COUNCIL DECISION REQUEST

SUBJECT: Payson Event Center Master Plan Contract—Cleland Group

MEETING DATE: February 7, 2008

PAYSON GOAL: NEW: EXISTING: X

ITEM NO.:

TENTATIVE SCHEDULE: February-May, 2008

SUBMITTED BY: Rick Manchester,
Parks and Recreation Director

AMOUNT BUDGETED: $0.00

SUBMITTAL TO AGENDA

EXPENDITURE REQUIRED: Total $86,247
$50,000 in 2007/08 budget and
$36,247 in 2008/09 budget

APPROVED BY TOWN MANAGER

CONT. FUNDING REQUIRED: $50,000

EXHIBITS (If Applicable, To Be Attached):

Exhibit A--Scope of services and draft standard Payson contract

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POSSIBLE MOTION

I move to approve the contract with Cleland Group Architects to conduct design development and master plan for the Payson Event Center for $86,247 and authorize the Mayor to sign contract documents. This will require an expenditure of $50,000 from 2007/08 contingency and the balance to budgeted for in the 2008/09 budget planning cycle.

SUMMARY OF THE BASIS FOR POSSIBLE MOTION:

The Cleland Group has been part of a rigorous selection process that included interviews by a selection committee, presentation to PECTAC, and approval by the Town Council to begin negotiations of scope and fee. This contract is for the first of three planning phases for the Event Center.

This phase includes design development (master plan) and includes elements such as event center uses, operating plans, specific site (location), etc. It also includes consideration given to neighboring properties and potential expansion to the west. The architect will work closely with a citizen based technical advisory committee and Town Staff. This phase requires separate tasks completed simultaneously by staff and the consultant but they must work closely together to achieve the goals and priorities of the town's stakeholders.

PROS:

- The firms that made presentations are all well qualified to do an excellent design based on broad public input for an indoor or covered rodeo grounds/multiuse event center. The selection process was rigorous and fair. Receiving the number of SOQs is an indicator that the RFQ communicated the town's needs adequately. There were several comments made by candidates that the selection process, materials, and information were well organized.

CONS:

- The funding for this project was not specifically allocated for in this year's budget cycle.
- The aggressive planning schedule previously provided has been "loosened" based on the new completion date of February in 2010. The estimated completion date for the conference center and hotel was provided by developer through the lease documents.

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COUNCIL DECISION REQUEST

PUBLIC INPUT (if any):

- Several Payson Event Center Technical Advisory Committee (PECTAC) meetings.
- December 13, 2007 Town Council meeting regarding the direction to begin scope negotiations.
- The members of PECTAC will review during their February 6th, 2008 meeting but after their original review of the scope of service I anticipate that they will recommend council approval of the scope and fee for services.

BOARD/COMMITTEE/COMMISSION ACTIONS/RECOMMENDATIONS (if any) (give dates and attach minutes):

FUNDING:

Account Number:	Title:	Amount: $
Account Number:	Title:	Amount: $
Account Number:	Title:	Amount: $
Account Number:	Title:	Amount: $
		Total Cost: $

CFO: _____ Date: _____

DRAFT

AGREEMENT
BETWEEN Cleland Group
AND THE TOWN OF PAYSON
FOR PROFESSIONAL SERVICES IN CONNECTION WITH
Completing design development (master plan) for the Payson Event Center.

THIS AGREEMENT entered into this __ day of _____, 2008 by and between ***Cleland Group***, 319 East Palm Lane, Suite 100, Phoenix AZ 85004, (hereinafter referred to as the "Engineers and Architects" or "E/A") and the Town of Payson, a municipal corporation, located at 303 North Beeline Highway, Payson, Arizona 85541 (hereinafter referred to as "Client").

RECITALS

A. Client desires to engage E/A to provide professional services; and

B. Client finds that the proposed Scope of Services and terms of this Agreement are acceptable; and

C. E/A desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, based upon the mutual promises, covenants and conditions herein contained, the Parties do hereby agree as follows:

Section 1. Terms and Conditions

A. Employment of the E/A. Client hereby engages E/A and E/A hereby agrees to perform the professional services as set forth herein.

B. Scope of Services. E/A shall perform, in a proper and professional manner, the services set forth in the Scope of Services, marked Attachment "A", attached hereto, and by this reference incorporated herein as though set forth in full at this point. The work is generally described as:

Developing a master plan for the Payson Event Center.

