



PLANNING
ENGINEERING
SURVEYING

& ASSOCIATES, INC.

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Prescott AZ 86303

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July 27, 2010

374MVMUP/PRO

Bryan Witty, Director Parks & Recreation
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, AZ 86314

Dear Mr. Witty:

RE: Proposal for Design Engineering Services
Mountain Valley Park Multi-use Exercise Path

The Town plans to provide and construct multi-use paths around and through Mountain Valley Park with the aid of funding from development impact fees. The project is intended to promote a variety of uses including an exercise circuit and enhancement of park users' safety and enjoyment. A key component of the multi-use path project will be a landscape design incorporating trees, lighting, and exercise stations along the pathways. Dava & Associates, Inc. in association with BMA Architects, Planners and Landscape Architects is pleased to provide this proposal for engineering and architectural design and preparation of construction drawings for the Mountain Valley Park Multi-use Exercise Paths as follows:

CONCEPTUAL PLAN: For review and presentation, a concept plan will be prepared by BMA Architects to illustrate the preliminary ideas on the multi-use path, planting locations, lighting, and exercise station placement. BMA will prepare the concept plan based on drawings and photography assembled from Town resources by Dava & Associates, Inc. Meetings with Town Staff, the Parks & Recreation Committee, and Town Council are anticipated to discuss the merits of the plan.

DESIGN PERIOD: Upon approval of the concept plan Dava & Associates will provide layout and design for the paths based on the results of the preliminary discussions. Accessibility and drainage conveyance will be considered during the design phase. BMA Architects will provide the landscape design for the type, size, and location of the various trees to be planted along the paths. BMA will provide the irrigation plan to initiate and sustain the plantings. Pathway lighting, exercise stations, and path signage will be addressed by BMA with details and specifications.

Construction drawings at a 60 % level will be prepared and submitted for review by the Parks and Recreation Staff. We will prepare a preliminary cost estimate for inclusion with the 60% submittal. We will make adjustments to the construction drawings as necessary to incorporate input from your staff and prepare 95% level plans and specifications for a final review. The estimate will be updated to reflect the 95% plans. Once the final review by your staff is concluded, we will make final modifications to the plans, specifications, and estimate.

Bryan Witty
Director Parks & Recreation
Town of Prescott Valley
July 27, 2010

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BID & AWARD PERIOD: We will prepare cost estimates, specifications, and bid documents to reflect the requirements and intent of the final plans. We and BMA will attend preconstruction meetings, address contractor questions, and prepare addenda as needed to solicit bids. We will assist the Town in obtaining and evaluating contractor bids and provide a recommendation for the award of contract.

The following estimated maximum fees required for the scope of services described above and in the enclosed BMA proposal are based upon the staff hour estimate also enclosed:

Design Period	
Dava & Assoc	\$25,640.00
BMA	\$16,632.00
Bid Period	
Dava & Assoc	\$ 2,720.00
BMA	\$ 1,650.00
Reimbursable	<u>\$ 550.00</u>
TOTAL	<u>\$47,192.00</u>

The above scope of services will be provided on a time and materials, not to exceed, basis in accordance with our Town Engineer contract. If this proposed scope of services meets with your approval, we are ready to proceed at your direction. We have enclosed a copy of BMA's proposal.

Should you have any questions, please contact me.

Sincerely,

DAVA & ASSOCIATES, INC.


Gordon Bowers, P.E.
Civil Engineer

GB:lw

Encl.

cc: Ryan Judy, Deputy Town Manager
Kim Moon, P.E., Capital Projects Coordinator
Peter Bourgois, BMA Architecture



PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES

CLIENT INFORMATION

Client Name: Dava & Associates
Mailing Address: 310 Union Street, Prescott, AZ 86303
Phone Number(s): 928-778-7587
Facsimile Number: 928-778-1047
E-Mail Address: gordonb@davacivil.com
Contact Person: Gordon Bowers

PROJECT INFORMATION

Project Names:	Mountain Valley Park MUP and Landscape	Proposal Date:	7/15/2010
Project Location:	Prescott Valley, AZ	Estimated Start Date:	8/1/10
Project Number:		Estimated Completion:	12/1/10

Start and Completion Dates are estimates only. Final dates depend upon the time required for Town to review.

SUMMARY OF WORK

This proposal is for providing Landscape Architectural services for the multi-use path. Work will consist of preparing a Concept Plan, meeting with Parks and Recreation Commission, meeting with Town council, meetings with town staff and preparation of landscape, irrigation plans and lighting plans for multi-use path and landscape improvements in a portion of Mountain Valley Park, Prescott Valley, AZ.

