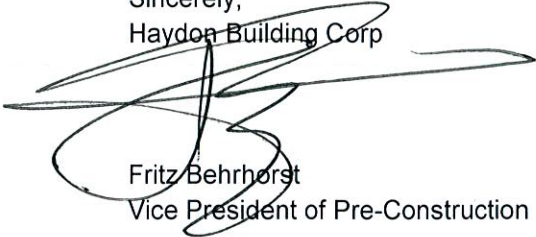
Objective: To assist the COM in the implementation of the Park by performing construction observation services.

Summary of Services:

- Attend Kick-Off Meeting
- Site Visit w/staff walk site prior to construction to review Limits of Construction, Access and Staging Area and interaction with other projects on adjacent sites.
- Weekly Construction Meetings (anticipate 2hrs max. meeting and avg. 2hrs site review) (65) Meetings
- On-Call Observations as requested by HBC and COM (16) are included in this contract
- Review Shop Drawings and Materials Submittals Reviews
- Review Materials Samples and Mock-up panels
- Respond to RFI's
- Issue ASI's
- Provide Design Clarifications as Required
- Pre-Final Walk Through
- Prepare Punch List
- Final Walk Through

We recognize that this is just the beginning of the process to discover the possibilities for Maricopa's new park. We look forward to working with the City of Maricopa and ABACUS to plan and design a great facility. If you have any questions or comments on this proposal, please contact me.

Sincerely,
Haydon Building Corp

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Fritz Behrhorst
Vice President of Pre-Construction

Darrel E. Wood, P.E., R.L.S.
Ashok C. Patel, P.E., R.L.S., CFM
James S. Campbell, P.E.
Thomas R. Gettings, R.L.S.
Michael T. Young, P.E.
Peter Hemingway, P.E.
Jeffrey R. Minch, P.E.
Robert D. Gofonia, P.E., R.L.S.
Patrick W. Marum, P.E.
Kenneth L. Knickerbocker, P.E., R.L.S.
Shimin Zou, Ph.D., P.E., CFM
Darin L. Moore, P.E.
John M. Bulka, P.E.
John C. Tuter, P.E.
Darrell D. Smith, P.E.
Chintan S. Jhaveri, P.E.
Scott A. Audsley, P.E., LEED AP
Emily C. Schad, R.L.S.
Gabriel S. Rios, R.L.S.
Daniel J. Cronin, PMP, LEED AP
James G. Taillon, CFM
Darren D. Forstie, P.E.
Stephen M. Scinto, P.E.
Jesse S. Schultz, P.E.
Mauricio M. Iacuellli, P.E., LEED AP
James C. Newberry, P.E.

March 23, 2012

Mr. Fritz Behrhorst
Haydon Building Corporation
4640 East Cotton Gin Loop
Phoenix, AZ 85040

Phone: (602) 296-1496
Fax: (602) 296-1495
Email: fbehrhorst@haydonbc.com

Re: **Vekol Regional Park – Offsite Improvements**
Maricopa, Arizona
WP# 103547.03

Dear Mr. Behrhorst:

Wood, Patel & Associates, Inc. (Wood/Patel) is pleased to submit this fee proposal for professional engineering services for the final design of offsite improvements and internal roadway system in support of the Vekol Regional Park. We will perform the services described below in “*Scope of Work*”.

To accomplish these services, we have estimated project work-hours required for this project. The fees were derived based on project work-hours and other direct costs as defined in *Exhibit “B”*.

This proposal represents our understanding of the project between the Haydon Building Corporation and Wood/Patel in regards to the work set forth herein and may only be modified in writing as agreed to by both parties. Our fee is summarized below:

Bowlin Road Base Fee:	\$44,474.00
John Wayne Parkway Base Fee:	\$32,740.00
Alterra Parkway Base Fee:	\$41,155.00
Alterra Parkway Waterline Fee:	\$ 2,655.00

SCOPE OF SERVICES

Task 1: Bowlin Road Design (East of John Wayne Parkway/SR 347)

This task involves final design of Bowlin Road, from John Wayne Parkway (SR 347) to approximately 2,500 feet east. The roadway will be improved along the south half street. This would facilitate one eastbound lane, one westbound lane, a landscaped raised median, to match existing improvements west of John Wayne Parkway. The design will include minor modifications to the traffic signal at the intersection of Bowlin Road/John Wayne Parkway, and the addition of a sidewalk on the south side.



