

CITY OF MARICOPA

RSOQ 12CC082911 PROFESSIONAL DESIGN SERVICES FOR
MULTI-GENERATIONAL CENTER AND SWIM FACILITY
FEE PROPOSAL

January 12, 2012

Architekton
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January 20, 2012

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

Re: Proposal for Architectural and Engineering Services ** Revised -2 **
Project #12CC082911 – Multi-Generational Center and Swim Facility

Dear Mr. Billingsley,

This letter shall serve as Architekton's services and fee proposal for the City of Maricopa Project #12CC082911 – Multi-Generational Center and Swim Facility. This proposal is based upon the information we have gathered from the initial Request for Qualifications issued by The City of Maricopa, the City of Maricopa Vekol Site Needs Assessment dated May 2011, the information received during the interview on November 29, 2011, the two master site plans for the park development, the budgetary information contained in the Capital Improvement Plan FY2011-2030 summary found on the City's website and the scoping meeting held at the interim city hall on December 9, 2011.

Scope of the Project

From the Capital Improvement Plan FY2011-2030, it is clear that one fact about this project is certain at this time and will not change. The City of Maricopa has set aside \$10,980,000 for the construction of the Recreation/Aquatic Center. There is \$2,500,000 set aside for this project's Furnishings and Equipment. There is \$225,000 set aside for Technology (assumed to mean data service connection to the City's data infrastructure). There is \$175,000 set aside for Communications (assumed to mean telecommunications equipment and installation).

In the Capital Improvements Plan \$2,380,000 has been identified for the Planning and Design of the facility. It is assumed that this figure includes the Program Management fees, design team fees and fees associated with permitting the project for construction. Therefore we are assuming the hard construction cost of the project will be \$10,980,000. This proposal assumes \$2,500,000 represents the furniture, fixtures and equipment budget (including design costs) and the combination of the Technology and communications budgets (\$400,000) will be used for Data/telecom (including design costs).

The site for the new facilities will be on the City of Maricopa's Vekol Site which is being master planned (by others) as a 140 acre Regional Park. There are two master site plans being considered by the City of Maricopa. Both options appear to have the Multi-Generation Center and Swim Facility in a central location. One has more exposure to John Wayne Parkway, the other veneers John Wayne Parkway with

some Public Private Partnership opportunities for retail with the new facilities directly to the east. (See attached master plans)

For the purposes of developing a fee proposal, our team has assumed approximately 8-10 acres of site development for this project that includes the building footprints and the parking required for the Multi-gen and swim facilities. The site development will be coordinated with the overall park's selected design-build team. From the Vekol Site Needs Assessment document dated May 2011, it is clear that at a public workshop held in February 2011, identified several features as being desirable by the citizens of Maricopa for both a swim facility and the multi-generation recreation center. From that information we understand the basic program requirements will be:

Multi-generation recreation center:

- Senior Center
- Indoor Gym
- Climbing Wall
- Racquetball Courts
- Fitness
- Walking Track
- Multi-purpose/Mini-Banquet room
- Classrooms/Training
- Staff Offices
- Restrooms
- Parking

Swim Facility:

- Lap/dive competitive pool
- Slides/Lazy River/Family pool
- Splash pads – assessable outside of pool hours
- Concession stand
- Parking

The budget set aside for this project appears to support construction costs for a 52,000 to 54,000sf multi-generation facility which would be an appropriate size for a Maricopa sized community. Our experience indicates there may not appear to be enough funds to support the swim facility.

We are anticipating a swim facility that would provide many of the features listed in the Vekol Site Study would have a budget of approximately \$2,500,000. As part of this project and contract, it is assumed that the Swim Facility will be programmed, designed and documented with Multi-generation center from the programming phase through to 100% construction documents. The construction of this facility may be phased for future construction when additional funding becomes available.

However, it is understood that a swimming pool is essential for the multi-generation center from day one. Therefore the design team will include a standard recreation center swimming pool (5,000sf; four 25 yard lap lanes, water splash feature, zero entry play section, bench in the water between the lap

lanes and the play area, \$750,000 budget) in the scope of the multi-generation center and it will be built with it in the first phase of construction. It will be designed so that the future swim facilities will operate seamlessly with it as a complete swim facility. The multi-generation center will act as the control point for the pool, and the pool equipment yard will be designed to allow for the addition of the future swim facility's equipment.

Scope of Services

The scope of services is presented five sections:

1. Public Outreach Services
2. Multi-generation Center Design Services
3. Telecommunications/Data Infrastructure and Interior Architecture Design Services
4. Swim Facility Design Services
5. Operational Analysis White Paper.

1. Public Outreach Efforts (General Services included in basic services fees)

It is our understanding that the City of Maricopa has begun the process of gathering community input essential to creating a successful recreation and swim facility. There was a very well attended Town Hall meeting in February 2011. The community was asked by the facilitators to offer their ideas for features they would like included in the center and what would make that center special to the City of Maricopa.

The information was gathered and presented in the Vekol Site Needs Assessment, which represents an excellent starting point for this project. The design team will use that information to begin its programming effort. All of the desired features must be vetted and clearly defined quantitatively and qualitatively so the resulting design embodies all of those characteristics.

Our intention is to gather this information from the community and stakeholders (including the Maricopa City Council, Oversight Committee, Parks Recreation and Library (PRL) Committee, Project Manager & Team, and Community Services Director.) Their collective, qualitative, and quantitative aspirations will be ascertained, and unified goals for the project are developed.

Together with Abacus and the City management team, the Design Team will determine which workshop and outreach methodologies of engaging the Maricopa community will yield the best results. Our goal is for all involved to have a stronger sense of community and a shared authorship of the new Maricopa Multi-Generational Center and Swim Facility.

Facility Tour, Assessments & Interviews

Depending upon the outcome of the Operational Analysis White Paper and final decision by the City of Maricopa on the operations structure of the facility, the Design Team will tour existing facilities the Community Services Director (and/or the selected operator) believes comes closest to being a model for the Maricopa project.

We will assess current programming and operational strategies against the selected model (post-White Paper and decision) and interview critical staff and leaders to better understand the needs of the Community and Recreation Program.

Visioning Sessions & Workshops

The Design Team will participate in on-site sessions and workshops, and provide opportunities for various stakeholders to engage in the design process. Visioning exercises such as dot polling help identify overall project goals. Understanding a diverse group of individuals will contribute to the analysis and design process, the Design Team will utilize photography, sketches, renderings, physical building blocks, and digital 3D models to help engage individuals in the design process, communicate and unify ideas, and define the design language moving forward.

Community Charette

Once the Design Team has obtained and reviewed as much information as possible, we will participate in a community design charette [an intense period of design activity] to present the findings and allow community members to assist the process by bringing their unique perspectives. Our experience has shown that a preferred scheme typically emerges from these early design activities providing a baseline concept from which to proceed. As the design progresses, additional community meetings are recommended to keep everyone informed and to allow opportunities to provide input.

Communication strategies, including social media and City Web-Site updates, provide options for community members to stay as engaged in the process as they much as they would like. We recommend the Public Information Officer at the City include updates on the project's design and progress on the City's website and social media communications. We will provide the design images and narratives developed during the process for that purpose.

Presentations & Reports

Formal presentations and reports will be developed at major mile stones during the design process. These include site plans floor plans renderings and study models enough to communicate the design to all stakeholders. They will be presented to the Maricopa City Council, Oversight Committee, Parks Recreation and Library (PRL) Committee, Project Manager & Team, and Community Services Director as indicated in the project scope. These groups will have the opportunity to review, comment, and build consensus as the project develops.

Our goal is to help you design your facility and for all involved to have a stronger sense of community and a shared authorship of the new Maricopa Multi-Generational Center and Swim Facility. The following engagement opportunities are itemized as follows:

[See the attached work plan for session scheduling of these tasks]

Project Engagement	weeks 1-3
Operational Analysis	weeks 4-10
Tour Existing City of Maricopa Recreation Facilities [OA-2]	wk 4
Conduct Administrator Interviews [OA-3]	wk 4-5
Report Presentation [OA-16]	wk 10

Preliminary Site Plan Research	weeks 4-8
Site Validation Services	weeks 4-17
Programming Verification Phase	weeks 5-15
Visioning Session #1 - PRL Committee (1st session) [PVP-3]	wk 5
Visioning Session #2 - PRL Committee (2nd session) [PVP-4]	wk 6
Visioning Session #3 - Council and Sub-Committee [PVP-5]	wk 7
Questionnaires to the Council and PRL Committees [PVP-6]	wk 8-10
Conduct interviews based on questionnaire responses [PVP-8]	wk 10
Conduct follow-up interviews [PVP-11]	wk 14
Presentation, Report findings to Council and PRL Committees [PVP-14]	wk 15
Schematic Design Phase	weeks 15-26
Schematic Design Charrette, Workshop #1 [SD-3]	wk 16
Schematic Design Workshop #2 [SD-6]	wk 18
Schematic Design Presentation [SD-8]	wk 19
Schematic Design Workshop #3 [SD-11]	wk 21
Schematic Design Report to Council [SD-19]	wk 25
First Public Presentation Meeting [SD-20]	wk 26
Design Development Phase	weeks 27-35
Design Development Workshop #2 [DD-11]	wk 27
Design Development Report to Council [DD-21]	wk 35
Second Public Presentation Meeting [DD-22]	wk 36
Construction Documents Phase	weeks 35-44
GMP Development and Permitting	weeks 44-53
Construction Administration Phase	weeks 53-105

2. Multi-generation Center Design Services

Basic Architecture and Engineering Services

The design team will provide at a minimum the architectural and engineering services defined in the City of Maricopa contract terms that accompany this proposal. (Please refer to that document for a full list of anticipated services) The design team shall comply with the terms of the contract. The services rendered will be architecture and landscape architecture design services, civil, structural, mechanical, electrical, plumbing, and basic fire protection engineering services. (Each of the sub consultants on the design team has included their proposal for services as attachments to this document.)

The services will be rendered in the phases as described in the City of Maricopa contract terms that accompany this proposal. (Please refer to that document for a full list of anticipated phases) Attached

to this document is the Master Work Plan we have custom designed around the requirements of this project. In it, the specific tasks, deliverables and schedule are detailed from the programming to the construction phase. It is anticipated that the CMAR, once selected will supplement the schedule with all of the construction activities.

Multi-Generation Center Swimming Pool

In addition to the basic services, this part of the project will include a swimming pool that is additional to the Swim Facility section of this proposal. Please see the description of this pool in the Scope of Project section in this proposal. This pool is initially identified as a 5,000sf pool with associated deck adjacent to and controlled by the Multi-generation center. It will have four 25 yard laps lanes, zero entry, one play feature and a built-in seating bench separating the lap lanes from the play area. (This pool will be modeled after the pool at the recently completed YMCA in East Mesa.)

The design team will provide design services for this pool without the services of Counsilman-Hunsaker. We intend to design this pool as we have done on several others as a design-build component under the CMAR. The design team will provide schematic design and specifications for this pool similar to others we have done. The CMAR will bid this component to qualified pool companies. Once selected, the successful pool bidder will complete the documents necessary to permit and construct the pool based upon their system. This process will yield the most effective use of the City's available funds for a standard pool.

Security System Design Services

Collective Tech (CT), a division of Henderson Engineers, will provide design services and construction drawings and specifications for the electronic physical security systems and infrastructure. The electronic security systems shall include access control, video surveillance, and intrusion detection systems. This proposal assumes that no design for off-site monitoring, control, or integration of existing systems is required.

Detailed Description of Services:

CT will design electronic physical security systems for the new Recreation/Aquatic Center. Systems shall include access control at exterior doors and some interior doors, limited video surveillance within the building and at building entries, and of the parking areas. Intrusion detection shall be provided as an extension of the access control system to include exterior door monitoring and limited interior motion detection.

SECURITY BASIC SERVICES

- A. HEI shall provide the following under the terms of this Agreement:
 - a. Deliverables:
 - i. Schematic Design:
 - 1. Written description of electronic physical security systems
 - 2. Opinions of Probable costs will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
 - ii. Design Development:

1. One line security documents
 2. Opinions of Probable costs will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
 - iii. One set of construction document review drawings at 50% and 90% completion.
 - iv. One set of reproducible construction drawings and specifications.
 - b. Coordination services:
 - i. Attendance at approximately 2 project design meetings
 - ii. Coordination of security design with architect, M/E/P/FP, structural and civil design consultants, including coordination of architectural door hardware schedules for security system functionality.
 - c. Limited Construction Phase Services consisting of:
 - i. Response to questions during bidding
 - ii. Response to code review comments.
 - iii. Review of submittals for compliance with the Contract Documents including up to 2 reviews of each submittal (e.g. shop drawing, product data item, sample and similar submittal) by the Contractor.
 - iv. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
 - v. Response to contractor written Requests for Information (RFIs) during course of construction.
 - vi. Construction observation visits to job site (maximum of 4 trips with 1 designer) to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. HEI will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work.
- B. The following are not provided by HEI under the terms of this Agreement:
- a. Design of any system related to emergency response, dispatch, or 911 service
 - b. Design of any radio or RF systems

Graphics and Wayfinding

Architekton will provide graphic design services to the City of Maricopa for this project to develop the building signage and wayfinding systems. This work will be done in coordination with the City's current standards and at the direction of those responsible for the city's graphic standards. The intent is to develop a signage system that is coordinated with the design of the building and provides seamless direction to patrons of the facility.

The graphics system will include design for the major building signage, office and room identification (Men, Women, Family, Pool, Gymnasium, etc.) instructional signage for the building functions (does not include fitness equipment), and code required signage.

During the Schematic Design Phase the deliverables will include up to four meetings to develop the signage designs and locations. Material samples, type fonts, type sizes, and colors will be reviewed

with the project team.

During the Design Development Phase, the graphics package will be adapted to the final design of the building and the construction system for the signs will be developed. With the help of the CMAR, sign companies will be brought in to assist the design team with material availability and suitability.

During the Construction documents Phase the deliverables will be a set of construction documents for the signs themselves and a location directory. These will include (Site Plan, Floor Plan, Elevations, Details and specifications).

During Construction, Architekton will review the sign company submittals, answer their questions and assist in the exact and final placement of the signs.

COMPENSATION (this section) - A&E Services for 52-54,000 gsf Recreation Center

The basic services fees below include the fees for Architekton (Architecture and Programming), Gannett Fleming (Civil Engineering), J2 (Landscape Architecture), BDA (structural Engineering), and Henderson Engineers (Mechanical, Electrical, Plumbing, Basic Fire Protection, and Audio Visual Systems Engineering).

Architectural and Engineering Fees:

Programming Phase	\$48,595
Schematic Design Phase	\$145,784
Design Development Phase	\$194,378
Construction Document Phase	\$388,756
Construction Administration Phase	\$194,378

Additional Included Services:

Special Structural Inspections (Limited to 80 Trips)	\$50,000
Graphics and Wayfinding	\$15,000
Security Systems Design	\$ 14,240

Total Additional Included Services \$79,240

Totals Basic Services Fee \$1,051,131

Reimbursable Expense Allowance \$41,250
(Printing, Mileage, Deliveries)

Optional Services:
Energy Modeling (see HEI Proposal in appendix) \$20,000

3. Telecommunication and Technology Systems Engineering & Interior Architecture

This section includes design services for the telecommunications and technology systems and interior architecture. Henderson Engineers will provide systems engineering for telecommunications and data. Architekton will provide interior architecture services. It assumes the budget for this work including the design fees as set aside in the Capital Improvement Plan is \$2,500,000 for the FFE, 225,000 for technology and 175,000 for telecommunications.

Henderson Engineers will provide Information Technology (IT) design for the telecommunications infrastructure to support voice, data and CATV distribution within the new Recreation/Swim Facility Center. Henderson Engineers shall specify and create bid documents for the active telephone and network components. Additionally, Henderson Engineers shall provide design of Audio-Visual systems.