ASSUMPTIONS

It is assumed that Dava & Associates will provide all boundary, topographic mapping, and civil/site design plans in a digital format compatible with BMA's software (AutoCAD Civil 3D). It is also assumed that Dava & Associates will provide water pressure information for points of connection for the irrigations system. Town will provide a cut-sheet for the proposed bollard lights.

SCOPE OF SERVICES

Task 1 - Concept Plan

BMA will prepare conceptual landscape plans showing preliminary MUP, exercise stations, lighting and planting locations. The plans will be “sketch” color plans drawn at the scale of 1”=20’ (or appropriate scale). Preliminary plant lists will be provided as well as descriptions of the exercise stations, signage, and bollard lighting. The plans will be reviewed with Town staff, Parks and Recreation Commission, and Town Council.

Work Products:

- Color Concept Plan
- Meetings (3) – Town Staff, Parks and Recreation Commission, Town Council
- Prelim Plant List
- Exercise Stations/Signage
- Prelim bollard lighting layout

Task 2 – Landscape and Irrigation Plans and Details

Following review and approval of the Concept Plan the Landscape Plans will be prepared and submitted for review and approval. Construction Documents will be prepared in sufficient detail for bidding and construction. Accompanying the plans will be an Opinion of Probable Cost. The plans and drawings will include the following:

Planting Plans

BMA will prepare planting plans based upon review and approval of the Concept Plan. The plans will include the final locations of all landscape plantings. The plans will include the locations, species, quantities, and sizes of all plant materials. We will coordinate all the plans with Dava & Associates final MUP plans and grading.

Irrigation Plans

Irrigation plans will be prepared to accompany the planting plans. The plans will show the locations and sizes of all meters, backflow prevention, valves and distribution lines. Note: The Assumption has been made that no booster pumps will be required to provide adequate irrigation, thus no booster pump design is included.

Planting and Irrigation Details and Specifications

Details will be prepared for the planting and irrigation plans showing all methods of planting installation, irrigation system components and specifications. Notes and specifications will be provided on the drawings sheets.

Exercise Path and Signage Details and Specifications

Details and specifications will be prepared for the exercise stations and signage. The details and specs will be incorporated into the CD’s.

Lighting Plan

A lighting plan will be provided that includes a one-line diagram for the site lighting and circuiting. Panel locations and details will be provided as well as bollard light base. Town will provide preferred style (manufacturer) for bollard light.

Plan Review and Revisions

Plan will be provided to Town staff for review and comment. We will meet with Town staff to review the comments. The plans will be finalized based upon the comments.

Bidding Assistance

BMA will assist with the bidding process by attending a pre-bid conference, answering bidders questions and issuing addendums during bidding.

Work Products:

- Planting Plans and Details
- Irrigation Plans and Details
- Exercise Path and Signage Details
- Electrical Plan
- Plan Review and Revisions
- Bidding Assistance

FEE FOR SERVICES

Scope Item	Fee	Total
Task 1 Concept Plan, Meetings, and Review	\$ 3,100	
Task 2 Landscape and Irrigation Plans and Details, Meetings, Review, Final Plans	\$13,520	
TOTAL		\$16,620

RATE SCHEDULE

The following rate schedule shall be used in computing fees for hourly fees, proposals for additional services and reimbursed expenses.

Principal/ Licensed Professional	\$120.00
CADD Draftsperson	\$55.00
Administrative Support	\$45.00
Sub-consultants	Direct Cost plus 15%
Project Supplies and Blueprinting	Direct Cost plus 15%
Shipping, Plots, Faxes, Telephone	Direct Cost plus 15%
Transportation, Lodging, Meals	Direct Cost plus 15%

TERMS AND CONDITIONS

The Firm, referred to here as BMA, shall perform the services outlined in this agreement for the stated fee arrangement.

Fee:

Fee is Lump Sum plus expenses. Where the fee arrangement is based on an hourly basis (time and expense), or extra work is required due to a change in project scope, the hourly rates shall be those that prevail at the time services are rendered.

Any agreement, which is not accepted within ninety (90) days, is void as to fees quoted unless

specifically reconfirmed in writing by the Firm.

Billings/Payments:

Invoices for the Firm's service shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Fees shall be payable within 15 days of invoice date. If the invoice is not paid promptly, the Firm may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Deposit shall be credited to the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.0% on the then unpaid balance (12% annual rate) at the sole discretion of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

Indemnification:

The Client and the Firm mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the Firm's fee.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

Dispute Resolution:

All disputes, including claims and counterclaims, shall be resolved by mediation, followed by, if necessary, binding arbitration, both according to the rules of the American Arbitration Association.