Wood/Patel has developed the following list of engineering design tasks assuming two review submittals (60%, 90% Submittal with final revisions for bid advertisement). The details of the proposed services are identified in the accompanying work hour estimate. Wood/Patel will provide the following services associated with this task at the request of the City:

- Project Management & Coordination in support of the arterial roadway design;
- Field Surveys to support the roadway design;
- Construction Plans (Roadway, Drainage, Signing/Striping, Landscape);
- Special Provisions & Estimates;
- Drainage Report;
- Parcel Descriptions.

Task 2: Auxiliary NB Right Turn Lane along John Wayne Parkway

This task involves final design for the addition of an auxiliary right turn deceleration lane along northbound John Wayne Parkway at Alterra Parkway as well as Bowlin Road, which will require extension of the existing box culvert crossing south of Bowlin Road. Construction plans, special provision and estimates, and drainage analysis prepared for this task will be combined in the bid set prepared as part of Task 1. Wood/Patel has developed the following list of engineering design tasks assuming two review submittals (60%, 90% Submittal with final revisions for bid advertisement). The details of the proposed services are identified in the accompanying work hour estimate. Wood/Patel will provide the following services associated with this task at the request of the City:

- Field Surveys to support the roadway design;
- Construction Plans (Roadway, Drainage, Signing/Striping);
- Special Provisions & Estimates;
- Drainage Report;
- Parcel Descriptions.

Task 3: Alterra Parkway east of John Wayne Parkway to Bowlin Road

This task involves final design of Alterra Parkway, from John Wayne Parkway to connect to Bowlin Road and another internal roadway connecting the extended Alterra Parkway to Bowlin Road. The roadway will need to be improved to its ultimate cross section. This would facilitate one eastbound lane and one westbound lane to match existing improvements west of John Wayne Parkway and would require design of a new box culvert. The design would also include a sidewalk on both sides.

Wood/Patel has developed the following list of engineering design tasks assuming two review submittals (60%, 90% Submittal with final revisions for bid advertisement). The details of the proposed services are identified in the accompanying work hour estimate. Wood/Patel will provide the following services associated with this task at the request of the City:

- Project Management & Coordination in support of the arterial roadway design;
- Field Surveys to support the roadway design;
- Construction Plans (Roadway, Drainage, Signing/Striping, Landscape, waterline);
- Special Provisions & Estimates;
- Drainage Report.

FEES

A detailed fee breakdown is provided in Exhibit B. A summary is provided below.

1. Base Services..... \$121,024.00

Allowances:

2. Right-of-Way/Parcel Descriptions..... \$9,560.00

3. ADOT Coordination \$9,420.00

TOTAL..... \$140,004.00

PAYMENT

A lump sum fee has been established on specific work elements outlined in this Scope of Service Agreement. The Client agrees to pay the Consultant hourly based on the current Hourly Rate Schedule for non-specific work items that do not have a lump sum fee

RETAINER

A \$0.00 retainer is required to begin the professional services outlined above. This retainer will be applied to the final project invoice per industry standard.

