

## **EXHIBIT A**

### **Scope of Work/Payment Schedule**

Ref. No. 16073 P  
July 21, 2016

#### **1.0 DESCRIPTION OF PROJECT**

City is planning to implement improvements to Cypress Park and SARA Park based on recommendations in the Field Assessment Report prepared May 4, 2015. Improvements to Cypress Park include two new full size soccer fields, one smaller size soccer field, parking, road improvements, hardscape, landscape, irrigation, lighting, ramada, restrooms/concession/maintenance building, and playground. The road improvements will consist of curb, gutter and sidewalk along frontage of park on Cypress drive, overflow parking with curb gutter and sidewalk along the frontage along Cypress Drive and Oak Drive. Improvements to SARA Park include the replacement of the permanent fence on field 1 with a movable fence, a portable mound on field 2 and a portable mound along with skinning the infield on field 3. The park improvements are to be constructed and scheduled for completion in the Spring of 2017.

In addition to above improvements to Cypress and SARA parks, the City plans to develop a new Master Plan 30% Schematic Design for SARA Park that includes 6 new soccer fields, 9 more ballfields, restroom/concessions buildings, a maintenance facility, a tot lot, additional parking, picnic areas, and lighting based on the Field Assessment Report dated May, 2015.

#### **2.0 PURPOSE**

The purpose of Consultant's services will be to provide a Topographic Survey to develop Construction Documents for the recommended park improvements for Cypress and SARA Park and a new Master Plan 30% Schematic Design for SARA Park. City to provide topographic survey for SARA Park in order to develop the Master Plan.

#### **3.0 SCOPE OF SERVICES**

Consultant will provide the Topographic Survey and prepare Construction Documents, including Construction Plans, Technical Specifications and Engineer's Opinion of Probable Cost for the recommended park improvements as presented in the Field Assessment Report for Cypress and SARA Parks and a new Master Plan 30% Schematic Design for SARA Park as follows:

### 3.1 COMPILE DATA / TOPOGRAPHIC SURVEY (Cypress Park Only)

Consultant will compile available existing information to identify potential design issues and concerns and to accurately survey the project area to establish a base drawing for design.

#### 3.1.1 Survey Services – (\$7500.00)

Provide topographic survey of approximately 10.8 acres of the Cypress Memorial Park. Develop a topographic base sheet for use in preparation of the Construction Documents. The City will provide topographic survey data of SARA Park sufficient for the purposes of depicting the recommended improvements to the park and the 30% new Master Plan.

#### 3.1.2 Benchmarks – (included in above fee)

Consultant will set sufficient temporary or permanent benchmarks to allow the project to be constructed in accordance with the design. This task will be performed during the topographic survey.

### 3.2 DESIGN

Consultant will prepare the drainage design report and prepare the construction documents for the soccer fields, landscape, hardscape, parking lots, ramada, playground and road improvements for Cypress and SARA Park as well as a 30% Schematic Design Master Plan for SARA Park as follows:

#### 3.2.1. Drainage Design and Report (Cypress Park Only) – (\$8,000.00)

The Drainage Design and Report will include analysis and design calculations for the soccer fields and parking areas.

- a. Hydrology: Include a summary of the hydrologic study for the watershed using the existing Lake Havasu Storm Water Master Plan and Mohave County Flood Control District Manual.
- b. Report: A drainage report will be prepared per the Mohave County Flood Control District requirements.

#### 3.2.2. Construction Documents (Cypress and SARA Park Recommended Improvements Only) – (\$86,600.00)

The construction documents for Cypress will be comprised of the following sheets:

- a. Construction Drawings: Construction drawings will be produced in AutoCAD format at a 1" = 20' horizontal scale and a 1"=5' vertical scale (or as required) to be delivered per the milestone schedule on one set of each 24" x 36" sheets and 11" x 17" sheets and will include:
  - i. Soccer field plan to delineate the field dimensions, grading and drainage.
  - ii. Parking lot grading and drainage site improvements.