Detailed Description of Services:

The design of the telecommunications infrastructure shall include: interior structured cabling system (cables, connectors, terminations, outlets, faceplates) to support voice, data and CATV; racks, cabinets and cable supports; telecommunications grounding and bonding systems; and design of telecom utility pathway to a point five feet (5') outside the building.

Henderson shall create bid documents for the procurement and installation of a telephone system, which shall include business telephone switch (or the VoIP equivalent); telephone handsets; and voicemail system. CT shall also create bid documents for the procurement and installation of core and edge network components. These network components shall include (as required): router; switches; wireless access points. With regard to wireless access points, CT shall create a drawing indicating proposed locations of the wireless access points; it shall include notes which indicate that the contractor shall adjust final locations based on signal strength and coverage when building construction is substantially complete.

Henderson Engineers shall design the Audio-Visual systems. The AV systems shall be limited to two areas, which are to be self-contained for content and control. The first area shall be a "community room" which may be utilized for public events; training; and/or parties. The AV system in this area shall include: a projector and projection screen (or alternatively a flat-panel display); amplifier and speakers; Blu-Ray player; auxiliary audio/HDMI inputs (to plug in laptop and/or mp3 player and/or tablet); and microphone for speaker. Controls shall be limited to remotes included with the systems, and a wall-mounted volume control for overhead speakers. The second area shall be the pool deck. The system shall be a sound-only system; with coverage of the pool deck only, and not underwater speakers. It shall be suitable for music and public address. The sound system shall have a single zone. The inputs for the sound system shall be: a radio tuner; an mp3 player input (mp3 player by Others); and microphone connection.

TECHNOLOGY BASIC SCOPE OF SERVICES

A. HEI shall provide the following under the terms of this Agreement:

a. Deliverables:

i. Schematic Design:

1. Written description of telecommunications infrastructure

2. Written description of telephone and network systems
 3. Written description of AV systems
 4. Opinions of Probable costs will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
- ii. Design Development:
 1. One line telecommunications infrastructure and audio-visual documents
 2. Written description of telephone and network systems, with Owner comments from SD incorporated
 3. Opinions of Probable costs will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
 - iii. One set of construction document review drawings at 50% and 90% completion.
 - iv. One set of reproducible construction drawings and specifications.
- b. Coordination services:
 - i. Attendance at project design meetings
 1. Telecommunications Infrastructure and Telephone/Network: 2 meetings
 2. Audio-Visual: 1 meeting
 - ii. Coordination of technology design with architect, M/E/P/FP, structural and civil design consultants.
 - c. Limited Construction Phase Services consisting of:
 - i. Response to questions during bidding
 - ii. Response to code review comments
 - iii. Review of submittals for compliance with the Contract Documents including up to 2 reviews of each submittal (e.g. shop drawing, product data item, sample and similar submittal) by the Contractor.
 - iv. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
 - v. Response to contractor written Requests for Information (RFIs) during course of construction
 - vi. Construction observation visits to job site (maximum of 4 trips with 1 designer) to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. HEI will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work.
- B. The following are not provided by HEI under the terms of this Agreement:
- a. Design of extension of CATV and telecommunications utilities to any site
 - b. Design of extension of CATV and telecommunications utilities to within 5' of the building
 - c. Design of extension of CATV and/or other public telecommunications utility pathway(s) to within 5' of the building

- d. Design or coordination of the relocation of any existing data or technology service, component or device
- e. Design of any radio, microwave and/or other RF systems

Interior architecture services begin during the Schematic Design Phase. The design team will begin to identify furniture fixtures and equipment that will complete the design of the project. This will include the furniture for offices, reception areas, and other areas where furniture is deemed necessary for proper function of the facility. Equipment will also be identified in a similar manner. This will include fitness, office, lockers, storage and other equipment deemed necessary for proper function of the facility. A spreadsheet identifying the item and quantity will be developed to help track and quantify the sum total of all these items. This will be provided to the CMAR and Abacus for the purpose of estimating the cost to ensure the total stays within the budgetary constraints set by the City

During the design development phase the list will be amended and refined to ensure the equipment meets the needs of the user groups, is coordinated with the design of the facility and stays within the budget. Again this list is given to the CMAR and Abacus to begin purchasing coordination. During the Construction Documents Phase the list will be finalized, coordinated with the design, final spec's written, and coordinated through the CMAR for purchase and delivery.

During the construction, the interior architect will inspect the items upon delivery to the site and review the final installation and placement.

COMPENSATION (this section) - Telecommunication and Data Systems Engineering & Interior Architecture - \$2,900,000 budget

The services fees below include the fees for Architekton (Architecture and Programming), and Henderson Engineers (Data/Telecommunications Engineering).

Architectural and Engineering Fees:	
Schematic Design Phase	\$41,530
Design Development Phase	\$41,530
Construction Document Phase	\$66,457
Construction Administration Phase	\$16,613
Totals Basic Services Fee	\$166,130
Reimbursable Expense Allowance <i>(Printing, Mileage, Deliveries)</i>	 \$8,025

4. Swim Facility

The third section (Swim Facility) will provide engineering and architectural coordination services related to the swimming pools and aquatic components. Since this element is not directly addressed in the Capital Improvement Plan, our team has assumed standard of the industry municipal pool facilities

that address the majority of the features requested by the citizens in the Vekol Site Needs Assessment study. This proposal is based upon:

- 4,500 sf lap pool (@\$175/sf) - \$787,500 (construction only)
- 6,000sf recreation pool with lazy river, play features, etc. (@ \$225/sf) - \$1,350,000 (construction only)

SERVICES: The Architect hereby retains Counsilman Hunsaker as its swimming pool design consultant for the Project which includes an outdoor 25 Yard Competition Pool with diving area that is approximately 4,500 SF and an outdoor Recreation Pool with lazy river, splash pad, aquatic play features that is approximately 6,000 SF. The scope of the

Counsilman Hunsaker's services shall include:

PROGRAMMING PHASE

(1) 1-day site visit

- A. Meet with the design team and the Owner's steering committee plus any designated staff and/or citizen groups to discuss the project, confirm the program and the Owner's objectives. The Consultant will conduct individual interviews as necessary with, for example, local education administrators and/or athletic directors, chamber of commerce representatives, business leaders, private and public recreation providers, health professionals, competitive swim groups, youth and seniors groups, etc., in order to ascertain existing levels of service and the perceived needs of various user groups in the community.
- B. In addition to individual meetings, the Consultant will participate in a public or by invitation meeting to discuss the various issues concerning the proposed facility. This discussion will include slide and/or video presentations and commentary on features of other aquatic centers similar to that being considered for this project, background information on historic and contemporary issues in the industry, and an open-forum question-and-answer session to discuss concerns and needs of those individuals and groups attending the meeting. A matrix of programming priorities will be presented and discussed to prioritize programming and facility features. The Consultant will use the results of the interviews and public workshop in determining needs.
- C. Prepare and submit a narrative for the proposed aquatic facility describing pool size(s) and configurations for the Owner's steering committee and the design team to review, critique, and respond. The narrative will also discuss:
 - a. Provide preliminary concepts of pools
 - b. Pool(s) designs, size, configuration, markings, water features, etc.
 - c. User requirements and programs to be supported
 - d. Adjacencies and circulation
 - e. Spectator considerations
 - f. Hydrostatic relief system

- g. Traffic patterns
 - h. Deck equipment
 - i. Diving boards and support stands
 - j. Timing and scoreboard equipment, if applicable
 - k. Underwater features
 - l. Waterslide
 - m. Participatory play features
 - n. Splash pad areas
 - o. Pool mechanical features, filter system options, water treatment and automatic water treatment control
 - p. Rescue and maintenance equipment
 - q. Support spaces, first aid room, concessions and maintenance
 - r. Dressing room features and user spaces
- D. Based upon the above critique and comments, prepare a final narrative for the aquatic center incorporating any changes requested by Owner and submit the final Design Program Analysis to Architect.
- E. Assist Architect with design considerations for the support spaces:
- a. First aid room
 - b. Concessions
 - c. Maintenance
 - d. Storage
 - e. Dressing room features and user spaces

SCHEMATIC DESIGN PHASE

(1) 1-day site visit(s)

- A. Prepare schematic plans and sections for the swimming pool(s) showing critical dimensions and features.
- B. Prepare a design narrative for the swimming pool(s).
- C. Provide an opinion of probable construction cost for the swimming pool(s) and address questions regarding such estimate data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.
- D. Provide Structural Design of Pool Shell(s)
 - a. Provide criteria for Geotechnical Consultant
- E. Prepare and submit a site information questionnaire to the architect.

- F. Review the physical characteristics and requirements identified for the pool(s) with the architect. Review preliminary Schematic Design drawings prepared by the Architect and Consultants regarding the following items:
 - a. Support spaces
 - b. Adjacencies and circulation
 - c. Traffic patterns
 - d. Activity program use of space and capabilities
 - e. Spectator facilities
 - f. Phasing of the project
 - g. Mechanical systems
 - h. Hydrostatic relief system

- G. Provide general resource information to the Architect and Consultants in the following areas:
 - a. Finishes
 - b. Lighting
 - c. Outlets
 - d. Water supply and waste
 - e. Geotechnical issues influencing pool structures

- H. Meet with Architect and/or Owner's steering committee to discuss the aquatic facility.

DESIGN DEVELOPMENT PHASE

No site visits

- A. Prepare Design Development drawings for the pool(s) showing markings and features in plan and section.
- B. Prepare plan and elevation of pool filter room and chemical rooms showing pumps, filters, and water chemistry equipment to verify size of space. Indicate where electrical and plumbing coordination items are located.
- C. Prepare Outline Specifications for Division 13 - Swimming Pool.
- D. Provide Opinion of Probable Construction Cost for the swimming pool(s) and answer questions regarding estimate cost data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.
- E. Provide Structural Design of Pool Shell(s)
 - a. Prepare design development drawings for swimming pool(s) and tile movement joints, if any.
 - b. Prepare outline specification for swimming pool structural items
 - c. Assist in coordination of pool structural items with building structure and pool deck (if applicable)
- F. Provide Mechanical design for the pool water heaters and pool water cooling including the design of the boiler, controls, and all piping to and from the boiler to the pool recirculation system. Items related to the pool heating system that shall be designed by Henderson Engineers include the Boiler Ventilation, Plumbing, Electrical, and Natural Gas rough-in.

- G. Provide a coordination document describing the pool equipment specified with interface with the other design disciplines.
- H. Provide product cut sheets to architect for Owner's review and design team's use.
- I. Review State and Local Health Codes relating to swimming pool design and construction.
- J. Consult with design team for coordination of design and engineering issues.
- K. Review Outline Specifications prepared by the Architect for the Natatorium.

CONSTRUCTION DOCUMENTS PHASE

(1) 1-day coordination site visit(s)

- A. Prepare swimming pool drawings (SP sheets) and submit to Architect following the general format shown below. (Refer to attachments for description of
- B. Consultant's work and interface with engineering disciplines and Architect)
 - a. Pool Site Plan (building or site background from Architect)
 - i. Design data
 - ii. General notes
 - iii. Reference notes
 - b. Competition Pool Plans and Sections
 - i. Dimensions face-to-face of structure
 - ii. Transverse sections
 - iii. Longitudinal sections
 - iv. Depth dimensions
 - v. Wall markings
 - vi. Wall anchors
 - vii. Underwater lights
 - viii. Steps and grab rails (stairs, if any)
 - ix. Inlet locations
 - x. Main drain locations
 - xi. Pool markings
 - xii. Location of depth markings and warning signs
 - xiii. Depth marker schedule
 - c. Competition Pool Deck Equipment Plan
 - i. Equipment plan
 - ii. Equipment schedule
 - iii. Anchors
 - iv. Starting blocks
 - v. Grab rails

- vi. Lane ropes
 - vii. Diving equipment
 - viii. Other miscellaneous equipment
 - ix. Water polo layout
 - x. Boundary markers and cup anchors
 - xi. Tile markers for goal line, midfield, etc.
- d. Diving Board and Details
- i. Diving stands' plans
 - ii. Diving stands' elevations
 - iii. Diving stands' overhead clearances
 - iv. Diving agitator details
 - v. Official requirements for diving boards
 - vi. Architect to design vertical and horizontal structures
- e. Competition Pool Details
- i. Perimeter overflow system
 - ii. Wall details
 - iii. Grab rails and recessed steps (plan and section)
 - iv. Entry/exit stairs
 - v. Depth markers
 - vi. Targets and lane markers
 - vii. Stair and bench nosing detail
 - viii. Tile joint detail
 - ix. Deck equipment
 - x. Starting blocks
 - xi. Timing deck box
 - xii. Handicap lift and anchor
 - xiii. Underwater light
 - xiv. Wedge anchor
 - xv. Stanchion anchor
- f. Recreation Pool Plan and Sections
- i. Pool plan
 - ii. Floor contour lines
 - iii. Depth dimensions
 - iv. Pool markings
 - v. Location of depth markings and warning signs
 - vi. Construction plan of pool
 - vii. Equipment schedule
 - viii. Transverse section
 - ix. Longitudinal sections
- g. Recreation Pool Details

- i. Steps and grab rails (stairs, if any)
 - ii. Stair and bench nosing detail
 - iii. Ramps and benches
 - iv. Fountains
 - v. Waterslide elevations
 - vi. Walls in pool
 - vii. Wall markings
 - viii. Wall anchors
 - ix. Underwater lights
 - x. Underwater benches
 - xi. Stairs, usually multiple at varying depths
 - xii. Dimensions of face-to-face of structure
 - xiii. Equipment plan
 - xiv. Anchors
 - xv. Grab rails
 - xvi. Lane ropes (lines for slide)
 - xvii. Other miscellaneous equipment and floatables
- h. Piping Plan
 - i. Plan of all pools
 - ii. Surge tank location and size
 - iii. Filter room and chemical room locations
 - iv. Location of under-floor piping and sizes
 - v. Building background from Architect
- i. Pool Mechanical Room/Surge Tank Plans and Sections
 - i. Pool mechanical room piping plan
 - ii. Pool mechanical piping diagram
 - iii. Surge tank sections
 - iv. Surge tank reach rod sleeve details
 - v. Access hatch
 - vi. Filtration equipment
 - vii. Recirculation equipment
- j. Piping and Pool Mechanical Room Details
 - i. Main outlets and hydrostatic relief valve
 - ii. Backwash and pool draining piping
 - iii. Wall sleeve locations
 - iv. Water level controller
 - v. Fill funnels
 - vi. Water supply inlet
 - vii. Static water line inlet
 - viii. Sight sump
 - ix. Chemical controller and feed systems

- x. Schematic of water treatment system
 - xi. pH adjustment schematic
 - xii. Chemical room pump shelf detail
- C. Structural design of Pool Shells
- a. Prepare construction documents and specifications for the pool floor slab, walls, gutters surge tank, and tile movement joints, if any
 - b. Assist in establishing testing and observation requirements
 - c. Coordinate pool structural documents with other disciplines
 - d. Comment on the effect of pool structure and systems on building structure, if any
- D. Provide Mechanical design for the pool water heaters and pool water cooling including the design of the boiler, controls, and all piping to and from the boiler to the pool recirculation system; Items related to the pool heating system that shall be designed by Henderson Engineers include the Boiler Ventilation, Plumbing, Electrical, and Natural Gas rough-in.
- E. Prepare specifications for Division 13, Section 13150 Swimming Pool.
- F. Specifications shall include sections for:
- a. Pool plaster or pool ceramic tile, if required
 - b. Cast in place concrete pool shell
 - c. Shotcrete pool shell
 - d. A complete timing/scoreboard system, if required
 - e. Recreation pool play equipment
- G. Specifications that will be the responsibility of the Architect and its respective consulting engineers include:
- a. Architectural: building systems, paint, surface coatings, filter room railings, stair, and ladders.
 - b. Mechanical: deck drain system, make up water, hose bibbs, and filter backwash to sanitary.
 - c. Electrical: pump motor starters and overload protection, underwater light power supply and junction boxes, pool equipment power supply, pool bonding and grounding per NEC680 and timing system conduits, pool mechanical room lights and circuitry
 - d. Plumbing/Civil: subsurface drainage system under pool(s)
 - e. Structural: support structures, backwash basin and pump pits
 - f. Environmental/OSHA review: chemical SARA Title II, MSDS,
 - g. OSHA signage and storm water permits
- H. Coordinate SP construction drawings and specifications with Architects and design team engineers.
- I. Provide progress sets of SP sheets and specifications if requested by Architect at the following design intervals:

- a. 50%
 - b. 75%
 - c. 90% to 99%
 - d. 100% (bid)
- J. Meet one (1) time for face-to-face coordination with design team and any meetings desired by the Owner on the same day.
- K. Review 90% to 100% completion set of construction documents (if requested) prepared by Architects and consulting engineers for swimming pool issues.
- L. Provide opinion of probable construction cost for the swimming pool(s) and answer questions regarding estimate data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.
- M. Support this phase of the design with e-mail, open telephone and fax lines.