WOOD/PATEL		CIVIL ENGINEERS * HYDROLOGISTS * LAND SURVEYORS * CONSTRUCTION MANAGERS												Task Amounts				
Project:		City of Maricopa - Vekol Regional Park - Offsite Improvements												CSJ				
Location:		Bowlin Road and John Wayne Parkway																
Date:		March 14, 2012																
References:																		
		Attachment B																
		WORK HOUR ESTIMATE																
No	Description	Princ	Sr Proj	Sr Proj	Proj	Proj	Proj	Sr	Engg	Const.	GPS	SurTech	Office Staff	Total Hours	Labor Amount	Misc	Miles	Total Expenses
		\$185	\$170	\$155	\$150	\$110	\$90	\$85	\$135	\$185	\$140	\$130	\$70					
Task 1	Bowlin Road (East of John Wayne Parkway)																	
	Project Management & Coordination	2	6	24										32	\$4,510			\$0
	Field Surveys		2	6										72	\$8,960		180	\$99
	Construction Plans	4	20	12	32	40		80						188	\$21,360	\$2,000		\$2,000
	Special Provisions & Estimates	2			12	16								30	\$3,660			\$0
	Onsite Drainage Design / Report	1	3	2	6	7		13					2	34	\$3,800	\$85		\$85
	Task 1 Subtotals	7	33	14	80	63	0	93	0	0	0	32	2	356	\$42,290	\$2,085	180	\$2,184
Task 2	John Wayne Parkway (SR347)																	
	Project Management & Coordination														\$0			\$0
	Field Surveys		1	2										27	\$3,550		90	\$50
	Construction Plans	2	4	4	10	20		54						94	\$9,760	\$400		\$400
	Special Provisions & Estimates				2	2								4	\$480			\$0
	Onsite Drainage Design / Report	1	1	4	6			5						17	\$1,930			\$0
	Offsite Channel/Box Plans Details/Report	2	14	9	28	33		59					2	147	\$16,570			\$0
	Task 2 Subtotals	4	20	14	46	61	0	118	0	0	0	16	4	289	\$32,290	\$400	90	\$450
Task 3	Alterra Parkway (Internal Roads)																	
	Project Management & Coordination	2	4		6									12	\$1,830			\$0
	Field Surveys		2	4										22	\$2,860			\$0
	Roadway Construction Plans	2	16	16	40	62		100						236	\$26,090			\$0
	Waterline Construction Plans	2	1	5	6			10						24	\$2,655			\$0
	Special Provisions & Estimates	2	2	12	16			23						30	\$3,660			\$0
	Onsite Drainage Design / Report	1	5	3	13	13		23					2	60	\$6,715			\$0
	Task 3 Subtotals	5	31	20	80	97	0	133	0	0	0	8	4	384	\$43,810	\$0	0	\$0
	TOTALS	16	84	48	206	221	0	344	0	0	0	56	20	1029	\$118,390	\$2,485	270	\$2,634
Optional Tasks	Right-of-Way and Parcel Descriptions	12	24		24									92	\$9,560			\$0
	ADOT Coordination (Allowance)													60	\$9,420			\$0

TERMS OF AGREEMENT

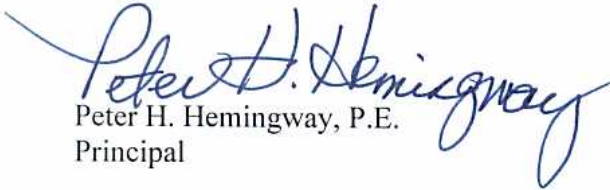
1. Wood, Patel & Associates, Inc., herein called the Consultant, makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are good faith estimates and professional opinions only. Since Consultant has no control over market conditions, bidding procedures, or the efficiency of any contractor's means and methods of construction, the Consultant cannot warrant that bids, final quantities, or ultimate construction costs will not vary from these good faith estimates.
2. Consultant makes no representations concerning soil or environmental conditions and is not responsible for any liability that may arise out of the making or failure to make soil or environmental surveys, or sub-surface tests, or general testing.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which changes affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.
4. The Consultant is not responsible, and liability is waived by the Client as against Consultant, for use by Client or any other person of any plans or drawings not signed by Consultant as final and ready for bidding or construction. Plans, reports, drawings, or specifications marked "Preliminary" or "Not For Construction", or otherwise marked to indicate they are not final, may not be used for estimating, bidding, or construction without Consultant's advance written authorization.