CADD Risk Management:

Any use, reuse of CADD adaptation of documents produced by the Firm, on behalf of the Client or others without the express written consent by the Firm for the specific purpose intended will be at the Client's risk and full legal responsibility.

Ownership of Documents:

All documents produced by the Firm under this agreement shall become property of the Owner and may be used on the project site that the Firm was hired to design for. The documents may not be used by the Client for any other endeavor without the written consent of the Firm.

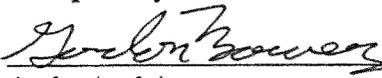
Certifications:

Guarantees and Warranties -- The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Access to Site:

Unless otherwise stated, the Firm shall have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Accepted by:



Authorized Agent
Dava & Associates



Peter D. Bourgois
BMA Architects Planners &
Landscape Architects, LLC

7/27/10

Date:

7-15-10

Date:

CLIENT: TOWN OF PRESCOTT VALLEY
 JOB: CONSTRUCT MULTI-USE PATH WITHIN MOUNTAIN VALLEY PARK
 DATE: July 13, 2010

ITEM	DESCRIPTION	PRIN	SRPE	EIT	TECH	SRLS	JRLS	2CREW	3CREW	GPS	CLRCL	REIMB	TOTAL	TOTAL COST
		\$100	\$95	SRDSN \$75	\$65	\$85	\$65	\$100	\$140	\$25	\$40	\$\$	HOURS	
A	CONCEPT PLAN													
1	BASE MAP	2	2		12								16	\$1,170.00
2	REVIEW & COORD	2	2										4	\$390.00
3	BMA											\$3,100		\$3,410.00
4	REIMBURSABLE											\$100		\$110.00
	SUBTOTAL	4	4	0	12	0	0	0	0	0	0	20	20	\$5,080.00
B	PRELIM PLANS													
1	TOPO SURVEY		2			4		32		32			38	\$4,530.00
2	BASE MAP		4		8		8						20	\$1,420.00
3	L/OUT & DESIGN		4	8	16								28	\$2,020.00
4	CONSTRUCTION DWGS		8	32									40	\$3,160.00
5	PRELIM ESTIMATE		4	4	8								16	\$1,200.00
6	UTILITY COORD		4		4								8	\$640.00
7	REVIEW & COORD	2	4	8							2		16	\$1,260.00
8	BMA											\$5,000		\$5,500.00
9	REIMBURSABLE											\$100		\$110.00
	SUBTOTAL	2	30	52	36	4	8	32	0	32	2	166	166	\$19,840.00
C	95% PLANS													
1	REFINE PLANS		4	16			2	8		8			30	\$2,710.00
2	SPECIFICATIONS	2	8								4		14	\$1,120.00
3	CONST EST		2	4	8								14	\$1,010.00
4	REVIEW & COORD	2	4	8							2		16	\$1,260.00
5	BMA											\$4,500		\$4,950.00
6	REIMBURSABLE											\$100		\$110.00
	SUBTOTAL	4	18	28	8	0	2	8	0	8	6	74	74	\$11,160.00
D	FINAL PLANS													
1	COMPLETE PLANS			8									8	\$600.00
2	ESTIMATE	2	2	4	8								16	\$1,210.00
3	SPECIFICATIONS	4	4								4		12	\$940.00
4	UTILITY COORD		2	2									4	\$340.00
5	REVIEW & COORD	2	4								2		8	\$660.00
6	BMA											\$2,520		\$2,772.00
7	REIMBURSABLE											\$200		\$220.00
	SUBTOTAL	8	12	14	8	0	0	0	0	0	6	48	48	\$6,742.00
E	BID & AWARD													
1	BID	2	4								4		10	\$740.00
2	PRECON & ADDENDA	2	12								4		18	\$1,500.00
3	BID REVIEW & AWARD	4									2		6	\$480.00
4	BMA											\$1,500		\$1,650.00
5	REIMBURSABLE													\$0.00
	SUBTOTAL	8	16	0	0	0	0	0	0	0	10	34	34	\$4,370.00
	PROJECT TOTAL	26	80	94	64	4	10	40	0	40	24	342	342	\$47,192.00
	DESIGN SERVICES													
	D&A													\$25,640.00
	BMA											\$15,120		\$16,632.00
	BID/AWARD													
	D&A													\$2,720.00
	BMA											\$1,500		\$1,650.00
	REIMBURSABLE											\$500		\$550.00
	TOTAL													\$47,192.00