NEGOTIATION OR BID PHASE

No site visits

- A. Address bidders' inquiries and furnish addenda items to Architect to clarify drawings and specifications, if required.

CONSTRUCTION ADMINISTRATION PHASE

(5) 1-day site visits

- A. Review submittals, i.e., shop drawings, product information and requested substitutions by manufacturers and/or contractors with regard to the pool(s) and its related systems.
- B. Observe construction of the aquatic related items during specific milestones throughout construction and submit a report following each site visit.
- C. Provide final observation of the aquatic facility to confirm that the pool and its related equipment have been installed as designed and specified. Submit a final punch list.
- D. Maintain open phone line, fax line and e-mail for the discussion of questions and issues as they arise in the development of the project.

COMPENSATION – Section 3

Section 3 – Swim Facility Design Services – Estimated probable budget based upon standard municipal pool facilities - \$2,200,000

The basic services fees below include the fees for Architekton (Architecture Coordination), and Counsilman Hunsaker (aquatic facilities design).

Architectural and Engineering Fees:

Programming Phase	\$9,000
Schematic Design Phase	\$19,290
Design Development Phase	\$36,010
Construction Document Phase	\$45,010
<u>Construction Administration Phase</u>	<u>\$19,290</u>
Totals Basic Services Fee	\$128,600

Reimbursable Expense Allowance \$5,500
(Printing, Mileage, Deliveries)

Section 4

The fourth section (White Paper Study) will be lead by Braisford Dunlavey and provide the City of Maricopa an Operational Analysis for the Multi-Generation Recreation Center and Swim Facility. Various operation structures will be assessed as part of this study. This will be the first activities undertaken by the project team.

Brailsford and Dunlavey Work Plan – Operations Analysis

A. Project Initiation

- a. **Review document and data materials** to obtain an understanding of any work that has been completed to date. This also will involve a review of any existing planning documents (Vekol Site Needs Assessment, et al) Detailed information requests will be submitted to obtain information necessary to complete the utilization analysis.
- b. **Tour existing facilities and site** to understand the existing conditions and relationships between existing city facilities and this project. B&D will tour the buildings at various hours of the day in order to understand the full range of programs and activities in each facility.
- c. **Conduct Administrator Interviews** to understand existing challenges and opportunities that this project will present to the city. Qualitative and quantitative information will be gathered from city departments across to inform the space operations analysis.
- d. **Analyze and Compare Labor & Benefit Structures** of existing staff and programs to compare against national benchmarks and identify potential deficiencies.
- e. **Review Existing Operating Paradigms** to understand how the City currently manages its recreational programs and facilities. This analysis will highlight potential shortfalls and challenges of integrating existing programs within the new project.
- f. **Review Potential Revenue Sources** and users of the proposed facility (based on the program elements) to understand the potential future demand and subsequent revenues based on utilization.
- g. **Review Anticipated Expenses** for the proposed facility (based on program elements) to inform and understand the operational expenses that will form the comparative element of the study.

B. Comparative Analysis

- a. **Develop Space Inventory Database** of all proposed spaces for the facility based on data provided by Architekton and City of Maricopa. The database will include

capabilities or special features of each program element, current capacities and layouts, and useable square footage.

- b. **Develop Schedules** for selected operations and program elements throughout the operational year to understand the scheduling of space and utilization rates of proposed facilities.
- c. **Develop a Decision Matrix** for self-operation or outsourcing of the Project. The matrix will provide the City with key decision points related to project program, schedule, and operations for both self-operation and outsourced management.
- d. **Analyze Capacity** within proposed spaces based on use and user related data.
- e. **Identify Outsourced Providers**, (consistent with city policy) quantify and qualify their delivery approach and capacity.
- f. **Identify Gaps** between potential outsourced providers and self-operated schemes in terms of programmatic and financial objectives. Qualitative and quantitative impacts will be assessed and documented. A matrix of the gap analysis will be provided as an evaluation tool for City. Functional areas associated with the management and operation of recreational facilities will be analyzed to determine current self-operating capabilities and current gaps. Preliminary organizational structures will be assessed for both self-operation and outsourced management.
- g. **Develop a Financial Tool** to compare and contrast the operational impacts of self-operation and outsourced management. The tool will provide a preliminary assessment of short term and long term costs associated with the project based on the expense and revenue projections research earlier.

C. Decision Support & Documentation

- a. **Project Management** to ensure coordination with City, Architekton at every phase of the project through travel, conference calls, and other PM requirements
- b. **Quality Control** to ensure that the final report is well-polished and free from inconsistencies; Every aspect of the document will be carefully reviewed by B&D's Senior Quality Control Officer.
- c. **Draft Report** to give the working group a preview of the Phase 1 findings.
- d. **Deliver Operations Analysis & Financial Tool** with a presentation to provide a narrative and verbal understanding of the project elements, assumptions and outcomes.

COMPENSATION - Section 4

Section 4 – Operational Analysis for the Multi-Generation center and Swim Facility

The basic services fees below include the fees for Architekton (Architecture Coordination), and Brailsford & Dunlavey (White Paper as requested).

Architectural and Engineering Fees:

Project Initiation	\$7,040
Comparative Gap Analysis of Self Operation v. Outsourced Provider	\$20,130
<u>Decision Support & Documentation</u>	<u>\$9,305</u>
Totals Basic Services Fee	\$36,475

Reimbursable Expense Allowance \$4,000
(Printing, Mileage, Travel, Deliveries)

Compensation Summary Page

Project Budget

Multi-Generation Center (includes \$750,000 pool budget)	\$10,980,000
Swim Facility (Funds not available)	2,200,000
Telecommunications , Technology, Interiors	2,900,000
Total Project Budget	16,080,000

Design Team Fees

Multi-Generation Center (includes \$750,000 pool budget)	\$971,895	8.85%
Swim Facility (Funds not available)	128,600	5.85%
Telecommunications, Technology, Interiors	166,130	5.72%
Total Basic Design Fees	\$1,266,625	7.88%

Extra Required Services

Reimbursable Expense Allowance	58,275	
Operational Analysis White Paper	36,475	
Security System Design	14,240	
Special Structural Inspection (80 limit)	50,000	
Graphics and Wayfinding	15,000	
Survey	10,600	
Total Required Extra Services	\$184,590	
Total Contract Sum Request	\$1,451,215	9.02%

Schedule

We are prepared to begin this project as soon as the City Council issues a notice to proceed. Of course we always start our projects off with Visioning sessions and program verification. We have prepared a draft Master Work Plan for the design and white paper phases of the project and have attached it to this proposal. The work Plan has the schedule of tasks with dates for each task identified.

The proposed schedule assumes the white paper will run concurrently with the programming and schematic design phases. This is essential to meet the deadline requested by the City. The schedule therefore results in conceptual designs being completed before the decision by council is made on the operator of the facility. It is conceivable that the designs may need to be revised to accommodate a third party operator's requirements.

Our goal is to accomplish this project with all possible efficiency and speed to ensure the City of Maricopa will have this facility open for business at the beginning of 2013. If you have any questions about this proposal please feel free to contact me at my office.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Salvatore', with a stylized flourish extending to the right.

Joseph M. Salvatore, AIA, LEED AP
Principal, Architekton

Appendix 1 *(next 9 pages)*

Gannett Fleming Civil Engineering Services Proposal

Scope of Services for
Civil/Site Design Services for Multi-Generational Center and Swim Facility

INTRODUCTION

It is the intent of this work effort for Gannett Fleming, (GF) acting as a subconsultant to Architekton (CLIENT), to provide Utility Coordination, Schematic Design, Design Development, Final Design, Construction Document Preparation, and Construction Administration for the on-site Civil Engineering components of the City of Maricopa Multi-Generational Center and Swim Facility Project. The OWNER is the City of Maricopa.

Proposed design work has been based upon conceptual site plans provided to Gannett Fleming by the CLIENT. Design will be based on a single site plan provided to GF. GF will incorporate the site plan into a base map which will be GF's responsibility to prepare and update. Base maps will be drawn at 1"=20' scale. GF will design to the OWNER's municipal standards. The work will be prepared by GF and reviewed by the CLIENT and the OWNER. Project status meetings will be at CLIENT offices.

The project will be constructed utilizing the Construction Manager at Risk (CMAR) delivery method and will require coordination between the Design Team and the CMAR contractor, as noted in the SCOPE.

All tasks described below are Lump Sum.

ASSUMPTIONS

1. Based on information provided in the City of Maricopa Vekol Site Needs Assessment:
 - a. Potable water mains from Maricopa and Global Water are available. Based on the above, GF will prepare designs to connect to the Global water system that runs through the site.
 - b. The water main and sanitary sewer traversing the site are correctly sized and GF's water and sewer design will consist of connection plans and details with no need to upsize the lines.
2. GF will provide plan view water line connections and water service alignments to two buildings.
3. Others will designate where connections are needed for landscaping.
4. The water services will be shown on the one water main sheet and there will be one additional water detail sheet.
5. GF will provide plan and profiles of sanitary sewer connections and sewer service alignments to two buildings. All services will be fed by gravity to the sewer main, and pump facilities will not be required. The sewer service profiles, if necessary, will be shown on a sewer detail sheet.
6. Meters will be designed/sized by others. Locations of Fire Department Connections (FCD) will be decided by others.

7. Fire line will be sized by others.
8. Point of Demarkation for civil site and utility design is five feet (5') outside any building.
9. All off-site work will be designed by others.
10. Any Traffic Study needs will be accomplished by others.
11. Geotechnical Investigations will be accomplished by the CITY after coordination with GF.
12. Existing conditions depicted in documents provided by the OWNER and on an ADOT topographic survey are considered accurate when verified (see GF Scope of Work regarding verification). Substantial variances discovered upon verification may require additional services.
13. The Vekol Site parcel owned by the OWNER will not be split during the design.
14. Pavements design is to be accomplished only for that area inside the red project boundaries as noted by the CLIENT. No paving profiles are necessary for on-site roadways.
15. Cost Estimates will be provided by ABACUS, the Program Management Consultant with coordination from GF.
16. All reproduction of plans for purposes of submittal to OWNER will be accomplished by CLIENT.
17. All multi-disciplined team meetings will be recorded and distributed by others.
18. GF will provide updated base maps upon a change in site plan. Site plan changes made after the 90% submittal will be considered additional services.
19. OWNER or CLIENT review of sealed plans submitted after 100% review will be for backcheck of previous comments only. Any new comments will be addressed as additional services.
20. Quality control plans for submission to the City will be provided by the CLIENT.
21. Since the project site is situated entirely interior to the VEKOL site with no abutting public Rights of Way, no Rights of Way analysis will be required.

Information to be Provided by Others

1. Existing Utility As-Builts
2. Rights of Way documentation
3. Existing and relevant geotechnical reports, and master plans
4. 1-foot contour aerial mapping of the site which was prepared by Arizona Department of Transportation (ADOT) is available for use by the design team. Our proposal is based on utilizing this aerial mapping in the creation of a base map.
5. Geotechnical Investigation
6. Irrigation connections, backflow devices, and meter locations and designs will be provided by others.
7. Any necessary Traffic Analyses.
8. Water and Wastewater Assessment Reports.
9. Off-site hydrology data.
10. Any required Potholing to locate utilities.
11. Technical Specification Outline and Technical Specification Boilerplates will be provided by CLIENT for redlining by GF.
12. Any environmental permitting will be done by others.

Extra Services

GF will provide the following Services if required and approved by the CLIENT:

1. GF participation in meetings with the City or other stakeholders beyond those specified in Item 4A below will be considered extra services.
2. Design work in the Right-of-Way or off-site.
3. It is assumed that given the location of the project site within the Vekol parcel, identification of off-site improvements will be done by others. Any involvement by GF will be considered extra services.
4. Preparation of easement Legal Descriptions will be limited to three separate easements. Any additional work will be addressed as extra services.
5. Off-Site hydrologic modeling.
6. It is assumed that the project site can be graded to allow for conveyance of historical off-site flows to be designed and constructed on the Vekol Site area beyond the borders of the project site. This work will be performed by others, and any associated designs necessary to convey the historical flow patterns of off-site flows within the project boundaries will be done through extra services.
7. Additional legal descriptions and platting necessary for a lot split of the Vekol Parcel or other legal descriptions needed beyond the project border provided in the Scope of Work below.
8. Computer graphic renderings to provide a “fly-around” presentation to the OWNER.

9. Any coordination necessary with FEMA and/or other Flood Control Agencies.
10. Storm Water Pollution Prevention Plans shall be prepared by the CMAR Contractor unless requested by GF through extra services.
11. With the exception of the preconstruction meeting, no GF site visits or field management meetings are anticipated during construction. Any necessary site visits will be addressed through extra services.
12. Final Inspection services, if required by GF, will be addressed through additional services
13. Payment application evaluations, if required by GF, will be considered extra services
14. Preparation of As-Built Plans, if required by GF, will be done by others or by GF through extra services

Consultant Scope of Services

All work shall be done in accordance with the governing City of Maricopa, Pinal County, and MAG policies, regulations, standards, design manuals, and requirements relevant to the project.

1. COORDINATION

A. UTILITY COORDINATION

Existing known utilities within the project limits will be investigated for horizontal and vertical conflicts with the proposed improvements. The extent of the investigation will be based on the accuracy of the information available.

The private utility companies will be responsible for providing designs to relocate their conflicting facilities. GF will provide coordination throughout the design. The private utility companies will be responsible for providing on-site utility services to support the project. GF will coordinate and document proposed alignments.

GF will locate and identify needed record drawings for utilities in close proximity to the proposed improvements. GF will then request these drawings from the City for use on the project.

GF will coordinate with utility companies and agencies in accordance with the Public Improvement Project Guide (PIPG). GF will make contacts with applicable utility companies and furnish the necessary plans, arrange coordination meetings, and obtain necessary approvals from those utility companies. GF will attend utility coordination meetings as necessary, assumed not to exceed three (3).

Potholing for the purpose of locating underground utilities will be provided by others. GF shall provide a utility investigation survey which identifies utilities based on existing visible features.

B. LEGAL DESCRIPTIONS FOR EASEMENTS

GF shall identify any other available record drawings necessary and request those drawings from the City for use during the design.

GF shall identify easements for electric, communications, water, storm drainage, irrigation, natural gas, and sanitary systems and provide the necessary information to the CITY to complete acquisition during the design phase of the project.