- iii. Road improvements plan and profile.
- iv. Hardscape plans grading and drainage.
- v. Landscape plans.
- vi. Irrigation plans.
- vii. Utility plans to include water and sewer service to building, drinking fountains and hose bibs.
- viii. Lighting and electrical plans.
- ix. Ramada Plans at a suitable architectural scale.
- x. Restrooms/Concession/ Maintenance building Plans at a suitable architectural scale.
- xi. Playground plans including playground equipment.
- xii. SARA Park plans including fencing, mounds and skinning the infield.
- xiii. Typical and special construction details for the soccer fields, parking lot construction, road improvements, hardscape, landscape, irrigation, lighting, ramada, restrooms/concession/ maintenance building and playground.
- xiv. The anticipated plan sheets are as follows (sheets may be combined into one):
  - Cover Sheet
  - General Notes
  - Survey Control Sheet
  - Demolition Plans
  - Soccer field Plans
  - Parking Lot Grading and Drainage Plans
  - Parking Lot Striping Plan
  - Road Improvement Plans
  - Hardscape Plans
  - Landscape Plans
  - Field and Landscape Irrigation Plans
  - Utility Plans
  - Lighting and Electrical Plans
  - Ramada Plans
  - Restrooms/Concession/Maintenance Building Plans
  - Playground Plans including Playground Equipment
  - SARA Park Improvements
  - Typical Sections and Details
  - Storm Water Pollution Prevention Plans
- b. Engineer's Opinion of Probable Cost (EOPC): Prepare construction bid items, units, quantities, cost estimates for bid items (cost

estimate to exclude overhead, general conditions and indirect costs) for Cypress and SARA park recommended improvements.

- c. Technical Specifications: Prepare and provide Technical Specifications for the project. In coordination with the Construction Plan creation, Technical Specifications will be drafted using Lake Havasu City Standards base documents. The documents will be drafted with standardized language and formatted in response to the particular details of this project site and selected design. The technical specifications will be coordinated with the following sections of the contract provided by the City; the General Bid Section, Special Conditions, and General Conditions. Technical Specifications will be provided with the Preliminary and Final design milestone.
- d. Storm Water Pollution Prevention Plan (SWPPP): Prepare a SWPPP to be included in the Construction Plans that will identify temporary and permanent erosion protection facilities per ADEQ requirements. The SWPPP developed under this scope of work will address initial SWPPP best management practices and controls only; modifications to the SWPPP to address on-site changes are the responsibility of the Contractor. ADEQ National Emissions Standard for Hazardous Air Pollutants (NESHAP) is typically obtained directly by the Contractor and is not included in this scope of work. Permit fees shall be paid by the Contractor.

### **3.2.3. 30% Schematic Design Master Plan (SARA Park) – (\$25,780.00)**

- a. Concept Plan:
  - Evaluate existing information on the project including the Field Assessment Report.
  - Attend two (2) virtual meetings with City Staff.
  - Coordinate with the City and SWI to gain an understanding of opportunities and constraints of the site.
  - Assist SWI in producing a conceptual grading plan.
  - Develop a Concept Plan of the Park for review and comment by the City.
  - Develop a Draft Estimate of Probable Cost for review and comment by the City.
  - Site Visit.
  - Present the Concept Plan to the City in Lake Havasu City.

#### Deliverables include:

- One (1) Photoshop Basic Rendered and Labeled Concept Plan anticipated to be sized to fit on a 24"x36" board
- Draft Estimate of Probable Cost

b. 30% Schematic Design Master Plan:

- Incorporate comments provided by the City
- Attend two (2) virtual meetings with City Staff
- Develop the Master Plan of the Park
- Assist SWI on refining the conceptual grading plan
- Develop Schematic Design level irrigation drawings to include tap sizing, mainline and sleeving.
- Attend 1 meeting with City Staff during the Schematic Design process
- Develop Estimate of Probable Cost
- Present the Master Plan to the City in Lake Havasu City

Deliverables include:

- One (1) Photoshop Rendered and Labeled Master Plan anticipated to be sized to fit on a 24"x36" board. (The Master Plan shall serve as the 30% Schematic Design Hardscape and Landscape Drawings)
- Schematic Irrigation Drawings
- Estimate of Probable Cost