C. Time for Completion. The professional engineering report for the Payson Event Center as defined in Attachment "A", Scope of Services, shall be completed within approximately 0000 calendar days from date of execution of this contract.

D. Extra Services. E/A shall provide extra services, not specifically called for in Attachment "A", Scope of Services, upon request or authorization of the Client at a fee to be determined at the time of the request. However, it is the intent that the Scope of Services, with modifications by the E/A in the Special Provisions, if any, is complete and sufficient to accomplish the purposes of this Agreement.

E. Changes. If Client has requested modifications or changes in the extent of the Project, the time of performance of the services of E/A and the compensation therefore shall be adjusted appropriately and shall be incorporated in written amendments to this Agreement. Notwithstanding the foregoing, E/A shall perform no modification, changes or additional work, except as and until authorized in writing by Client to do so.

F. Fees. Client shall pay E/A, for the services set forth in Attachment "A", Scope of Services, a lump sum fixed fee of Eighty Six Thousand two hundred and forty seven dollars ($86,247.00).

G. Payment. E/A will submit to Client monthly invoices based on a percentage of work completed along with all reimbursable expenses incurred. Client will be responsible for paying the invoice in full within thirty (30) days of receipt. If Client fails to make any payment due E/A for services performed as set forth in Attachment "A", Scope of Services, within thirty (30) days after receipt of E/A's bill therefor the amounts due E/A shall include a charge at the rate of 1.50% per month from said day; and in addition E/A may suspend services under this Agreement until it has been paid in full all amounts due it for services and expenses. E/A shall be entitled to actual costs for remobilizing on any work suspended for thirty (30) days or more on account of non-payment or a substantial portion of the fee within the time prescribed in this Agreement.

H. Reimbursables. Unless otherwise stated in Attachment "A", Scope of Services, charges for out-of-pocket expenses not directly furnished by E/A will be paid by Client at a rate of 1.10 times the cost of such expense, up to a maximum of Five Hundred Dollars, excluding subconsultants, in addition to the amount set forth in paragraph 2 (F) herein above. E/A shall not be entitled for payment for printing or copying that occurs during the normal course of work required to accomplish the Scope of Services, except as authorized by the Client. Printing, binding, copying and deliveries of inspection reports, field notes and record drawings for the Client shall not be considered reimbursable.

I. Ownership and Re-Use of Documents. All documents, including original drawings, estimates, specifications, field notes, inspection reports, testing results, record drawings and data are and shall be the property of the Client, and shall be provided to the Client upon request during the term of this Agreement, and without demand at the conclusion of this Agreement. Client will not reuse the documents for any other project unless E/A has given written authorization to do so.

J. Delays Beyond the Control of the E/A. It is agreed that events which are beyond the control of the E/A may occur which may delay the performance of the Scope of Services of this Agreement. In the event that the performance of the Scope of Services by the E/A is delayed beyond its control, the E/A shall notify, in writing, the Client of such delay and the reason therefor, and Client shall extend the time of performance appropriately.

K. Liability of E/A. E/A shall be liable only for damage caused by negligence of it, its employees, sub-consultants or subcontractors. E/A shall notify Client of the engagement of any and all subcontractors or consultants, and client shall have sufficient and adequate opportunity to review the qualifications of such subcontractors or consultants, and shall have the right to approve or disapprove their engagement. Client requires subcontractors or consultants of the E/A shall provide appropriate certificates of insurance to the client prior to their performing of any work relating to this Agreement.

L. Problems. Any problems relating to the services provided herein are to be brought to the attention of E/A as soon as encountered and, if possible, before E/A incurs any obligations. E/A reserves the sole right to correct any errors it is responsible for, including, but not limited to, the selection of a subcontractor or sub-consultant and the negotiation of fees.

M. Indemnification. To the fullest extent permitted by law, the E/A shall defend, indemnify and hold harmless the Town of Payson, its agents, officers, officials and employees from and against all tortuous claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions of the E/A, its agents, employees, or any tier of E/A's sub-consultants in the performance of this Contract. E/A's duty to defend, hold harmless and indemnify the Town of Payson, its agents, officers, officials and employees shall arise in connection with any tortuous claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any E/A's negligent acts errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the E/A, any tier of E/A's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the E/A may be legally liable.