C. COORDINATION WITH THE CITY and DESIGN TEAM

GF will participate in the following meetings with the CITY:

- **Scoping Meeting** - Prior to beginning work on the project, GF Civil Project Manager will attend a Scoping meeting with the CLIENT and the City staff to discuss the project, and obtain copies of the documentation that the City of Maricopa is to provide.
- **Document Set Review Meetings** – After 60%, 90%, and 100% document submittals, GF Civil Project Manager and GF Structural Project Manager will attend a full document review in the presence of all consultants, CMAR Contractor, and other stakeholders.
- **Design Team Meetings** –GF will attend relevant weekly meetings either held in the CLIENT’s office or via teleconference when practical.
- **CMAR Contractor Construction Budget, GMP, and Constructability Review** – As part of the design team, GF task leaders will meet with the CMAR Contractor to coordinate on the preparation of cost estimates for budget updates and the establishment of the Guaranteed Maximum Price (GMP) and to provide 90% plans for a constructability review meeting.

2. FIELD SURVEY

GF, through a subconsultant agreement with Wood Patel shall provide supplemental field survey as noted below:

- a. **Horizontal and Vertical Control/ADOT Datum Verification**
Wood/Patel will establish horizontal control for the site based on North American Datum of 1983 (NAD 83) and vertical control based on North American Vertical Datum of 1988 (NAVD 88). We will tie into and verify the ADOT datum used to prepare the existing aerial mapping of the site.
- b. **Existing Aerial Mapping Verification**

Based on the above control, Wood/Patel will obtain a series of check shots throughout the site to verify that the aerial mapping provided by ADOT meets National Mapping Accuracy Standards. The results will be reported to GF.

c. Supplemental Topography

Wood/Patel will obtain supplemental topography as requested by GF. We will plot underground utilities within the site in accordance with utility company maps and field verify invert elevations of the existing sewer manholes.

d. Legal Description

Once site planning has been completed, Wood/Patel will prepare a legal description of the site for use in defining the boundary of the parcel.

3. GEOTECHNICAL INVESTIGATION

GF shall consult with CITY to coordinate the performance of all soil and pavement borings necessary to complete the design. Geotechnical services shall be performed by others through separate CITY contracts.

4. SITE CIVIL PLANS

Base sheets will be prepared for approximately 8 acres of what is shown in the red boundary of the Vekol Site Improvements, which makes up the site for the Multi-Generational Center and Swim Facility (See Attached Site Plan Options). Plan sheets at a horizontal scale of 1"=20' shall be prepared to depict the acquired survey field data described above, utility information, and other existing improvement features. City-provided CADD base sheets, cover sheet, note sheet, and title blocks shall be used.

Civil plans will be prepared at a scale of 1"=20' unless otherwise noted. Attached is an index of sheets currently anticipated for the Civil Plan Set.

5. DRAINAGE ANALYSES, DESIGN AND REPORT

The analysis and design for the project site will be performed based on the latest edition of the Pinal County Drainage Design Manual. Existing drainage reports or related hydrologic/hydraulic analyses will also be utilized to assist in preparing the drainage designs.

Drainage Report: The drainage report shall document the drainage analyses for the site. Any associated designs necessary to convey the historical flow patterns of off-site flows, as described in the current HDR Master Drainage Report, shall be designed by others on the Vekol site beyond the project boundaries.

Drainage Plans: Drainage design for the site will be depicted on plan sheets as well as general notes and details sheets.

6. FIRST SUBMITTAL – SCHEMATIC DESIGN (30%)

At the 30% submittal, GF will provide a site plan with horizontal control; site roadway geometrics and preliminary vertical alignment; schematic utility locations; preliminary demolition plans; notes sheets with boilerplate notes included; preliminary grading and drainage plans to correspond with the findings of the preliminary drainage. A marked up copy of the Technical Specification outlines will also be provided at this time.

7. THIRD SUBMITTAL – Design Development (60% and 90% Submittal)

60% and 90% Design Development submittal shall include the following items by GF:

- Site Civil Plan Sheets to include:
 - Plan Sheet Index, Keymap, Legends, and Abbreviations
 - General Notes Sheets
 - Horizontal Control
 - Demolition Plans
 - Grading and Drainage Plans and Details.
 - Paving Plans
 - Signing and Striping Plans
 - Utilities Plans
- Technical Specifications Redlines.
- Comment responses and redlines from previous reviews

8. FOURTH SUBMITTAL – CONSTRUCTION DOCUMENTS (90% Review)

GF shall provide the following items at this submittal:

- All items listed in Task 13 above, progressed to a further design level, with previous review comments fully addressed.
- Final Technical Specifications mark-ups
- Final Drainage Report
- All plans and base files on diskette Auto CAD files release 2004

9. FINAL CONSTRUCTION DOCUMENT SUBMITTAL (100%)

GF shall provide the following items at this submittal:

- Comment responses and redlines from previous review
- Stamped plans, calculations, and specifications for building permit
- Comment responses and redlines from Development Services Plan Review
- Stamped Mylar documents for reproduction

Listed below is the estimated final sheet count for GF-produced plans for the project:

SHEET TYPE	# OF SHEETS
Key Map, Sheet Index, Legend and Abbreviations	1
General Notes	1
Horizontal Control	2
Demolition	1
Grading and Drainage Sections, Plans, and Details	5
Paving Plans, Sections, and Details	4
Signing and Striping Plan and Details	2
Sanitary Sewer System Plan, Profile, and Details	2
Potable Water and Fireline Supply Plan and Details	2
TOTAL CIVIL SHEETS	20

13. POST DESIGN SERVICES

GF will provide the following Post Design Services for site civil and structural support as noted below:

- Attend and participate in the preconstruction conference No more than two GF staff is anticipated to attend.
- Respond to relevant RFI's and issue interpretations and clarifications of the contract documents within 3 working days of receipt of request from the CLIENT. It is anticipated that no more than 6 Civil RFIs/Clarifications will be addressed.
- Receive, log, and review Shop Drawings, calculations, samples, and test results for compliance with construction documents as requested in coordination with the CMAR

Contractor and the CLIENT. Work to be accomplished within 10 working days of receipt from the CLIENT. Submittals will be limited to one review and one second review.

Appendix 2 *(next 9 pages)*

J2 Landscape Architecture Services Proposal



engineering and
environmental design

Wednesday, January 11, 2012

Mr. Joe Salvatore
Principal
Architekton
464 S Farmer Ave, Suite 101
Tempe, AZ 85281

Re: Multi-Generation/ Swim Facility City of Maricopa, Arizona – J2 Scope

J2 Engineering & Environmental Design is pleased to have been asked to provide landscape and irrigation design services for this exciting Multi-Generation/ Swim Facility for the City of Maricopa, Arizona. We would like to sincerely thank you for the opportunity to serve Architekton, the City of Maricopa and the community that will ultimately utilize this facility. The attached scope of services and fees has been constructed to reflect our conversations with you and a review of the documents that have been provided.

The J2 fee proposal for this work includes the following primary category: Landscape Architecture and Irrigation Design Services for the Multi-Generation/Swim Facility and a separate fee for the potential addition of offsite improvements such as the driveway cut onto John Wayne Parkway and ROW improvements along Bowlin Avenue. The Fee Summary on the following pages shows the breakdown by task. Also included is a detailed Scope of Work for this effort.

Thank you for the confidence that you have shown in your selection of J2 Engineering and Environmental Design, LLC (J2). We are looking forward to working with you on this exciting project.

Please feel free to contact me with any questions that you may have regarding this proposal. We thank you again for your selection – our entire team looks forward to working with you.

Sincerely,



Jeff Engelmann, RLA, ASLA
Vice President
J2 Engineering & Environmental Design

Scope of Services

City of Maricopa, Arizona Multi-Generation/Swim Facility

(January 11, 2012)

Project Overview

- Estimated construction budget \$600,000 for Landscape and Irrigation construction cost based upon approximately 8 Acres surrounding landscape area in parking and around the building.
- Construction Documents for areas on-site only no offsite or surrounding areas are included (see Allowances for Bolin Rd. Frontage and John Wayne Parkway Frontage/Access Rd.)
- This will be a CM@R project.
- Fee is based upon the site plan option "B1" dated December 2011.
- The total site is approximately 8 acres. The design of the facility will utilize "green" or LEED certified concepts wherever possible and will emphasize sustainable design. Gaining the official LEED Certification for site work from the USGBC or other LEED regulatory agencies has **not** been included with this scope of services.
- Programmed improvements and the associated facilities for this Multi-Generation/ Swim Facility will be determined by Architekton staff through coordination efforts with the City of Maricopa staff. However, the following facilities may be included in the design, and have been assumed for the purpose of scoping:
 - Parking lot Landscape and Irrigation
 - 1 – Recreation Center Building Foundation Landscape
 - Turf Irrigation, Drip non-turf areas, Irrigation controller
 - Landscape design
- One (1) Plan Submittal set (one set full-size, one set at 11" x 17") are included in the base fee for each submittal stage (30%, 60%, 95%, and final set). At the final set stage, Architekton will be provided one full-size set of either mylar or vellum signed-and-sealed originals. Additional sets will be billed on a time and materials basis and are out of the scope of this contract.

Anticipated Meetings

- Public Meeting (1) as an allowance - We have included one (1) public meetings with this scope of services as an allowance item.
- Project Meetings shall occur during Pre-Design Services with the City's Development Standards Review staff, and our Base Design Services, as indicated in the attached Fee Schedule.

The following tasks are not included in this scope of services:

- Hardscape Design
- Irrigation Booster Pump System
- Plant Salvaging Inventory or Planting Plans
- Permitting and fees
- Public announcements and/or mailings
- Electrical Engineering
- Models and or Graphics for Presentations
- 3D Perspectives
- Survey
- Legal Descriptions and or Easements
- Utility Extensions
- Structural Engineering
- Native Plant Salvage
- Water Feature Design

- Multiple Sets of the contract documents
- Reproduction of Bid Sets for CM@R
- Construction Administration or Construction Management Services (Note limited construction observation has been included as defined within this scope of services)

Task 100 Programming

Purpose: J2 staff shall meet with Architekton and City staff design/constructability team to ascertain the requirements of the Project to arrive at a mutual understanding of such requirements.

Method:

1. Define City of Maricopa requirements, restrictions, desires and establish preliminary budget for the landscape and irrigation systems that the City of Maricopa wants to see incorporated into and as part of this Multi-Generation/ Swim Facility

Products:

- No formal products with this task item

Meetings:

- Programming Meeting with City Team and Design Team

Task 200 Schematic Design (30% Document Review)

Purpose: To collect site data required for the construction documentation effort, to gather Architekton Team and staff input to gain an understanding of the site programming issues that may impact the landscape and irrigation design efforts. To initiate the development of landscape and irrigation design concepts, and refine concepts previously developed as part of the master planning effort developed by the City of Maricopa. The schematic design phase is to refine the physical form of the project from the final program and establish preferred construction methods, materials and project vs. budget. In the Schematic Design Stage, the J2 design team will gain approval to proceed to the Interim Design Package (60%).

Method:

1. Review base information and background data from Architekton.
2. Team site visit to review existing conditions.
3. Define utility needs and potential coordination issues relative to irrigation equipment
4. Confirm project program
5. Confirm project budget
6. Develop Schematic Landscape Master Plan for project area
7. Develop Irrigation Tap Locations, Controller Coordination
8. Prepare quantities and estimate for construction of landscape and irrigation components for comparison to budget

Products:

- Landscape Site Plan (1 Sheet)
- Sheet Index, Keymap, Legend, and Abbreviations (1 Sheet)
- General Notes Landscape (1 Sheet)
- Landscape Summary Sheet (1 Sheet)
- Landscape Detail (1 Sheet)
- Landscape Planting Sheets (4 Sheets)
- Landscape Surface Materials Sheet (2 Sheets)
- General Notes Irrigation (1 Sheet)
- Irrigation Summary Sheet (1 Sheet)
- Irrigation Details (3 Sheets)
- Irrigation Plan Sheets (4 Sheets)
- Outline Specifications for landscape and irrigation

- Cost Estimate of landscape and irrigation design items
- Plant Materials Graphic Board for City Council Presentation
- Inert Materials Graphic Board for City Council Presentation
- Irrigation Equipment Lists for City Review

Meetings:

- Site visit with Architekton team and City Staff
- Team Meeting - Progress (2 Meetings)
- Special Drainage Meetings Water Harvesting, Bio Swales (2 Meetings)
- City Board Meeting/Presentation (1 Meeting)
- Meeting - Comment Resolutions (1 Meeting)

Task 300 Design Development (60%)

Purpose: The Design Development phase is to refine the schematic design phase elements. In the Design Development Stage, the design team will gain approval to proceed to the Pre-Final Construction Documents (90%). J2 will work with the CM@R relative to bid packages and construction options on the landscape and irrigation facilities.

Method:

1. Develop and refine design concepts for site elements
2. Refine Plant Palette Selections and Massing
3. Refine utility needs relative to irrigation equipment design
4. Develop Revised Landscape Plans for project area.
5. Refine Irrigation mainline and lateral piping design initiate head and emitter design
6. Irrigation Schematic Design
7. Prepare "Order of Magnitude" cost estimate
8. Prepare Design Development Specifications

Products:

- Landscape Site Plan (1 Sheet)
- Sheet Index, Keymap, Legend, and Abbreviations (1 Sheet)
- General Notes Landscape (1 Sheet)
- Landscape Summary Sheet (1 Sheet)
- Landscape Detail (1 Sheet)
- Landscape Planting Sheets (4 Sheets)
- Landscape Surface Materials Sheet (2 Sheets)
- General Notes Irrigation (1 Sheet)
- Irrigation Summary Sheet (1 Sheet)
- Irrigation Details (3 Sheets)
- Irrigation Plan Sheets (4 Sheets)
- Specifications for landscape and irrigation
- Cost Estimate of landscape and irrigation design items

Meetings:

- Team Meeting - Progress (2 Meetings)
- Special Drainage Meetings Water Harvesting, Bio Swales (2 Meetings)
- Meeting - Comment Resolutions (1 Meeting)

Task 400 Pre-Final Construction Documents (90%)

Purpose: To provide pre-final construction documents for design review. J2 shall also assist during the establishment of the GMP through initiation and or conversations with the CM@R.

Method:

1. Revise interim design plans per client comments.
2. Complete plans and details for:

- Planting
 - Irrigation-Design/Details/Estimates/Specifications/Printing
3. Prepare 90% quantities and working with CM@R on estimate.
 4. Develop 90% specifications.
 5. Evaluate substitutions submitted by CM@R

Products:

- Landscape Site Plan (1 Sheet)
- Sheet Index, Keymap, Legend, and Abbreviations (1 Sheet)
- General Notes Landscape (1 Sheet)
- Landscape Summary Sheet (1 Sheet)
- Landscape Detail (1 Sheet)
- Landscape Planting Sheets (4 Sheets)
- Landscape Surface Materials Sheet (2 Sheets)
- General Notes Irrigation (1 Sheet)
- Irrigation Summary Sheet (1 Sheet)
- Irrigation Details (3 Sheets)
- Irrigation Plan Sheets (4 Sheets)
- 90% pre-final specifications
- 90% pre-final cost estimate
- Submittal to City of Maricopa Development Services

Meetings:

- Team Meeting - Progress (2 Meetings)
- Special Drainage Meeting Water Harvesting, Bio Swales (1 Meeting)
- Meeting - Comment Resolutions (1 Meeting)
- Meeting with Development Services for Permit Requirements

Task 500 Final Construction Documents (Bid Set)

Purpose: To provide Final Construction Documents, sealed by an Arizona registered professional, suitable for CM@R Construction. J2 shall also assist during the establishment of the final GMP established by the CM@R.

Method:

1. Finalize plans adjusting for any comments – achieve resolution on all review comments
2. Finalize bid set plans and details for
 - Planting
 - Irrigation-Design/Details/Estimates/Specifications/Printing
3. Finalize Quantities for CM@R and GMP Use
4. Finalize Specifications
5. Respond to questions from City and CM@R.