5. Client and Consultant have agreed, to the fullest extent permitted by law, to allocate the risks of this Project such that the aggregate liability of Consultant, its sub-consultants and the insurers of Consultant or its sub-consultants, to Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses arising from any cause or causes (including without limitation attorneys' fees and costs and expert-witness fees and costs) shall not exceed the greater of \$500,000 or the total fee paid Consultant for its services on this Project. Consultant and Client intend that this risk allocation shall apply to any and all liability or cause of action against Consultant, however alleged or arising, unless otherwise prohibited by law. Should Client not pay consultant in full for all services rendered in accordance with the contract, Client releases Consultant of all liability.
6. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise noted in this Agreement.
7. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.00% per month, which is an ANNUAL PERCENTAGE RATE of 12%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Should legal action be necessary to enforce the provisions of any contract or Agreement entered into in which this schedule is a part, the Client agrees to pay all attorneys' fees and court costs incurred in the prosecution thereof.
8. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that changes in policy or interpretation made by said agencies after the date of this Agreement cause a need for additional office or field work to comply with such changes, Client shall pay Consultant for such additional work according to the terms and fee schedules in effect at the time such services are performed.
9. The Client shall pay the costs of plan checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. A restart fee equivalent to twenty (20) percent of the base fee payable to Consultant under this Agreement will be charged if the Project is placed on hold. All studies, reports, plans, specifications, certifications or other professional documents generated by Consultant (collectively "instruments of service") for the project covered by this Agreement remain Consultant's property and Consultant shall be deemed their author and sole owner. Consultant shall retain all copyrights, common law, statutory and other ownership rights to its instruments of service. Upon paying in full for Consultant's services, Client shall obtain a limited, non-exclusive license to use Consultant's instruments of service for purposes of this project only. Client acquires no ownership rights to Consultant's instruments of service by virtue of this Agreement, and it may not use Consultant's instruments of service, or any aspect, element, or derivative work based on them for any other purpose. Nor does Client have any right to further assign, delegate, pledge or transfer the limited license created by this Agreement without the express written permission of Consultant, which Consultant may withhold in its sole discretion. Client may, consistent with the terms and conditions of this Agreement, reproduce Consultant's instruments of service, or portions or derivative works based thereon, to satisfy regulatory requirements of any authority having jurisdiction over the project, or for the use of any consultant, contractor, subcontractor, or supplier to Client executing the work described in Consultant's instruments of service. Consultant's instruments of service may not be used for any future addition to or alteration of the project without Consultant's express written permission.
11. Construction staking fees are for setting one (1) set of stakes only for each item listed. Owner/contractor is responsible for protecting these stakes. Any restaking or staking of items not listed or replacement of control stakes or pins necessary to stake the item of work called for shall be performed on an hourly basis as an extra.
12. Construction staking or restaking will be performed and charged as an additional service when requested by a designated representative of your office.