**3.2.4. Project Management and Coordination – (\$6,500.00)**

- a. Meetings: In addition to proposed meetings for the SARA Park Master plan, Consultant will attend one project design review/coordination meeting at the City offices or at the Site. Attend up to three project design review/coordination meetings via teleconference from Consultant's offices. Consultant will produce meeting minutes and distribute to attendees.
- b. Project Administration, Scheduling & Progress Updates: Consultant will prepare a project schedule and submit it to City for approval prior to beginning design work. Consultant will maintain and update the schedule during the course of the design phase and will provide the updates as part of bi-weekly progress reports to the City. Includes general project administration tasks such as accounting, submittal preparations, coordination and correspondence necessary to complete the project.
- c. QA/QC shall be incorporated at all phases of design. This will include a value engineering review. The Consultant shall manage the project to assume timely delivery of project deliverables that are complete and of professional quality meeting area standards. Consultant will review the Plans, Specifications and Estimates to ensure proper coordination has been provided between disciplines/sub-consultants as well and review for any errors and omissions prior to submitting to the City for review.

**3.2.5. Bid Services – (\$2,500.00)**

Consultant shall provide assistance in bid tabulation, due diligence and contractor recommendation.

**3.2.6. Reimbursable Expenses – (\$6,000.00)**

Reimbursable expenses include travel expenses, FedEx charges, plan reproduction costs.

**3.3 SUB-CONTRACTED SERVICES**

1. Lighting: Sub-contract with an Electrical Engineer to prepare lighting plans for the one soccer field, conduit for future lighting of second field, hardscape restroom/concession/ maintenance building and the parking areas.
2. Landscape Architect: Sub-contract with a Landscape Architect to prepare the soccer field, landscape, irrigation and hardscape layout and the Master Plan 30% Schematic Design for SARA Park.
3. Architect: Sub-contract with an Architect to prepare the restroom/concession/maintenance building and the ramada.

**3.4 DELIVERABLE ITEMS****1. Deliverables – (Cypress and SARA Park Improvements)**All Milestone Submittals:

- a. Digital PDF format copies of all project drawings, and cost estimate.

Upon Acceptance of Final Plans, Specifications and Cost Estimate:

- b. AutoCAD DWG format base maps used for the final drawings along with any point files required to create a complete dataset.
- c. GIS shape files, if any, used for hydrology with DDMSW or other software.
- d. Electronic files for any hydrologic or hydraulic modeling.
- e. Final construction plans are to be delivered with at least one paper 24" x 36" sets per the City requirements, in addition to PDF copies of the entire final submittal package.

**4.0 SCHEDULE**

Work will commence upon receipt of an executed Agreement and authorization to proceed is expected to require 16 to 20 weeks. Consultant will complete the design project per the approved project schedule. Consultant shall provide a schedule of milestone dates for the preliminary and final submittals. The approved schedule will be subject to review and amendment at the design kickoff meeting.

## 5.0 ASSUMPTIONS

1. Sufficient boundary monumentation shall be located as necessary for establishment of the project boundary, it is also understood that no extraordinary survey problems exist, such as erroneous monumentation, overlapping or defective deeds, or discrepancies between record title dimensions and actual field conditions or occupation. The City will be notified of any such circumstances with an estimate of additional costs and time required for the resolution thereof.
2. Any additional work which may be indicated by the discovery of unanticipated conditions in the field or revisions to this scope instigated by others will be performed, only upon City's authorization, in accordance with Consultant's standard fee schedule.
3. Sample restroom plans to be provided by the City.
4. City to provide topographic survey, existing utility locations and property boundary for SARA Park.
5. References: The following additional references may also be used in the development of the project:
  - a. City Standards.
  - b. Mohave County Flood Control District Drainage Manual.
  - c. MAG Standard Details and Specifications.
6. Additional meetings/site observations will be billed on an hourly basis per our current standard fee schedule.

## 6.0 SERVICES NOT INCLUDED

Traffic studies, boundary survey, water and sewer line main extensions, dry utility design not mentioned above, construction staking, 404 permitting, environmental studies, geotechnical engineering, or any other work not specifically identified in Section 3.0, Scope of Services. All Agency and/or permitting fees are to be paid by City.

## 7.0 DESIGN COST

Engineering, surveying, and coordination work outlined in Item 3.0 Scope of Services is not to exceed \$142,880.00 and will be billed hourly.

Any additional work which may be indicated by the discovery of unanticipated conditions in the field or revisions to the design instigated by others will be performed in accordance with Consultant's current standard fee schedule. No additional work will be performed without the authorization of the City. The estimated fee noted above is valid for 90 (ninety) calendar days after which time a review by Consultant will be required.