Products:

- Landscape Site Plan (1 Sheet)
- Sheet Index, Keymap, Legend, and Abbreviations (1 Sheet)
- General Notes Landscape (1 Sheet)
- Landscape Summary Sheet (1 Sheet)
- Landscape Detail (1 Sheet)
- Landscape Planting Sheets (4 Sheets)
- Landscape Surface Materials Sheet (2 Sheets)
- General Notes Irrigation (1 Sheet)
- Irrigation Summary Sheet (1 Sheet)
- Irrigation Details (3 Sheets)
- Irrigation Plan Sheets (4 Sheets)
- Final specifications

- Final cost estimate
- Plans, Specifications, Estimate, and Addenda provided in both hard copy and digital (PDF or CADD) format.

Meetings:

- GMP Meeting
- Team Meeting - Progress (1 Meeting)
- Meeting - Comment Resolutions (1 Meeting)

Task 600 Construction Observation Services

Purpose: To provide assistance to the client and the CM@R in review of bid proposals and to answer questions relative to the landscape and irrigation efforts involved with this project.

J2's appropriate staff will attend a pre-construction conference, review shop drawings; review, respond, and coordinate requests for information (RFI). We are anticipating at a minimum these submittals to include:

- Site visits and construction observation reviews (8 Meetings at Site)
- Irrigation System Pressure Tests (6 Hours per MAG)
- Irrigation System Layout and Installation Observations (4 Site Visits)
- Nursery Visit and Boulder Tagging (2 Days)
- Pre-Final and Final Walkthrough Punch Lists (1 Site Visit)
- Pre-Final and Final Walkthrough Review with Contractor (1 Meeting)
- Final Walkthrough Review with Contractor (1 Meeting at Site)
- As-Built Review (Note no as-built production is included J2 will review the contractor red lined plans for complete information and those plans will be scanned and submitted to Architekton electronically)

It is assumed that each submittal/shop drawing will have no more than two (2) reviews for each submittal package. This equates to an initial review of the submittal/shop drawing and a second review after any requested corrections or updates have been made.

Task 601 – Site Visits and Observations (Estimate based on 8 Month Construction – 32 Weeks)

J2 will have limited site visits and construction observation reviews limited to the items identified below. J2 will coordinate these visits so that a portion of these weekly visits coincide with the regularly scheduled weekly construction meetings. It is assumed the meetings will be held at the job site trailer and/or at a designated location to be determined at the pre-construction conference.

J2 will review progress of the construction of the site landscape and irrigation system associated with the City of Maricopa Multi-Generation/ Swim Facility during these trips and will discuss what was observed with the City and the Contractor following each visit via verbal communication, photographs and written (construction logs) communications. We have programmed eight (8) site visits to observe the landscape and irrigation installations.

Task 602 – Irrigation System Inspection

J2 will visit the site to observe irrigation construction activities and progress and at several key steps during the irrigation system installation process. These visits will be limited to the following:

Three (3) visits will be to observe and note the required mainline pressure test (Note that this test per MAG standards is a six hour test that involved three critical observations one at start up with a pressure observation, a spot pressure check in the middle and one at the end of the test).

Four (4) visits will be to review the proposed layout/placement of the irrigation components and perform start-ups to ensure coverage to planting and turf areas is adequate.

Task 603 – Nursery Visit and Boulder Tagging

J2 will accompany the contractor for up to two (2) full days (16 hours) to visit local nurseries (local is defined as within 75 miles of the project site). The Contractor will have previously secured and tagged the plant materials that are in conformance with the project plans and specifications for the project. This visit will allow the J2 design team and the City the opportunity to review the plant material that has been secured for the project prior to delivery of the plants to the project. It will also allow an opportunity to accept and or reject the proposed plants based on observations of the size, health and vigor of the plants at the nursery prior to delivery to the site and potentially select and tag any proposed replacements for the rejected plant materials.

J2 will accompany the contractor for up to two (2) full days (16 hours) to visit local mining pits (local is defined as within 75 miles of the project site). The Contractor will have previously secured and tagged the boulders that are in conformance with the project plans and specifications for the project. This visit will allow the J2 design team and the City the opportunity to review the boulders that have been secured for the project prior to delivery of the boulders to the project. It will also allow an opportunity to reject the proposed boulders based on observations of the size, color, scaring, and cracks or fissures at the pit prior to delivery to the site and potentially select and tag any proposed replacements for the rejected boulders.

J2 will provide an observation report to the City. During site visits performed in Task 601 plant material and boulders will be reviewed as they arrive on site to verify arrival in a satisfactory condition.

Task 604 – Pre-Final and Final Walkthrough

J2 will attend one (1) pre-final walkthrough the City and the contractor and develop a punch list of items relative to the site construction including all elements related to the landscape, and irrigation components of the project. J2 will compile into an overall list all punch list items from the City and all subconsultants. J2 will attend one (1) punch-list review meeting with the City and the contractor to determine a course of action for each of the items on the punch list. J2 will attend one (1) final walkthrough where the punch list previously developed will be reviewed and determined, what if anything, is left to complete before final acceptance of the projects.

Task 605 – As-Built Review

J2 will provide one (1) initial review as-built plans for landscape and irrigation efforts that are provided by the contractor. J2 will comment on the as-builts and provide back to the contractor for revisions. J2 will provide one (1) final review of as-builts to verify if all deficiencies noted in initial review have been adequately addressed.

General Understanding:

Limited Post Design Services shall be performed by J2 Engineering and Environmental Design, LLC.

Construction administration, observation and inspections will be provided by J2 under the limits described above with the intent of rendering a professional opinion regarding the quality of the completed construction strictly limited to the landscape, hardscape, irrigation and artistic aspects of the project. This task should not be construed to warrant the work of any contractor.

Material testing (gradations, compactions, concrete testing) of these items are not part of this observation contract.

Each discipline will review and approve applicable shop drawings.

Any administrative, observation and inspection services provided by the Consultant Project Team are solely for the purpose of rendering a professional opinion regarding apparent conformance to contract requirements. Consultant does not warrant the work of any contractor. In accordance with generally accepted construction practice, contractor shall be solely responsible for all job site conditions and safety of persons or property.

Any observations and inspections of the work completed are subject to the following: The observations and inspections shall be directly related to the quality of the work performed that such work is in accordance with the requirements of the construction documents. The issuance of a punch list shall not be a representation that J2 has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the owner to substantiate the Contractor's right to payment or, (4) ascertained, how or for what purpose, the Contractor has used money previously paid on account of the Contract Sum.

J2 shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. J2 shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. J2 shall not have control over, or charge of, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by J2.

The Construction Administration, Observations and Inspections portion of this Agreement is based upon the following assumptions, which are assumed to be reasonable:

Maximum contract time of 224 calendar days for construction (8 Months/32 Weeks).

If this general understanding is not correct, or if the City feels additional, field time is needed beyond this Scope of Work; such services can be provided on an additional time and materials basis.

The following tasks are NOT included in this scope of services for Post Design Construction Administration efforts by J2:

1. J2 is not providing any permitting.
2. J2 is not providing any material testing.
3. J2 is not providing any special inspections (structural, geotechnical, mechanical, plumbing etc.) or testing.
4. J2 is not providing any erosion control, SWPPP inspections.
5. J2 is not providing any additional Utility Potholing
6. J2 is not providing Environmental Clearances and/or Studies or Reports
7. No actual field measurements will be made by J2 to verify quantities of actual work installed
8. J2 will not be reviewing any contractor pay requests

Appendix 3 *(next 4 pages)*

Brickey Design Associates

Structural Engineering Proposal



December 16, 2011

Mr. Joe Salvatore, AIA, LEED AP
Architekton
464 South Farmer Avenue, Suite 101
Tempe, AZ 85281

**Re: Fee Proposal
Maricopa Recreation Center**

Dear Joe:

We are pleased to present to you this proposal for structural consulting engineering design services for this project. The parameters of the project are as follows:

- An approximately 55,000 square foot recreation facility for The City of Maricopa. The program is as described, pending revisions, in the Vekol Site Assessment of May 2011. The total budget for the project, at this time, is \$11.4M.

As a design based structural engineering firm, it is our desire to create structures that work in harmony with the architecture. To this end, we typically prefer involvement during the schematic design phase, where the important design decisions are made. For this project, we propose to provide the following services as a portion of the basic design contract:

1. Assist during the schematic design phase to determine the most appropriate structural solution(s) for the project. Coordinate these activities with the other design team members.
2. Design development phase will expand upon the concepts derived in schematic design and extend them to sizing information and detailing. This phase will result in documentation that should be capable to support project cost budgeting.
3. For the construction document phase, produce construction drawings necessary for permitting and construction.
4. Produce design calculations necessary for permitting.
5. Respond to local municipality plans check comments, as necessary within seven business days.
6. Review shop drawings and submittals.

Currently excluded from this scope are:

1. Reimbursable expenses, which will be billed in conjunction with our current schedule.
2. Site construction administration.
3. Special Structural Inspections as required by the local municipality.
4. Light pole bases and site retaining walls not a part of the facility building.

The items currently excluded from this proposal may be included under a separate contract or as an addendum to this proposal.

We propose the following fee as outlined below:

For the scope, as outlined above, we propose a fixed fee of \$56,000.00 (Fifty-six thousand dollars).

It is typically the policy that invoices are paid within 15 days of corresponding payment from the owner. A fee of 1.5% per month will be applied to late payments that go uncollected for more than 90 days, calculated from the invoice date.

If this proposal provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Mr. Joe Salvatore
Architekton
Fee Proposal – City of Maricopa
Recreation Facility

BDA engineers

Page 3
December 16, 2011

We have established our reputation for being a different kind of structural design firm - one that is creative, design based, cost-conscious and responsive. All consulting engineering are provided with the consensus standard of care for the profession.

Yours truly,

A handwritten signature in black ink, appearing to be 'J. Greg Brickey', with a small dot above the 'y'.

J. Greg Brickey, SE, AIA
Principal

GB/mh



Project: City of Maricopa Recreation Center

We propose the following fee as outlined below:

For the scope, as outlined above, we propose a fixed fee of \$56,000.00 (Fifty-six thousand dollars).

If you accept the terms as described above and wish to begin the work of the project, please sign below and email to greg@bdaengineers.com. Thank you.

Signature

Date accepted

Print name

Appendix 4 *(next 6 pages)*

Henderson Engineers Services Proposal

(Mechanical, Electrical, Plumbing, Fire Protection, Data, Telecommunications, Security Systems, Audio/Visual Systems Engineering)



kansas city phoenix houston new york metro
tampa las vegas manhattan ks dallas bentonville

January 11, 2012

Joe Salvatore
Architekton
464 S Farmer, Suite 101
Tempe, AZ 85281

Project: Swim Facility in Maricopa, AZ
HEI Project #1150001596

EXHIBIT A
**CONSULTANT'S SCOPE OF SERVICES, COMPENSATION,
AND SUPPLEMENTAL TERMS**

ARTICLE I. SCOPE OF SERVICES

1. M/E/P/FP SCOPE OF SERVICES

Henderson Engineers, Inc. (HEI) will provide mechanical, electrical, plumbing, and fire protection ("M/E/P/FP") drawings and specifications for the 55,000 sq. ft. Swim Facility (with a construction budget of \$9.9 million) to be located at in Maricopa, AZ.

A. This project may include the incorporation of a REVIT BIM model for the project, if so, the following applies:

1. The following MEPFP items above grade are to be incorporated and coordinated in the Revit model:
 - (a) HVAC ductwork
 - (b) HVAC equipment
 - (c) HVAC devices
 - (d) Electrical Equipment
 - (e) Fire alarm equipment
 - (f) Piping mains and conduit feeders greater than 2" excluding bathroom groups and connections to plumbing fixtures
 - (g) Roof drains and roof drain piping
 - (h) Cable tray
2. The following items will be shown in Autocadd or if shown in Revit will not be coordinated for clashes within the Revit model.
 - (a) Items listed above that are below grade.
 - (b) Electrical devices
 - (c) Telecom devices
 - (d) Security devices
 - (e) Lighting, interior and exterior
 - (f) Fire alarm devices
 - (g) Fire Sprinkler system
 - (h) Piping and conduit 2" and smaller

The production of drawings in Revit may not begin until the Revit model has been completed in whole including all ceilings (where applicable), walls, and fenestrations.

2. M/E/P/FP BASIC SERVICES

A. The following shall be provided by HEI under the terms of this Agreement:

1. Deliverables:
 - a) Written description of M/E/P/FP systems for Schematic Design.
 - (a) Basic services fee to cover 2 HVAC system choices to be discussed in write-up
 - (b) Opinions of Probable costs
 - (i) Will not be provided
 - b) One line M/E/P/FP documents for Design Development.
 - (a) Basic services fee to cover preliminary design of the HVAC system selected at the conclusion of Schematic Design.
 - (b) Opinions of Probable costs
 - (i) Will not be provided
 - c) One set of construction document review drawings at 50 and 95% completion.
 - d) One set of reproducible construction drawings and specifications.
 - (a) Opinions of Probable costs
 - (i) Will not be provided
2. Design services provided:
 - a) Heating, ventilating and air conditioning systems design drawings and specifications.
 - b) Plumbing systems design drawings and specifications to 5' -0" outside of building.
 - c) Electrical systems design drawings and specifications. Lighting systems design provided by others. General lighting photometrics will be provided by others.
 - d) Councilman Hunsaker will be designing the pools and equipment for the swim facility. The swim facility will contain two pools adjacent to the Multi-gen; one lap pool at 4,500 sf and one recreation pool at 6,000sf. Councilman Hunsaker will do all of the engineering for the pools. HEI will provide the power to their equipment at the equipment yard. There are no buildings associated with the swim facility, just outdoor pools.
 - e) Fire protection system design performance specification. Includes general fire sprinkler and fire alarm design information, fire alarm device locations and written fire sprinkler and fire alarm specifications. (if required, add sprinkler head location and pipe location to this list)
 - f) Parking lot site lighting. Landscape and pathway lighting excluded..
 - g) Energy calculations and submittal forms as required by the authority having jurisdiction for HVAC and lighting only. Building envelope calculations are excluded. HVAC and lighting calculations excluded from the basic services fee in the following locations:
 - h) Special systems design drawings and specifications, noted as either included or excluded.
 - (a) Lightning protection (performance specification only) – included
 - (b) Clock systems – excluded
 - (c) Intercom systems – excluded
 - (d) Telephone and data boxes and conduit – excluded
 - (e) HEI will design for conduit and boxes (rough-in) to support these systems if the Owner or Owner's vendor provides system requirements so that HEI can properly document the conduit and box layouts:
 - (i) Rough-in of audio/visual systems – excluded
 - (ii) Rough-in of security systems – excluded
 - (iii) Rough-in of networking systems – excluded
 - (iv) Rough-in of fiberoptic systems – excluded
3. Coordination services:
 - a) Attendance at approximately 6 project design meetings.
 - b) Initial site observation visit to determine existing conditions.
 - (a) For safety reasons, this excludes HEI personnel from opening live electrical equipment, taking measurements within live electrical equipment or taking measurements within improperly lockout tagged electrical equipment.
 - (b) It is understood that if such electrical observations or measurements are required to obtain necessary information for design of the project, the Owner will make arrangements for someone (either a licensed electrician or properly trained employee) to open the live equipment and take the required measurements.
 - (c) Code analysis as it relates to M/E/P/FP portion of the project.
 - (d) Coordination of M/E/P/FP design through the Client or architect with architect, structural, security, audio/visual, kitchen, and civil design consultants. Deliverables of other consultants are necessary in

order for HEI to coordinate such design and are defined under Client Deliverables.