13. Printing of plans, delivery charges, and postage, as well as review fees, will be billed as an extra to the contract at cost plus fifteen (15) percent.
14. Revisions, alterations, or change orders requested by the Client shall be deemed extra work. Consultant fees will be charged per the latest fee schedule in effect at the time such revisions are requested.
15. This proposal is valid for sixty (60) days from the date of preparation.
16. Neither party to this Agreement will hire or make an offer of employment to an employee of the other party, without prior written consent of the other party, during this Agreement and for one (1) year following completion of this Agreement.
17. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of Client or its separate contractors, subcontractors, consultants, or anyone for whom Client is legally responsible in connection with the Project.
18. By signing this Agreement, Client's representative represents that he or she has the legal right, power and authority to enter into this Agreement, and to direct Consultant to study the Project, prepare plans for Project, and enter the Project site.
19. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. Consultant's services under this Agreement are performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client and Consultant agree to require a similar provision in all contracts with their respective contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to fulfill the intent of this provision.
20. Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub consultants as Additional Insureds, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. Client shall require all contractors to furnish to Client and Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless Client, Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Contractor's (or any subcontractor's) negligent or willful acts, errors or omissions in connection with the Project, including without limitation all claims by employees of the contractors.
21. Applicable to Apartment Community projects only: The Project depicted in Consultant's plans, drawings and specifications has been specifically designed for Client as an apartment community where individual units are leased or rented to their occupants. This Project has not been designed with the intent that ownership of individual units shall be sold or transferred to individual owners. Design standards and criteria for apartment communities may vary significantly from those applicable to time share or condominium communities where individual units are sold to occupants. Therefore Consultant assumes no liability to any Client, developer, builder, lender, investor, community or homeowners' association, or to any subsequent owner or occupant of this Project, or anyone asserting a claim by or through them, for repair, replacement, diminished useful life, reduced performance or diminution of property value, in the event this Project is subsequently converted from an apartment community to a time share or condominium community where units are individually owned. This variance in design standards and criteria may adversely affect the use, performance or property values for individual owners in time share or condominium communities.
22. Applicable to Apartment Community projects only: Client does not now foresee that this Project will be converted into condominiums, time shares, or any other use for which ownership of individual units shall be sold or transferred to individual owners. Because Consultant did not design this Project for condominium ownership, time share, or other use in which ownership of individual units is sold or transferred to individual owners, Client agrees that, if Client converts the Project to such use or ownership, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant and Consultant's officers, directors, shareholders, employees and sub consultants from any and all claims, losses, damages and costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising in any manner whatsoever from conversion of the Project to condominium, time share, or other use where ownership of individual units is sold or transferred to individual owners, except for the sole negligence or willful misconduct of the Consultant.
23. Applicable to Condominium projects only: Client agrees to include in the Covenants, Conditions and Restrictions or equivalent documents (collectively "CC&R's") recorded on the Project, and in the by-laws of any Homeowners or Community Association ("Association") established for this Project, a requirement that the Association shall perform all inspections and preventive maintenance recommended in the Maintenance Manual. Furthermore, Client agrees to establish and notify the Association and its members or owners at or before the time units are sold to members or owners of the reasonably-anticipated reserves needed for such inspections and preventive maintenance. Client shall also cause the CC&R's for the Project and the Association by-laws to contain an appropriate waiver of liability and indemnity, in a form mutually approved by Client and Consultant, if the Maintenance Manual recommendations for inspections and preventive maintenance are not performed.