## OPINIONS OF COST

Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other

competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by Consultant.



**SHEPHARD-WESNITZER, INC. - 2016 HOURLY RATES**  
**STANDARD RATE SCHEDULE**

E-5	ENGINEER 5 .....	\$165/HOUR
E-4	ENGINEER 4 .....	\$155/HOUR
E-3	ENGINEER 3 .....	\$135/HOUR
E-2	ENGINEER 2 .....	\$120/HOUR
E-1	ENGINEER 1 .....	\$110/HOUR
EIT-4	ENGINEER IN TRAINING .....	\$105/HOUR
EIT-3	ENGINEER IN TRAINING .....	\$100/HOUR
EIT-2	ENGINEER IN TRAINING .....	\$95/HOUR
EIT-1	ENGINEER IN TRAINING .....	\$90/HOUR
CADD-4	CADD DESIGNER .....	\$100/HOUR
CADD-3	CADD DESIGNER .....	\$95/HOUR
CADD-2	CADD DESIGNER .....	\$80/HOUR
CADD-1	CADD DESIGNER .....	\$60/HOUR
CAD-4	CAD DRAFTER.....	\$80/HOUR
CAD-3	CAD DRAFTER.....	\$70/HOUR
CAD-2	CAD DRAFTER.....	\$60/HOUR
CAD-1	CAD DRAFTER.....	\$50/HOUR
A-1	CLERICAL .....	\$60/HOUR
RLS	REGISTERED LAND SURVEYOR, PROJECT MANAGER.....	\$130/HOUR
RLSPC	REGISTERED LAND SURVEYOR, PARTY CHIEF .....	\$110/HOUR
LSIT	LAND SURVEYOR IN TRAINING, PARTY CHIEF.....	\$85/HOUR
NRL	NON-REGISTERED LAND SURVEYOR, PARTY CHIEF .....	\$90/HOUR
T-4	CONSTRUCTION INSPECTION TECHNICIAN.....	\$105/HOUR
T-3	PROJECTCOORDINATOR.....	\$90/HOUR
INT -1	INTERN.....	\$45/HOUR
	MARKETING DIRECTOR .....	\$60/HOUR
	GIS COORDINATOR .....	\$95/HOUR
	INSTRUMENT PERSON .....	\$80/HOUR
	GPS RECEIVER .....	\$30/HOUR PER RECEIVER
	ROBOTIC TOTAL STATION.....	\$25/HOUR
	ARCHIVE FILE RESEARCH.....	\$60/HOUR, 1 HOUR MINIMUM

**OUTSIDE SERVICES** .....COST + 10%

**PRINTS**

BOND .....	\$2.75EACH
VELLUMS .....	\$5.00EACH
MYLAR .....	\$6.00EACH

**PLOTS**

BOND .....	\$5.00EACH
VELLUM .....	\$10.00EACH
MYLAR .....	\$10.00EACH
COLOR PLOTS/BOND .....	\$15.00EACH
XEROX .....	\$.09EACH
CD'S .....	\$5.00EACH
MILEAGE .....	\$.65 PER MILE
FOR ANY AND ALL SERVICES RELATED TO LITIGATION OR OTHER LEGAL PROCEEDINGS	
TWO TIMES OUR STANDARD RATES	

WORK OUTSIDE NORMAL BUSINESS HOURS WILL BE CHARGED AT 1½ TIMES HOURLY RATE. PAYMENT IS DUE UPON RECEIPT OF MONTHLY BILLINGS AND INVOICES ARE DELINQUENT THIRTY (30) DAYS AFTER DATE OF INVOICE. WORK IN PROGRESS WILL BE BILLED MONTHLY FOR PORTIONS COMPLETED AND UPON JOB COMPLETION FOR FINAL BALANCE. IF PAYMENTS ARE NOT MADE IN FULL PRIOR TO DELINQUENCY, THE CITY AGREES TO PAY INTEREST ON THE UNPAID AMOUNT AT THE RATE OF 2% PER MONTH FROM DELINQUENCY DATE. ALL PAYMENTS RECEIVED SHALL FIRST BE CREDITED TO PAYMENT OF INTEREST, AND THEN TO THE PRINCIPAL BALANCE