- e) Other specialty consultants requiring M/E/P/FP scope coordination will be an additional service.
- 4. Limited Construction Phase Services consisting of:
 - a) Response to questions during bidding.
 - b) Response to code review comments.
 - c) Review of submittals for compliance with the Contract Documents including up to 2 reviews of each submittal (e.g. shop drawing, product data item, sample and similar submittal) by the Contractor. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
 - d) Response to contractor written Requests for Information (RFIs) during course of construction.
 - e) 12 person trips to the site during construction of the Project to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. HEI will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. Site visits in excess of this number are Additional Services.

B. The Client shall provide the following:

- 1. Electronic copies of building floor plans, furniture and equipment plans, reflected ceiling plans, and site plan on disk in .DWG or .DXF format.
- 2. Copy of site survey indicating utility line locations, sizes and capacities.
- 3. Copies of documentation and drawings from Client and other consultants necessary for HEI to perform its services, including but not limited to copies of elevations, sections, and details sufficient to show ceiling, wall and floor construction types, fire ratings and clear spaces available.
- 4. Cut sheets indicating electrical, plumbing and environmental requirements and rough-in locations for all equipment provided by others. This includes cut sheets and/or conduit routing plans for all audio-visual, security, telephone, data and kitchen equipment provided by others which have connections or conduit to be shown on plans drawn by HEI.
- 5. Unrestricted access to the Project site and all areas within the site as HEI deems necessary to perform its services.

3. **TECHNOLOGY AND COMMUNICATIONS SCOPE OF SERVICES**

Collective Tech (CT), a division of HEI, will provide Information Technology (IT) design for the telecommunications infrastructure to support voice, data and CATV distribution within the new Recreation/Aquatic Center. CT shall specify and create bid documents for the active telephone and network components. Additionally, CT shall provide design of Audio-Visual systems.

Detailed Description of Services:

The design of the telecommunications infrastructure shall include: interior structured cabling system (cables, connectors, terminations, outlets, faceplates) to support voice, data and CATV; racks, cabinets and cable supports; telecommunications grounding and bonding systems; and design of telecom utility pathway to a point five feet (5') outside the building.

CT shall create bid documents for the procurement and installation of a telephone system, which shall include business telephone switch (or the VoIP equivalent); telephone handsets; and voicemail system. CT shall also create bid documents for the procurement and installation of core and edge network components. These network components shall include (as required): router; switches; wireless access points. With regard to wireless access points, CT shall create a drawing indicating proposed locations of the wireless access points; it shall include notes which indicate that the contractor shall adjust final locations based on signal strength and coverage when building construction is substantially complete.

Collective Tech shall design the Audio-Visual systems. The AV systems shall be limited to two areas, which are to be self-contained for content and control. The first area shall be a "community room" which may be utilized for public events; training; and/or parties. The AV system in this area shall include: a projector and projection screen (or alternatively a flat-panel display); amplifier and speakers; Blu-Ray player; auxiliary audio/HDMI inputs (to plug in laptop and/or mp3 player and/or tablet); and microphone for speaker. Controls shall be limited to remotes included with the systems, and a wall-mounted volume control for overhead speakers. The second area shall be the pool deck. The system shall be a sound-only system; with coverage of the pool deck only, and not underwater speakers. It shall suitable for music and public address. The sound system shall have a single zone. The inputs for the sounds system shall be: a radio tuner; an mp3 player input (mp3 player by Others); and microphone connection.

4. **TECHNOLOGY BASIC SCOPE OF SERVICES**

- A. HEI shall provide the following under the terms of this Agreement:
1. Deliverables:
 - a) Schematic Design:
 - (a) Written description of telecommunications infrastructure
 - (b) Written description of telephone and network systems
 - (c) Written description of AV systems
 - (d) Opinions of Probable costs will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
 - b) Design Development:
 - (a) One line telecommunications infrastructure and audio-visual documents
 - (b) Written description of telephone and network systems, with Owner comments from SD incorporated
 - (c) Opinions of Probable costs will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
 - c) One set of construction document review drawings at 50% and 90% completion.
 - d) One set of reproducible construction drawings and specifications.
 2. Coordination services:
 - a) Attendance at project design meetings
 - (a) Telecommunications Infrastructure and Telephone/Network: 2 meetings
 - (b) Audio-Visual: 1 meeting
 - b) Coordination of technology design with architect, M/E/P/FP, structural and civil design consultants.
 3. Limited Construction Phase Services consisting of:
 - a) Response to questions during bidding
 - b) Response to code review comments
 - c) Review of submittals for compliance with the Contract Documents including up to 2 reviews of each submittal (e.g. shop drawing, product data item, sample and similar submittal) by the Contractor. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
 - d) Response to contractor written Requests for Information (RFIs) during course of construction
 - e) Construction observation visits to job site (maximum of 4 trips with 1 designer) to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. HEI will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work.
- B. The following are not provided by HEI under the terms of this Agreement:
1. Design of extension of CATV and telecommunications utilities to any site
 2. Design of extension of CATV and telecommunications utilities to within 5' of the building
 3. Design of extension of CATV and/or other public telecommunications utility pathway(s) to within 5' of the building
 4. Design or coordination of the relocation of any existing data or technology service, component or device
 5. Design of any radio, microwave and/or other RF systems
 6. See "Excluded Services" for additional items not included.

5. **SECURITY SCOPE OF SERVICES**

Collective Tech (CT), a division of HEI, will provide design services and construction drawings and specifications for the electronic physical security systems and infrastructure. The electronic security systems shall include access control, video surveillance, and intrusion detection systems. This proposal assumes that no design for off-site monitoring, control, or integration of existing systems is required.

Detailed Description of Services:

CT will design electronic physical security systems for the new Recreation/Aquatic Center. Systems shall include access control at exterior doors and some interior doors, limited video surveillance within the building and at building entries, and of the parking areas. Intrusion detection shall be provided as an extension of the access control system to include exterior door monitoring and limited interior motion detection.

6. SECURITY BASIC SERVICES

- A. HEI shall provide the following under the terms of this Agreement:
1. Deliverables:
 - a) Schematic Design:
 - (a) Written description of electronic physical security systems
 - (b) Opinions of Probable costs will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
 - b) Design Development:
 - (a) One line security documents
 - (b) Opinions of Probable costs will not be provided, but costs developed by others will be reviewed for general conformance with the documented technology systems
 - c) One set of construction document review drawings at 50% and 90% completion.
 - d) One set of reproducible construction drawings and specifications.
 2. Coordination services:
 - a) Attendance at approximately 2 project design meetings
 - b) Coordination of security design with architect, M/E/P/FP, structural and civil design consultants, including coordination of architectural door hardware schedules for security system functionality.
 3. Limited Construction Phase Services consisting of:
 - a) Response to questions during bidding
 - b) Response to code review comments.
 - c) Review of submittals for compliance with the Contract Documents including up to 2 reviews of each submittal (e.g. shop drawing, product data item, sample and similar submittal) by the Contractor. Submittal reviews beyond this number will be invoiced based on hourly rates as set forth herein.
 - d) Response to contractor written Requests for Information (RFIs) during course of construction.
 - e) Construction observation visits to job site (maximum of 4 trips with 1 designer) to determine in general if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. HEI will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work.
- B. The following are not provided by HEI under the terms of this Agreement:
1. Design of any system related to emergency response, dispatch, or 911 service
 2. Design of any radio or RF systems
 3. See "Excluded Services" for additional items not included.

7. ADDITIONAL SERVICES

- A. The following Design, Construction Phase and Contract Administration Services shall be considered additional services, but are not the only items to be considered as additional services:
1. Responses to the Contractor's RFIs where such information is available to the Contractor through careful study and comparison of the Contract Documents, field conditions, Owner provided information, Contractor prepared coordination drawings, shop drawings or prior Project correspondence or documentation. If this becomes a chronic issue in the opinion of HEI, HEI reserves the right to not respond to such requests without getting additional compensation.
 2. Evaluation of substitutions proposed by the Owner's consultants or the project Contractors and making subsequent revisions to the instruments of service resulting from the evaluations.
 3. Involvement with mock-ups.
 4. Revisions to HEI's construction documents when such revisions are:
 - a) Imposed by plan review comments, health department comments, or landlord or developer comments that are not consistent with applicable standard building codes.
 - b) Inconsistent with approvals or instructions previously given by the Client.
 - c) Required by newly enacted or revised codes and regulations after the construction documents have been prepared.
 - d) Required by the acts or omissions of the Client, Owner, or another consultant.
 5. Preparation of design and documentation for alternate bids, multiple bid packages or proposal requests proposed by the Owner.
 6. LEED Design Services.
 7. LEED Documentation Services.
 8. Contract Administration Services provided more than 30 days after the date of Substantial Completion.

9. Architectural lighting services
10. Providing revisions of drawings, specifications or other documents when such revisions are required by changes to previously approved design criteria.
11. Providing consultation concerning replacement of any work damaged by fire or other causes during construction.
12. Providing professional services made necessary by the default of the Contractor or by major defects in the work of the contractor in the performance of the Construction Contract.

8. EXCLUDED SERVICES:

- A. Other services available from HEI and applicable to the project have been made known and explained to the Client. Where HEI has deemed a service needed or advisable, HEI has made this opinion known to the Client and the Client has confirmed his or her opinion that such services are not requested of HEI and/or the Client has made, or shall make, arrangements to obtain those services from a source other than HEI. These excluded services include:
1. Street lighting design.
 2. Fire protection design services.
 3. Full-time, on-site construction observation.
 4. Providing extraordinary services to investigate existing conditions or facilities or to make measured drawings thereof.
 5. Providing formal life-cycle cost studies of mechanical and/or electrical systems.
 6. EPACT Federal tax credit and evaluation calculations.
 7. Providing engineering, technical and documentation assistance to the Client, Owner or a third party certifier associated with the pursuit of any tax deduction or tax management strategy related to the subject property is excluded from this agreement. If desired as an additional service it shall be negotiated under a separate agreement with appropriate terms and conditions.
 8. Providing services or special consultants other than the engineering services indentified as Basic Services herein.
 9. Preparing to serve or serving as an expert witness in connection with any public hearing, or legal proceeding where HEI is not a named party to such a hearing or proceeding.
 10. Opinions of probable cost.
 11. Design of extension of water, sewer, storm, gas, electric and telephone utilities to within 5'-0" of building.
 12. Detailed life-cycle costs and/or energy-use studies.
 13. Design of Mechanical Smoke Control systems.
 14. Record drawings with contractor changes incorporated.
 15. Preparing detailed cost estimates or opinions of probable construction cost.
 16. LEED™ Certification
- B. The following are not provided by HEI under the terms of this Agreement:
1. Storm drainage system design external to the building(s).
 2. Foundation drainage system.
 3. Internal and external dewatering system design.
 4. Screen wall designs and specifications.
 5. Design of extension of water, sewer, storm, gas, electric and telephone utilities to the site.
 6. Design of any structural engineering details such as light pole bases, M/E/P/FP equipment suspension, reinforced concrete pads, seismic bracing and other supports.
 7. Design or design revisions to any pneumatic transport systems (new or existing). Note – this typically applies to banks, healthcare and some other facilities that may use these methods of moving paper from one location to another.
 8. Providing financial feasibility or other special studies.
 9. Traffic lights and traffic signals
- C. The Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold HEI harmless from any claim, liability or cost, including reasonable attorneys' fees and cost of defense, for injury or loss arising or allegedly arising from HEI's failure to perform a service listed above.

Appendix 5 *(next 16 pages)*

Councilman Hunsaker Services Proposal

Swim Facility Pool Design



COUNSILMAN · HUNSAKER
The Ultimate Aquatic Advantage

EXHIBIT "B" OF AIA DOCUMENT C.401 AGREEMENT BETWEEN THE ARCHITECT: ARCHITEKTON AND THE CONSULTANT: COUNSILMAN-HUNSAKER FOR CONSULTING FOR THE MARICOPA MULTI-GENERATIONAL SWIM FACILITY.

THIS AGREEMENT is made and entered into at ST. LOUIS, MISSOURI, this ____day of _____, 2011, by and between ARCHITEKTON hereinafter referred to as the "Architect" and COUNSILMAN-HUNSAKER, a Missouri Corporation, doing business at 10733 Sunset Office Drive, Suite 400, St. Louis, Missouri 63127-1018, hereinafter referred to as the "Consultant."

WHEREAS, the Architect intends to design and develop a swim facility located in Maricopa, Arizona hereinafter referred to as the "Project" and,

WHEREAS, the Consultant is a consultant possessing expertise in the field of swimming pool design and engineering, and

WHEREAS, the Architect desires to retain the Consultant as its independent contractor for purposes of planning, design and engineering swimming pool(s),

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

- I. SERVICES: The Architect hereby retains the Consultant as its swimming pool design consultant for the Project which includes *an outdoor 25 Yard Competition Pool with diving area that is approximately 4,500 SF and an outdoor Recreation Pool with lazy river, splash pad, aquatic play features that is approximately 6,000 SF.* The scope of the Consultant's services shall include:

PROGRAMMING PHASE

(1) 1-day site visit

- A. Meet with the design team and the Owner's steering committee plus any designated staff and/or citizen groups to discuss the project, confirm the program and the Owner's objectives. The Consultant will conduct individual interviews as necessary with, for example, local education administrators and/or athletic directors, chamber of commerce representatives, business leaders, private and public recreation providers, health professionals, competitive swim groups, youth and seniors groups, etc., in order to ascertain existing levels of service and the perceived needs of various user groups in the community.
- B. In addition to individual meetings, the Consultant will participate in a public or by-invitation meeting to discuss the various issues concerning the proposed facility. This discussion will include slide and/or video presentations and commentary on features of other aquatic centers similar to that being considered for this project, background information on historic and contemporary issues in the industry, and an open-forum question-and-answer session to discuss concerns and needs of those individuals and groups attending the meeting. A matrix of programming priorities will be presented and discussed to prioritize programming and facility features. The Consultant will use the results of the interviews and public workshop in determining needs.
- C. Prepare and submit a narrative for the proposed aquatic facility describing pool size(s) and configurations for the Owner's steering committee and the design team to review, critique, and respond. The narrative will also discuss:
- Provide preliminary concepts of pools
 - Pool(s) designs, size, configuration, markings, water features, etc.
 - User requirements and programs to be supported
 - Adjacencies and circulation
 - Spectator considerations
 - Hydrostatic relief system
 - Traffic patterns
 - Deck equipment
 - Diving boards and support stands
 - Timing and scoreboard equipment, if applicable
 - Underwater features
 - Waterslide

- Participatory play features
 - Splash pad areas
 - Pool mechanical features, filter system options, water treatment and automatic water treatment control
 - Rescue and maintenance equipment
 - Support spaces, first aid room, concessions and maintenance
 - Dressing room features and user spaces
- D. Based upon the above critique and comments, prepare a final narrative for the aquatic center incorporating any changes requested by Owner and submit the final Design Program Analysis to Architect.
- E. Assist Architect with design considerations for the support spaces:
- First aid room
 - Concessions
 - Maintenance
 - Storage
 - Dressing room features and user spaces

SCHEMATIC DESIGN PHASE

(1) 1-day site visit(s)

- A. Prepare schematic plans and sections for the swimming pool(s) showing critical dimensions and features.
- B. Prepare a design narrative for the swimming pool(s).
- C. Provide an opinion of probable construction cost for the swimming pool(s) and address questions regarding such estimate data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.
- D. Provide Structural Design of Pool Shell(s)
- Provide criteria for Geotechnical Consultant
- E. Prepare and submit a site information questionnaire to the architect.
- F. Review the physical characteristics and requirements identified for the pool(s) with the architect. Review preliminary Schematic Design drawings prepared by the Architect and Consultants regarding the following items:
- Support spaces
 - Adjacencies and circulation
 - Traffic patterns
 - Activity program use of space and capabilities
 - Spectator facilities
 - Phasing of the project
 - Mechanical systems
 - Hydrostatic relief system

- G. Provide general resource information to the Architect and Consultants in the following areas:
- Finishes
 - Lighting
 - Outlets
 - Water supply and waste
 - Geotechnical issues influencing pool structures
- H. Meet with Architect and/or Owner's steering committee to discuss the aquatic facility.