We appreciate the opportunity to submit this proposal and look forward to working with you on this important project for the City of Maricopa. If this agreement meets with your approval, please indicate by signing below and returning one copy to us.

Sincerely,

Wood, Patel & Associates, Inc.



Peter H. Hemingway, P.E.
Principal

PHH/gg

Y:\WP\Proposals\Public Works Dept\Vekol Regional Park-Offsite Improvements_REV 3-23-12.doc

AUTHORIZATION & ACCEPTANCE FOR ENGINEERING SERVICES

Accepted for _____
(Organization Responsible for Payment)

Accepted by _____
(Name and Title)

Signature _____ Date _____

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2012			2013			2014	
						Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
VEKOL REGIONAL PARK													01-Jan
PROJECT SUMMARY						18-Apr-12, PROJECT SUMMARY							
A1000	N.T.P.	1	1	18-Apr-12	18-Apr-12	N.T.P.							
LONG LEAD ISSUES / PROCUREMENT													01-Jan
DESIGN						216							13-Feb-13, DESIGN
ADOT - SR 347 IMPROVEMENTS						201							24-Jan-13, ADOT - SR 347 IMPROVEMENTS
A1010	TRAFFIC STUDY	30	30	19-Apr-12	30-May-12	TRAFFIC STUDY							
A1020	1st SUBMISSION TO ADOT	90	90	31-May-12	03-Oct-12	1st SUBMISSION TO ADOT							
A1030	REVIEW & REVISE ADOT COMMENTS	60	60	04-Oct-12	26-Dec-12	REVIEW & REVISE ADOT COMMENTS							
A1040	2nd SUBMISSION TO ADOT	20	20	27-Dec-12	23-Jan-13	2nd SUBMISSION TO ADOT							
A1050	ADOT PERMIT	1	1	24-Jan-13	24-Jan-13	ADOT PERMIT							
GLOBAL WATER COMPANY						30							29-May-12, GLOBAL WATER COMPANY
A2500	WASTEWATER ASSESSMENT REPORT	30	30	18-Apr-12	29-May-12	WASTEWATER ASSESSMENT REPORT							
EDS POWER						66							13-Feb-13, EDS POWER
RECREATION CENTER						60							05-Feb-13, RECREATION CENTER
A45000	DESIGN	60	60	14-Nov-12	05-Feb-13	DESIGN							
SITE						60							13-Feb-13, SITE
A45010	DESIGN	60	60	22-Nov-12	13-Feb-13	DESIGN							
CONSTRUCTION						446							01-Jan
MULTI-GENERATIONAL CENTER CONSTRUCTION						446							01-Jan
DESIGN/PERMITS						150							13-Nov-12, DESIGN/PERMITS
A33500	DESIGN & PERMIT COMPLETE	150	150	18-Apr-12	13-Nov-12	DESIGN & PERMIT COMPLETE							
CONSTRUCTION						296							01-Jan
A33000	FOUNDATIONS	35	35	14-Nov-12	01-Jan-13	FOUNDATIONS							
A33010	SHELL CONSTRUCTION	90	90	02-Jan-13	07-May-13	SHELL CONSTRUCTION							
A33020	ROUGH-INS	75	75	08-May-13	20-Aug-13	ROUGH-INS							
A33030	FINISHES	90	90	29-Aug-13	01-Jan-14	FINISHES							
MULTI-GENERATIONAL CENTER SITE COORDINATION						109							26-Feb-13, MULTI-GENERATIONAL CENTER
A35000	CONSTRUCT BLDG PAD	15	15	27-Sep-12	17-Oct-12	CONSTRUCT BLDG PAD							
A35005	COMPLETE MASS GRADING	25	25	27-Sep-12	31-Oct-12	COMPLETE MASS GRADING							
A35010	INSTALL UTILITIES TO MULTI-GENERATIONAL SITE	60	60	05-Dec-12	26-Feb-13	INSTALL UTILITIES TO MULTI-GENERATIO							
A35020	SEQUENCED SITE ACCESS	5	5	18-Oct-12	24-Oct-12	SEQUENCED SITE ACCESS							
DESIGN / PERMITS / GMP						210							06-Feb-13, DESIGN / PERMITS / GMP
DESIGN						155							21-Nov-12, DESIGN
CIVIL GRADING & DRAINAGE						55							04-Jul-12, CIVIL GRADING & DRAINAGE
A5000	SCHEMATIC DESIGN	10	10	19-Apr-12	02-May-12	SCHEMATIC DESIGN							
A5010	DESIGN DEVELOPMENT	20	20	03-May-12	30-May-12	DESIGN DEVELOPMENT							
A5020	CONSTRUCTION DOCUMENTS	30	30	24-May-12	04-Jul-12	CONSTRUCTION DOCUMENTS							
SITE IMPROVEMENTS DESIGN						155							21-Nov-12, SITE IMPROVEMENTS DESIGN
A5250	PROGRAM & SCHEMATIC DESIGN	50	50	19-Apr-12	27-Jun-12	PROGRAM & SCHEMATIC DESIGN							
A5260	DESIGN DEVELOPMENT	45	45	28-Jun-12	29-Aug-12	DESIGN DEVELOPMENT							
A5270	CONSTRUCTION DOCUMENTS	60	60	30-Aug-12	21-Nov-12	CONSTRUCTION DOCUMENTS							
PERMITS						155							06-Feb-13, PERMITS