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

N. Insurance. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town of Payson, constitute a material breach of this Contract.

The E/A's insurance shall be primary insurance as respects to the Town of Payson, and any insurance or self-insurance maintained by the Town of Payson shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town of Payson.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town of Payson, its agents, officers, officials and employees for any claims arising out of the E/A's negligent acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town of Payson under such policies. The E/A shall be solely responsible for the deductible and/or self insured retention and the Town of Payson, at its option, may require the E/A to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Town of Payson, its agents, officers, officials and employees as Additional Insureds.

Required Coverage

General Liability.	$1,000,000 / occurrence;	$2,000,000 aggregate.

Workers' Compensation. $100,000 / accident; $100,000 disease; $500,000 disease limit
Professional Liability $1,000,000 per claim.

Prior to commencing work or services under this Contract, E/A shall furnish the Town of Payson with Certificates of Insurance, or formal endorsements as required by the Contract, issued by E/A's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Town of Payson fifteen (15) days prior to the expiration date.

O. Termination of Contract. This Agreement may be terminated by either Party at any time upon thirty (30) days prior written notice to the other Party. Upon such termination, Client shall pay E/A all monies owed under this Agreement for all work performed up to the effective date of termination. Unless sooner terminated, this Agreement shall terminate fourteen (14) calendar days after completion of construction. In the event of such cancellation, all work performed by E/A up to that time, including but not limited to field information, studies and rough or final drafts of working papers, shall be delivered to the Client by E/A.

P. Publicity. No information relative to the Project shall be released by E/A for publication, advertising, or for any other purpose without the prior written approval of the Client.

Q. Supplementary Conditions. Supplementary Conditions, if any, shall apply to this Agreement, are set forth in Attachment "B", Supplementary Conditions which is attached hereto and incorporated herein by this reference as though set forth in full at this point.

R. Entire Agreement. This Agreement, with attachments, represents the entire understanding between Client and E/A in respect to the Project, all prior understanding and agreements are merged herein and this Agreement may only be modified by an instrument in writing executed with the same formalities as this instrument.

S. Successors and Assigns. Client and E/A each binds himself and his partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither Client nor E/A shall assign, sublet or transfer its interest in this Agreement without the written consent of the other; however, E/A may employ others to assist him in carrying out its duties under this Agreement. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and E/A.

T. Dispute Resolution. This Agreement shall be governed and construed in accordance with the internal laws of the State of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are incorporated herein, and which provides for cancellation of contracts by the municipality for certain conflicts of interest. With the written consent of both Parties, any dispute, controversy, claim, or

cause of action arising out of or related to this Agreement may, but in no event need, be settled by submission to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. § 12-1501, et seq. Judgment upon any award rendered by the arbitrator(s), if filed in Arizona Superior Court, shall be filed in the Superior Court of Gila County, Arizona; or any such dispute, controversy, claim, or cause of action may be litigated in the Superior Court of Gila County, Arizona. The venue for any such dispute shall be Gila County, Arizona, and both Parties consent in advance to such venue and jurisdiction and waive any right to object that Gila County is an inconvenient or improper forum based upon lack of venue. Neither Party shall be entitled to recover from the other party any of its attorneys' fees, costs, or expert witness fees incurred in any such dispute, controversy, claim, or cause of action, but each party shall bear its own attorneys' fees without contribution from the other party, whether the same is resolved through arbitration, litigation in a court, or otherwise.

WITNESS WHEREOF, E/A and Client have executed this Agreement on the day and year first above written.

Town of Payson
303 N. Beeline Highway
Payson, AZ 85541
Telephone: (520) 474-5242
FAX: (520) 474-7052

By: _____ Attest
Mayor Town Clerk

Cleland Group
319 East Palm Lane Suite 100
Phoenix AZ 85004
Telephone: (602) 254-6464
FAX: (602) 257-5858

By: _____

Title: _____

APPROVAL AS TO FORM

The Town of Payson Legal Department has reviewed this contract and approved it as to form. When reviewing this contract for form, the Legal Department considers whether the following situations have been addressed:

I. Identification of parties;
II. Offer and acceptance;
III. Existence of contract consideration (we do not review to determine if consideration is adequate);
IV. That certain provisions specifically required by statute are included (i.e., provisions concerning non-availability of funds and conflict of interest, A.R.S. § 38-511).