DESIGN DEVELOPMENT PHASE

No site visits

- A. Prepare Design Development drawings for the pool(s) showing markings and features in plan and section.
- B. Prepare plan and elevation of pool filter room and chemical rooms showing pumps, filters, and water chemistry equipment to verify size of space. Indicate where electrical and plumbing coordination items are located.
- C. Prepare Outline Specifications for Division 13 - Swimming Pool.
- D. Provide Opinion of Probable Construction Cost for the swimming pool(s) and answer questions regarding estimate cost data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.
- E. Provide Structural Design of Pool Shell(s)
- Prepare design development drawings for swimming pool(s) and tile movement joints, if any.
 - Prepare outline specification for swimming pool structural items
 - Assist in coordination of pool structural items with building structure and pool deck (if applicable)
- F. Provide Mechanical design for the pool water heaters and pool water cooling including the design of the boiler, controls, and all piping to and from the boiler to the pool recirculation system. Items related to the pool heating system that shall be designed by Others include the Boiler Ventilation, Plumbing, Electrical, and Natural Gas rough-in.
- G. Provide a coordination document describing the pool equipment specified with interface with the other design disciplines.
- H. Provide product cut sheets to architect for Owner's review and design team's use.
- I. Review State and Local Health Codes relating to swimming pool design and construction.
- J. Consult with design team for coordination of design and engineering issues.
- K. Review Outline Specifications prepared by the Architect for the Natatorium.

CONSTRUCTION DOCUMENTS PHASE

(1) 1-day coordination site visit(s)

A. Prepare swimming pool drawings (SP sheets) and submit to Architect following the general format shown below. (Refer to attachments for description of Consultant's work and interface with engineering disciplines and Architect)

1. Pool Site Plan(building or site background from Architect)

- Design data
- General notes
- Reference notes

2. Competition Pool Plans and Sections

- Dimensions face-to-face of structure
- Transverse sections
- Longitudinal sections
- Depth dimensions
- Wall markings
- Wall anchors
- Underwater lights
- Steps and grab rails (stairs, if any)
- Inlet locations
- Main drain locations
- Pool markings
- Location of depth markings and warning signs
- Depth marker schedule

3. Competition Pool Deck Equipment Plan

- Equipment plan
- Equipment schedule
- Anchors
- Starting blocks
- Grab rails
- Lane ropes
- Diving equipment
- Other miscellaneous equipment
- Water polo layout
- Boundary markers and cup anchors
- Tile markers for goal line, midfield, etc.

4. Diving Board and Details

- Diving stands' plans
- Diving stands' elevations
- Diving stands' overhead clearances

- Diving agitator details
 - Official requirements for diving boards
 - *Architect to design vertical and horizontal structures*
5. Competition Pool Details
- Perimeter overflow system
 - Wall details
 - Grab rails and recessed steps (plan and section)
 - Entry/exit stairs
 - Depth markers
 - Targets and lane markers
 - Stair and bench nosing detail
 - Tile joint detail
 - Deck equipment
 - Starting blocks
 - Timing deck box
 - Handicap lift and anchor
 - Underwater light
 - Wedge anchor
 - Stanchion anchor
6. Recreation Pool Plan and Sections
- Pool plan
 - Floor contour lines
 - Depth dimensions
 - Pool markings
 - Location of depth markings and warning signs
 - Construction plan of pool
 - Equipment schedule
 - Transverse section
 - Longitudinal sections
7. Recreation Pool Details
- Steps and grab rails (stairs, if any)
 - Stair and bench nosing detail
 - Ramps and benches
 - Fountains
 - Waterslide elevations
 - Walls in pool
 - Wall markings
 - Wall anchors
 - Underwater lights
 - Underwater benches
 - Stairs, usually multiple at varying depths

- Dimensions of face-to-face of structure
- Equipment plan
- Anchors
- Grab rails
- Lane ropes (lines for slide)
- Other miscellaneous equipment and floatables

8. Piping Plan

- Plan of all pools
- Surge tank location and size
- Filter room and chemical room locations
- Location of under-floor piping and sizes
- Building background from Architect

9. Pool Mechanical Room/Surge Tank Plans and Sections

- Pool mechanical room piping plan
- Pool mechanical piping diagram
- Surge tank sections
- Surge tank reach rod sleeve details
- Access hatch
- Filtration equipment
- Recirculation equipment

10. Piping and Pool Mechanical Room Details

- Main outlets and hydrostatic relief valve
- Backwash and pool draining piping
- Wall sleeve locations
- Water level controller
- Fill funnels
- Water supply inlet
- Static water line inlet
- Sight sump
- Chemical controller and feed systems
- Schematic of water treatment system
- pH adjustment schematic
- Chemical room pump shelf detail

B. Structural design of Pool Shells

- Prepare construction documents and specifications for the pool floor slab, walls, gutters surge tank, and tile movement joints, if any
- Assist in establishing testing and observation requirements
- Coordinate pool structural documents with other disciplines
- Comment on the effect of pool structure and systems on building structure, if any

- C. Provide Mechanical design for the pool water heaters and pool water cooling including the design of the boiler, controls, and all piping to and from the boiler to the pool recirculation system. Items related to the pool heating system that shall be designed by Others include the Boiler Ventilation, Plumbing, Electrical, and Natural Gas rough-in.
- D. Prepare specifications for Division 13, Section 13150 Swimming Pool. (Refer to attachments for description of Consultant's work and interface with engineering Consultants and Architect)
1. Specifications shall include sections for:
 - Pool plaster or pool ceramic tile, if required
 - Cast in place concrete pool shell
 - Shotcrete pool shell
 - A complete timing/scoreboard system, if required
 - Recreation pool play equipment
 2. Specifications that will be the responsibility of the Architect and its respective consulting engineers include:
 - Architectural: building systems, paint, surface coatings, filter room railings, stair, ladders.
 - Mechanical: deck drain system, make up water, hose bibbs, and filter backwash to sanitary.
 - Electrical: pump motor starters and overload protection, underwater light power supply and junction boxes, pool equipment power supply, pool bonding and grounding per NEC680 and timing system conduits, pool mechanical room lights and circuitry
 - Plumbing/Civil: subsurface drainage system under pool(s)
 - Structural: support structures, backwash basin and pump pits
 - Environmental/OSHA review: chemical SARA Title II, MSDS, OSHA signage and storm water permits
- E. Coordinate SP construction drawings and specifications with Architects and design team engineers.
- F. Provide progress sets of SP sheets and specifications if requested by Architect at the following design intervals:
- 50%
 - 75%
 - 90% to 99%
 - 100% (bid)
- G. Meet one (1) time for face-to-face coordination with design team and any meetings desired by the Owner on the same day.

- H. Review 90% to 100% completion set of construction documents (if requested) prepared by Architects and consulting engineers for swimming pool issues.
- I. Provide opinion of probable construction cost for the swimming pool(s) and answer questions regarding estimate data for the aquatic facility. The Consultant does not guarantee opinion of probable costs.
- J. Support this phase of the design with e-mail, open telephone and fax lines.

NEGOTIATION OR BID PHASE

No site visits

- A. Address bidders' inquiries and furnish addenda items to Architect to clarify drawings and specifications, if required.

CONSTRUCTION ADMINISTRATION PHASE

(5) 1-day site visits

- A. Review submittals, i.e., shop drawings, product information and requested substitutions by manufacturers and/or contractors with regard to the pool(s) and its related systems.
- B. Observe construction of the aquatic related items during specific milestones throughout construction and submit a report following each site visit.
- C. Provide final observation of the aquatic facility to confirm that the pool and its related equipment have been installed as designed and specified. Submit a final punch list.
- D. Maintain open phone line, fax line and e-mail for the discussion of questions and issues as they arise in the development of the project.

- II. DRAWINGS: All of the drawings, and specifications, prepared by the Consultant as instruments of service are and shall be the property of the Consultant whether the project for which they are made is executed or not. The Architect and Owner shall be permitted to retain copies, including reproducible copies of the drawings and specifications, and shall have a non-exclusive limited license to use such for the sole purpose of constructing and operating the facility and no other purpose.

The Consultant further represents that the work, plans and specifications to be prepared by it for the swimming pool design of this project shall not be based on one supplier in nature, and shall be fit for their intended purpose unless in the opinion of the Consultant there are no equal products available.

Except for reference and coordination purposes in connection with future additions or alterations to the work, drawings, specifications and other documents prepared by Consultant are instruments of the service for use solely with respect to this project and, unless otherwise provided, Consultant shall be deemed the author of these documents and

shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or their documents shall not be used by the Architect or others on other projects except by agreement in writing and with appropriate compensation to the Consultant.

- III. AGENCY REVIEW AND APPROVAL OF PLANS AND SPECIFICATIONS: All permits shall be obtained from Health Departments and new construction agencies by the Architect, Engineer or Contractor with the Consultant's assistance in filling out forms and answering questions. Once an authorized representative of a regulatory agency having jurisdiction over the Project including, but not limited to the Health Department approves the original design, Consultant will not be required to revise or address any design changes or field modifications with enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to the previously prepared Instruments of Service; provided Consultant will work with the design team in determining a solution at an agreed upon charge for such services.
- IV. CONSULTANT NOT RESPONSIBLE: Architect and Owner hereby release Consultant from any and all claims, now existing or hereafter made, as a result of, construction means, methods, techniques, sequences or procedures, and shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any of the construction work on the project or for the failure of any of them to carry out the work as set forth in the plans and specifications to be prepared by the Consultant. However, if during the field observation the Consultant becomes aware of an act or omission, or a failure by a contractor, subcontractor or any other person performing any of the construction work, to carry out the work in accordance with the plans and specifications, the Consultant shall bring same to the attention of the Architect; provided Consultant has no obligation to do so or liability hereunder for the failure to do so.
- Consultant shall not be responsible for preparing as-built drawings. At the Architect's request, Consultant shall require contractor to provide as-built drawings in the specifications and submit to consultant for observation and comment.
- V. HOLD HARMLESS: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents and Counsilman-Hunsaker's Consultants, and any of them, to Architect, Owner and anyone claiming by, through or under Architect or Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in a any way related to the drawings, specifications, reports, conclusions and recommendations shall not exceed \$1,000,000 of professional liability. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- VI. FEES: Consultant's fee shall be a lump sum of **\$116,000** excluding reimbursable expenses and travel expenses for the **eight (8)** site visits. (Site visits in excess of **eight (8)**)

shall be authorized by the Architect in writing in advance and compensated with fee and reimbursables as Additional Services.)

VII. PAYMENT SCHEDULE: The Consultant shall be paid monthly based on percentage complete for the following phases:

Programming Phase	\$8,120
Schematic Design Phase	\$17,400
Design Development Phase	\$32,480
Construction Documents Phase	\$40,600
Bidding Phase	\$2,320
Construction Administration Phase	\$15,080

The Consultant shall submit monthly invoices for services and for reimbursable expenses incurred, based upon the percentage of the Consultant's services completed at the time of billing. Architect shall make payments to Consultant within fifteen (15) days after receipt of payment due Consultant from Owner. Consultant may, after giving seven (7) days written notice to the Architect, suspend services until payment is made in full of all past due invoices for this project.

Reimbursables shall consist of travel expenses and time for additional trips, all document printing and reproduction, postage and express mailings. Long distance telephone and fax service is included in the basic fee. Reimbursables shall be billed at the mark-up allowed by the Architect's agreement with the Owner.

Should any additional tasks be required, not described above, including Opinion of Probable Costs or re-design of pool shapes, features, systems, due to program change by the Owner, the Consultant will execute such tasks when authorized by the Architect and will be compensated as additional services according to the Additional Services Fee Schedule in Paragraph IX.

VIII. PROJECT SCHEDULE: The project schedule shall be maintained as outlined in AIA - C 401 Agreement between Architect and Consultant.

Should the project phase schedule be delayed, through no fault of the Consultant, the Consultant's schedule will be extended commensurate with the delays created by others.

IX. ADDITIONAL SERVICES: All additional services must be authorized in writing. The Consultant shall be paid for additional services according to the following fee schedule (if not listed as a lump sum):

Principal/Studio Director	\$160.00/hour
Site Visit	\$1,500.00 / day plus expenses
Project Manager	\$135.00/hour
Project Engineer/Architect	\$110.00/hour
Design Associate	\$90.00/hour

The following services are available as an addition to the base scope and fee provided by the Consultant.

A. **Record Documents**

Consultant to prepare a set of reproducible record drawings for its work showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Consultant. The electronic files are compatible with: AutoCAD 2008. Consultant makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

Fee: \$4,500

B. **Facility Specific Business Plan**

Consultant will provide the Owner with a comprehensive operational business plan for the proposed aquatic facility. This business plan will provide the Owner with facility specific revenue and expenses information regarding management and staffing.

Fee: To be negotiated based upon agreed scope of services.

C. **Launch Operations Training**

Consultant's Operations Specialist will be on-site with the owners' staff for training and rehearsal the day before opening as well as the first two (2) days of operation. The Consultant's Operations Specialist will assist the Owner in the overall operations of the aquatic facility.

Fee: To be negotiated based upon agreed scope of services.

D. **CPO[®] / AFO[®] Instruction**

Consultant will conduct a Pool Operator training course at the aquatic facility with the owners' staff and the focus will be centered on the specific pool systems installed at the aquatic facility. These courses have been developed for aquatic operators to understand the complex systems related to swimming pools.

Fee: To be negotiated based upon agreed scope of services.

E. **Standard Operations Procedure Development (SOP)**

Consultant will develop a SOP manual for aquatic personnel in the operation and maintenance of the aquatic facility. Consultant will gather operating information and present a draft copy of the SOP for review and comment. Modifications and changes will be made as directed by the Owner. Ten copies of the final SOP will be presented with one reproducible master copy.

Fee: To be negotiated based upon agreed scope of services.

F. **Professional Placement**

Consultant will conduct a local and national search as directed by the Owner to fill key job positions. These may include Aquatics Director, Aquatics Operator, Facility Director, and Marketing Manager etc...

Fee: To be negotiated based upon agreed scope of services.

G. **Contractor Warranty Phase**

Consultant will provide a pool commissioning evaluation report as a supplement to the standard punch list. In addition, a follow-up site observation prior to the expiration of the contractor one (1) year warranty date will be completed for confirmation that all systems are operating properly. A report will be issued identifying items that need to be addressed prior to the end of the warranty period.

Fee: To be negotiated based upon agreed scope of services.

X. ENTIRE AGREEMENT: This Agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between his Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will be controlling.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:

COUNSILMAN-HUNSAKER

ARCHITEKTON

BY:  _____

BY: _____

Doug Cook, PE, LEED AP
West Region Director

DATE: January 10, 2012

DATE: _____

Client Information:

Joseph M. Salvatore AIA LEED AP

architect *principal*

ARCHITEKTON

464 S Farmer Ave, Suite 101, Tempe, AZ 85281

T 480 894 4637 F 480 894 4638 C 480 229 4238

www.architekton.com

ATTACHMENTS TO AGREEMENT

Description of CONSULTANT work and interface with Engineering Consultants and Architect:

MECHANICAL:

1. Consultant will provide operational flow requirements (GPM) for potable water and sewer discharge for the pool. If there is a site-specific limitation, Consultant will work with mechanical engineer to size backwash catch basin, lift pumps and/or flow limitation to meet the requirements of the site specific limitation for backwash. Equipment room sumps, sump pumps and tanks provided by other consultants.
2. During the Design Development Phase, Consultant will develop a layout drawing of the pool mechanical room, showing where water and sewer connections are required.
3. Hydrostatic relief valve design will be designed and specified by Consultant to provide temporary relief during short periods of pool draining for maintenance, not for construction de-watering.
4. Consultant shall recommend locations for hose bibbs in pool mechanical room based on operation and maintenance needs, if requested.
5. Surge tank sizing, location and piping by Consultant.
6. Consultant to design stand-alone direct fired pool heating, project mechanical engineer will provide exhaust air and direct combustion air venting and gas supply to individual heaters.
7. Deck drain system selection and layout shall be by the plumbing or site engineer. Consultant will provide a cursory review and comment on the deck drain system if requested.
8. Underdrain system to pump out below pool subsurface water before emptying pool should be on plumbing or civil sheets. Consultant will sketch locations and suggest a lateral detail and a pipe riser detail with cover, if required.