- Remaining Level of Effort
- Remaining Work
- Actual Level of Effort
- Critical Remaining Work
- Primary Baseline
- Secondary Baseline
- Tertiary Baseline
- Actual Work
- Milestone
- Summary

VEKOL REGIONAL PARK
PROGRAM SCHEDULE

Date	Revision	Checked	Approved
27-Mar-12		MH	

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	2012				2013				2014	
						Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1		
CIVIL GRADING & DRAINAGE						CIVIL GRADING & DRAINAGE									
A7500	1st SUBMISSION - C.O. MARICOPA	30	30	05-Jul-12	15-Aug-12	19-Sep-12, CIVIL GRADING & DRAINAGE									
A7510	REVIEW & REVISE CITY COMMENTS	15	15	16-Aug-12	05-Sep-12	1st SUBMISSION - C.O. MARICOPA									
A7520	2nd SUBMISSION - C.O. MARICOPA	10	10	06-Sep-12	19-Sep-12	REVIEW & REVISE CITY COMMENTS									
A7530	PERMIT	1	1	19-Sep-12	19-Sep-12	2nd SUBMISSION - C.O. MARICOPA									
SITE IMPROVEMENTS						SITE IMPROVEMENTS									
A7750	1st SUBMISSION - C.O. MARICOPA	30	30	22-Nov-12	02-Jan-13	06-Feb-13, SITE IMPROVEMENTS									
A7760	REVIEW & REVISE CITY COMMENTS	15	15	03-Jan-13	23-Jan-13	1st SUBMISSION - C.O. MARICOPA									
A7770	2nd SUBMISSION - C.O. MARICOPA	10	10	24-Jan-13	06-Feb-13	REVIEW & REVISE CITY COMMENTS									
A7780	PERMIT	1	1	06-Feb-13	06-Feb-13	2nd SUBMISSION - C.O. MARICOPA									
GMP						GMP									
CIVIL GRADING & DRAINAGE						CIVIL GRADING & DRAINAGE									
A10000	SCHEMATIC BUDGET	10	10	19-Apr-12	02-May-12	12-Dec-12, GMP									
A10010	DESIGN DEVELOPMENT BUDGET	10	10	17-May-12	30-May-12	26-Sep-12, CIVIL GRADING & DRAINAGE									
A10020	FINAL GMP	15	15	06-Sep-12	26-Sep-12	SCHEMATIC BUDGET									
SITE IMPROVEMENTS						SITE IMPROVEMENTS									
A10250	SCHEMATIC BUDGET	10	10	14-Jun-12	27-Jun-12	12-Dec-12, SITE IMPROVEMENTS									
A10260	DESIGN DEVELOPMENT BUDGET	10	10	16-Aug-12	29-Aug-12	SCHEMATIC BUDGET									
A10270	FINAL GMP	15	15	22-Nov-12	12-Dec-12	DESIGN DEVELOPMENT BUDGET									
CONSTRUCTION						CONSTRUCTION									
OFF-SITE						OFF-SITE									
SR-347 - JOHN WAYNE PARKWAY ENTRANCE						SR-347 - JOHN WAYNE PARKWAY ENTRANCE									
A20000	SUBMIT TRAFFIC PLAN - ADOT APPROVAL	10	10	07-Feb-13	20-Feb-13	01-Jan-14									
A20010	CONSTRUCT CULVERT OVER SR-347 RETENTION TO SITE	60	60	25-Jan-13	18-Apr-13	13-Nov-13, C									
A20020	CONSTRUCT DECEL LANE & IMPROVEMENTS	45	45	19-Apr-13	20-Jun-13	20-Jun-13, SR-347 - JOHN WA									
BOWLIN ROAD ENTRANCES						BOWLIN ROAD ENTRANCES									
A45020	BOWLIN ROAD IMPROVEMENTS	120	120	30-May-13	13-Nov-13	13-Nov-13, B									
ON-SITE						ON-SITE									
A30000	INSTALL SWPPP	5	5	13-Sep-12	19-Sep-12	01-Jan-14									
A30005	CONSTRUCT MULTI GENERATIONAL BLDG PAD	20	20	17-Sep-12	12-Oct-12	INSTALL SWPPP									
A30010	MASS GRADING	60	60	20-Sep-12	12-Dec-12	CONSTRUCT MULTI GENERATIONAL BLDG PAD									
A30020	U.G. UTILITIES WET	90	90	13-Dec-12	17-Apr-13	MASS GRADING									
A30025	U.G. DRY UTILITIES	30	30	18-Apr-13	29-May-13	U.G. UTILITIES WET									
A30030	INSTALL HARDSCAPE STRUCTURES	90	90	13-Dec-12	17-Apr-13	U.G. DRY UTILITIES									
A30035	U.G. LIGHTING DISTRIBUTION - MUSCO LIGHTING	40	40	18-Apr-13	12-Jun-13	INSTALL HARDSCAPE STRUCTURES									
A30040	INSTALL LANDSCAPE IRRIGATION SYSTEM	45	45	02-May-13	03-Jul-13	U.G. LIGHTING DISTRIBUTION									
A30050	PREPARE BALL & SOCCER FIELDS FOR SOD/HYDROSEED	20	20	04-Jul-13	31-Jul-13	INSTALL LANDSCAPE IRRIG									
A30060	INSTALL CURB & GUTTER	45	45	04-Jul-13	04-Sep-13	PREPARE BALL & SOCC									
A30070	GRADE & PAVE	30	30	05-Sep-13	16-Oct-13	INSTALL CURB & GU									
A30080	LANDSCAPING @ PARKING AREAS	40	40	17-Oct-13	11-Dec-13	GRADE & PAVE									
A30090	SUBSTANTIAL/FINAL COMPLETION	15	15	12-Dec-13	01-Jan-14	LANDSC									

- █ Remaining Level of Effort
- █ Actual Level of Effort
- Primary Baseline
- Secondary Baseline
- Tertiary Baseline
- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone
- ▶ Summary

VEKOL REGIONAL PARK PROGRAM SCHEDULE

Date	Revision	Checked	Approved
27-Mar-12		MH	