We have not reviewed the contract for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the contract or the underlying transaction. In addition, approval as to the form should not be considered approval of the underlying policy considerations addressed by the contract.

Dated this _____ day of _____, 200__.

By_____
Samuel I. Streichman, Town Attorney

EXHIBIT 'A'
SCOPE OF SERVICES

ADD AS NECESSARY

EXHIBIT 'B'
SUPPLEMENTARY CONDITIONS

ADD AS NECESSARY

CLELAND-GROUP

Payson Event Center
Scope of Work Outline
1/28/08

Phase One: Data Collection - Programming and Site Analysis

Meeting

1.1 Programming – Meeting with the PECTAC members to review the existing conditions of the site and refine the scope of work elements and schedule.

1.1.1 **Kickoff Meeting** – meeting with PECTAC and site walk of the Payson Event Center

1.1.2 **"Wall Mapping" Session** – facilitate a preliminary "Wall Mapping" session with the PECTAC members to identify the initial Goals, Facts, Needs, Issues and Ideas for development of the project.

1.1.3 **Existing Site Review** – Field walk of existing site and photo documentation of key opportunities and constraints.

Meeting

1.2 Site Analysis & Pre-engineering Analysis– Provide a general site investigation to document the existing physical conditions and past usage of the Event Center facilities. Work to include;

1.2.1 Preliminary meeting on site with Tetra Tech engineers to review existing conditions.

1.2.2 Pre-Engineering and Use Analysis – Collect and review all as-built data and historical data on the site development related to facilities, utility infrastructure, hydrology & drainage, traffic/circulation/parking, lighting and electrical sources. Review Town of Payson records and past site work and develop AutoCAD plan on survey base to include;

1.2.2.1.1 Site review of existing conditions

1.2.2.1.2 Integrate existing topographic and survey base information into AutoCAD base. Note: work does not include any re-survey, aerial mapping or ALTA survey work.

1.2.2.1.3 Review existing utility infrastructure information and incorporate the available information regarding the location, sizes and service capacity of the existing water, sewer, storm drain systems, electrical service and sizing and adjacent offsite service main line locations (sizes and capacities) into the AutoCAD base for future use.

1.2.2.1.4 Hydrology & Drainage – Review the past site hydrology and drainage work previously completed on the site and prepare a "Drainage Memo" summarizing the constraints on the site that may impact future development.

1.2.2.1.5 Traffic, Circulation and Parking Facilities - Incorporate the existing information available at the city on traffic, circulation and parking facilities into the AutoCAD base. Review existing access and parking systems and identify implications from future developments (i.e. Convention Center & Hotel facility roadway requirements), that may

impact the development of the facility in the future. Identify and list historical discussions and options relating to Interstate 87 (Beeline Highway) relating to pedestrian connections to the casino and hotel (i.e. tunnel etc.) and any perceived changes that maybe required at the lighted intersection with the park entrance.

1.2.2.1.6 Existing Site Lighting Analysis – the design team electrical engineer will evaluate the existing lighting infrastructure and equipment.

1.2.2.1.7 Existing Conditions Summary Report – Prepare a 2-3 page summary report (to include the "Drainage Memo") summarizing the findings and present conditions of the site and identify any constraints that may impact future development or expansion of the site facilities. Note: Portions of the text and electronic copies of the aerial and base information will be used in Newsletter #1.

1.2.3 AutoCAD Base Plan - Develop AutoCAD base file for future design work

1.3 Preparation of Newsletter #1 "DRAFT" for review. This first newsletter will explain the purpose of the project, present the past usage of the facility and request community member's attendance at the first public meeting to collect input and ideas on their part for the future development of the facility.

Meeting	Meeting with PECTAC to review Phase One Data and Newsletter #1 "DRAFT"
Meeting	Presentation to City Council to present Phase One Data and Newsletter #1 "DRAFT"

1.4 Issuance of Newsletter # One – Following approval of Phase One elements by City PECTAC and City Council the Cleland Group will finalize Newsletter #1 and submit it to the towns Park and Recreation Department for printing and mailing.