ELECTRICAL:

1. Consultant will provide pool pump motor and pool equipment electrical requirements to Architect for Electrical Engineer for its design of the pool equipment electrical systems.
2. Consultant will provide a general description of lighting criteria.

Appendix 6 *(Next Three Pages)*

Brailsford & Dunlavey Services Proposal

Operational Analysis White Paper



BRAILSFORD & DUNLAVEY
Facility Planners • Program Managers
Catalysts for Building Community

January 10, 2012

Mr. Joseph M. Salvatore
Principal
ARCHITEKTON
464 S Farmer Avenue
Suite 101
Tempe, AZ 85281

Re: Revised Proposal for Phase 1 Operational Analysis-Multi-Gen Recreation & Aquatics Facility

Dear Mr. Salvatore:

We are excited to present this revised scope and work plan for the first phase of work for the City of Maricopa's Multi-Gen Recreation & Aquatics Facility. As we have discussed, this first phase of work addresses the operational paradigm of the new facility and the impact upon the City. Once the analysis is complete and a direction regarding the operation of the project is determined, B&D will focus on the business planning effort in a second phase of work.

We have developed the following approach and fee to meet the initial need: an operational analysis for the proposed Multi-Gen Recreation & Aquatics Facility.

Work Plan

Phase 1 – Operations Analysis

A. Project Initiation

- 1. Review Document and Data Materials** to obtain an understanding of any work that has been completed to date. This also will involve a review of any existing planning documents (Vikol). Detailed information requests will be submitted to obtain information necessary to complete the utilization analysis.
- 2. Tour Existing Facilities and Site** to understand the existing condition and relationships between existing city facilities and this project. B&D will tour the

buildings at various hours of the day in order to understand the full range of programs and activities in each facility.

3. **Conduct Administrator Interviews** to understand existing challenges and opportunities that this project will present to the city. Qualitative and quantitative information will be gathered from city departments across to inform the space operations analysis.
4. **Analyze and Compare Labor & Benefit Structures** of existing staff and programs to compare against national benchmarks and identify potential deficiencies.
5. **Review Existing Operating Paradigms** to understand how the City currently manages its recreational programs and facilities. This analysis will highlight potential shortfalls and challenges of integrating existing programs within the new project.
6. **Review Potential Revenue Sources** and users of the proposed facility (based on the program elements) to understand the potential future demand and subsequent revenues based on utilization.
7. **Review Anticipated Expenses** for the proposed facility (based on program elements) to inform and understand the operational expenses that will form the comparative element of the study.

B. Comparative Analysis

1. **Develop Space Inventory Database** of all proposed spaces for the facility based on data provided by Architekton and City of Maricopa. The database will include capabilities or special features of each program element, current capacities and layouts, and useable square footage.
2. **Develop Schedules** for selected operations and program elements throughout the operational year to understand the scheduling of space and utilization rates of proposed facilities.
3. **Develop a Decision Matrix** for self-operation or outsourcing of the Project. The matrix will provide the City with key decision points related to project program, schedule, and operations for both self-operation and outsourced management.
4. **Analyze Capacity** within proposed spaces based on use and user related data.
5. **Identify Outsourced Providers**, (consistent with city policy) quantify and qualify their delivery approach and capacity.
6. **Identify Gaps** between potential outsourced providers and self-operated schemes in terms of programmatic and financial objectives. Qualitative and quantitative impacts

will be assessed and documented. A matrix of the gap analysis will be provided as an evaluation tool for City. Functional areas associated with the management and operation of recreational facilities will be analyzed to determine current self-operating capabilities and current gaps. Preliminary organizational structures will be assessed for both self-operation and outsourced management.

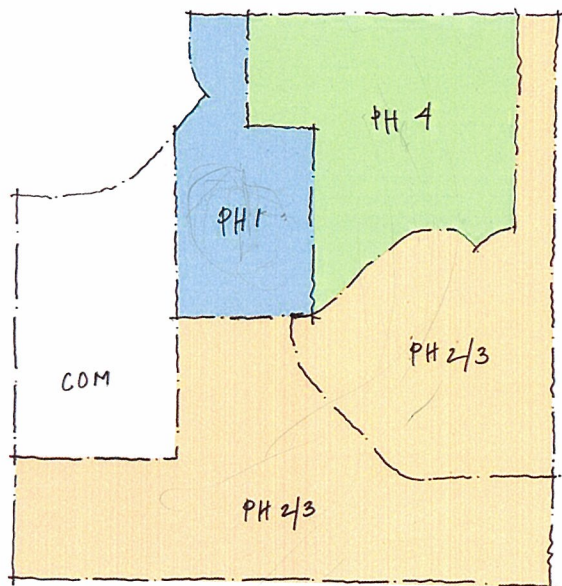
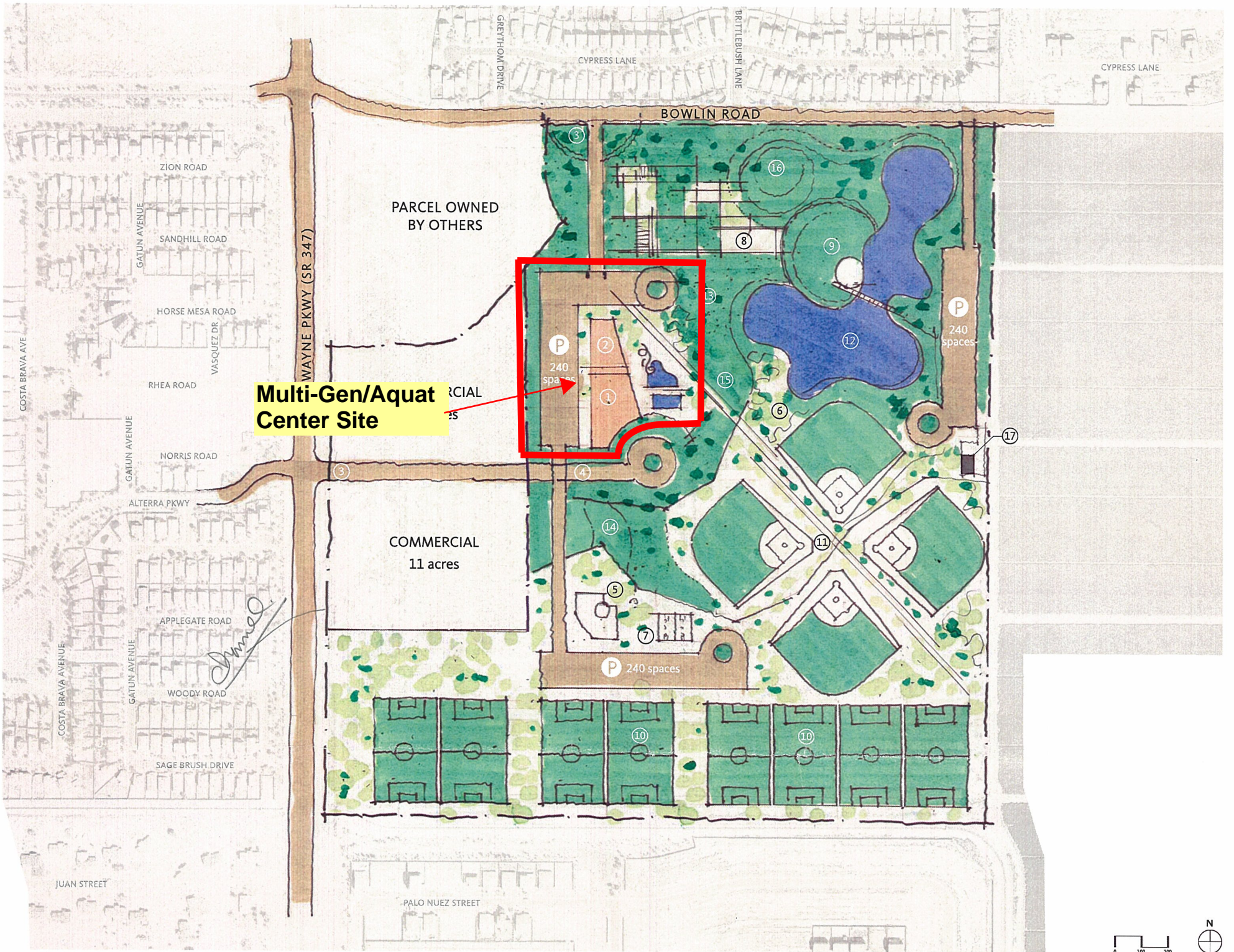
7. **Develop a Financial Tool** to compare and contrast the operational impacts of self-operation and outsourced management. The tool will provide a preliminary assessment of short term and long term costs associated with the project based on the expense and revenue projections research earlier.

C. Decision Support & Documentation

1. **Project Management** to ensure coordination with City, Architekton at every phase of the project through travel, conference calls, and other PM requirements.
2. **Quality Control** to ensure that the final report is well-polished and free from inconsistencies. Every aspect of the document will be carefully reviewed by B&D's Senior Quality Control Officer.
3. **Draft Report** to give the working group a preview of the Phase 1 findings.
4. **Deliver Operations Analysis & Financial Tool** with a presentation to provide a narrative and verbal understanding of the project elements, assumptions and outcomes.

Appendix 8 *(next two pages)*

Master Site Plans Under Consideration



Phasing Diagram

LEGEND

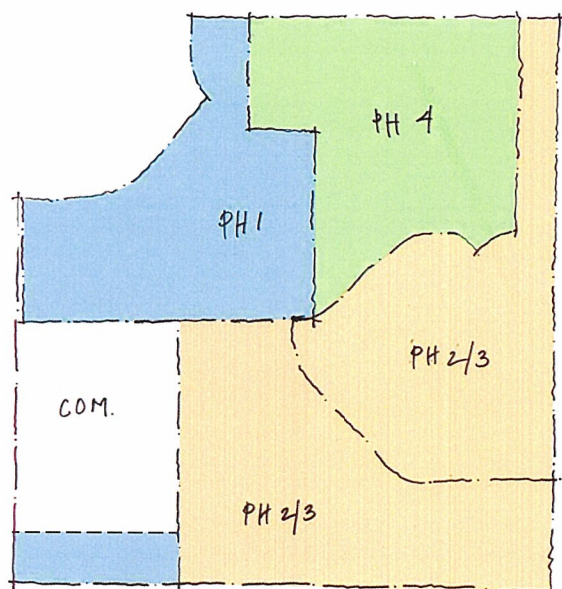
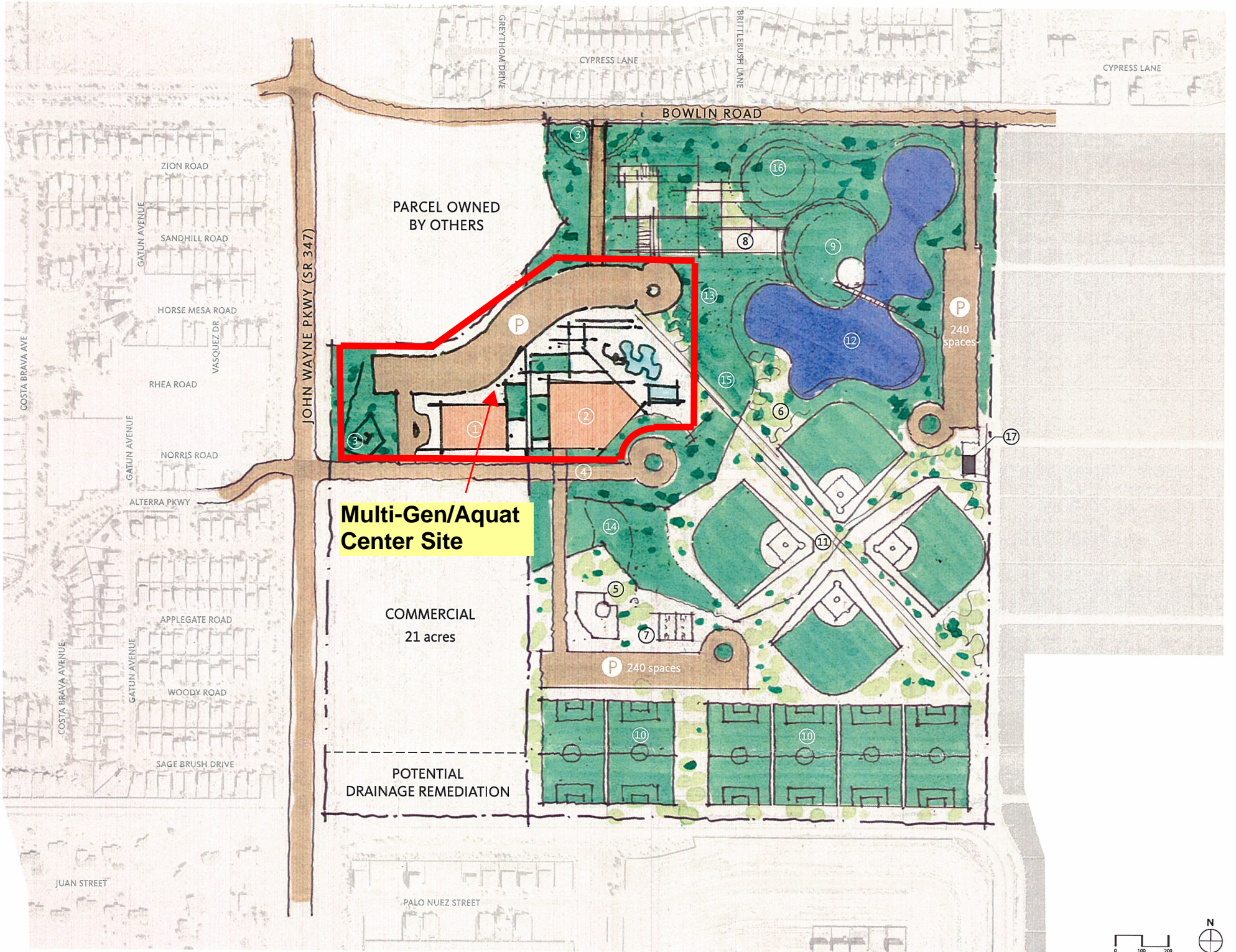
- ① Multi-Gen Center
- ② Aquatics Facility
- ③ Entry
- ④ Loop Road
- ⑤ Skate Park
- ⑥ Specialty Garden
- ⑦ Tennis, Basketball and Volleyball Courts
- ⑧ Themed Children's Play Area
- ⑨ Amphitheater
- ⑩ Soccer Fields / Multi-Use Lawn
- ⑪ Baseball / Softball Cloverleaf
- ⑫ Lake
- ⑬ Picnic Area
- ⑭ Dog Park
- ⑮ Walking Path, Typical
- ⑯ Kite Flying Hill
- ⑰ Future Cell Tower

REGIONAL PARK 122 acres
 COMMERCIAL 18 acres

TOTAL SITE ACREAGE : 140 acres

*Parking - 720 spaces

B1



Phasing Diagram

LEGEND

- ① Multi-Gen Center
- ② Aquatics Facility
- ③ Entry
- ④ Loop Road
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REGIONAL PARK 119 acres
 COMMERCIAL 21 acres

TOTAL SITE ACREAGE : 140 acres

*Parking - 720 spaces

B2