Compensation Phase One:

- **Cleland Group (Prime Consultant / Landscape Architect / Planner) ... $9,530.00**
- **Tetra Tech (Civil Engineer) $16,080.00**

Phase Two: Public Involvement

Public Involvement – Conduct public involvement sessions with the citizen's of the Payson community to collect input on the development of the Event Center, and "Interviews" with the adjacent land owners. Work tasks to include the following;

Meeting

2.1 Existing Facilities Analysis – Facilitate and "open house" and "interviews" with user groups of the facility.

2.1.1 Interviews– Hold interviews with user groups and adjacent land owners to collect data on past and future use needs and incorporate future plans of adjacent land owners.

2.1.2 Preparation of Existing Data Boards for use at Public Involvement Meetings – Work to include the following;

- Events Analysis - Identification of types and number of annual and monthly events hosted by the facility in the past.
- Opportunities and Constraints Map - Identification of opportunities and constraints experienced historically by past user groups.
- Existing Use Plan - Development of "Existing Use Plan" and list of typical annual events schedule and past attendee volume estimates.

Meeting

2.2 **Public Involvement Meeting #1** – The Cleland Group design team will facilitate and Open meeting with the community members to listen to and collect their input on the development of the facility. General Agenda will include;

2.2.1.1 Introductions & Explanation of the projects purpose.

2.2.1.2 Presentation and review of the existing site and facility conditions. (Note: Emphasis will be made that no design work has been started until the community members help in the development of the goals and ideas for the project)

2.2.1.3 Community Members Questionnaire – Distribute a questionnaire to all participants attending the meeting for the attendees to give input on the following areas (.i.e. past historical use of the facility)

- Goals – What role should the facility play in the community in the future?
- Issues – What issues must be adhered to in the development of the facility? (i.e. functions, character, commercialization)
- Needs – What is lacking at the facility that would build on the community's image and identity?
- Ideas – What different ideas do the community members have for new events at the facility?
- Summary of Findings – Cleland Group design team will document and prepare a summary of the input from the public involvement session to the PECTAC members.

Meeting

2.3 **PECTAC members "Workshop"** – Utilizing the summary information from the Community Members Questionnaire, we will facilitate a two hour workshop with the PECTAC members to further refine the key ideas and develop Goals to accomplish in the development of the project.

Meeting	Presentation to City Council

Compensation Phase Two:

- **Cleland Group (Prime Consultant / Landscape Architect / Planner) … $9,090.00**

Phase Three: Economic Analysis

Work will include the business and financial analysis of the existing facility to include additional and expanded venues specifically in association with the planned Payson Event Center Hotel, Restaurant and Conference Center planned by the Hospitality Support Group, LLC, the existing Mazatzal Hotel and Casino and the adjacent Tonto National Forest Lands property.

(Note: The Town of Payson staff will assemble all available historic information on the past use and financial data on the Payson Event Center and forward to the Cleland Group for distribution to the design team.)

3.1 **Overall Economic Analysis of potential business opportunities for the Event Center** – Utilizing the potential development ideas generated by the community members in the public involvement session, Baker Leisure Group will provide an initial evaluation of the existing facility, competing facilities and identify opportunities for expansion. Work tasks will include;

3.1.1 Demographic and Industry review and assessment

3.1.1.1 Research and Data Collection: Utilizing internet research The Baker Leisure Group will collect all pertinent data on competing facilities within the state and similar facilities from neighboring states that operate comparableequestrian and event centers. This data will be compiled as a data base and foundation to evaluate future expansion and development of the Payson Event Center.

3.1.1.2 A summary report of 1-3 pages will be developed to outline existing facilities of a similar nature.

3.1.2 Competitive Analysis

3.1.2.1 Comparable Facility Analysis: Baker Leisure Group will perform a competitive analysis of the competing market facilities and other similar facilities and identify 2-3 alternatives of development for the Payson Event Center.

3.1.2.2 Designers Study Session: Cleland Group will hold a 2 hour telecon design session to evaluate the business alternatives with the physical constraints on the site, with Baker Leisure Group and Tetra Tech Engineers. Work will be coordinated with the designers to identify which types of venues and facilities can be physically expanded or added to the existing facility to meet the new economic venues. The conclusion of the session will result in an alternative for renovating the existing facility (approx. $1 to $3 million improvements), a second alternative for moderately expanding the facility $3 to $5 million) and overall updating and expansion of the facility for new venues ($5 to $8 million).

3.1.2.3 Alternative Facility Analysis: Baker Leisure Group will provide an analysis and comparison of the three alternatives to include a brief discussion on the following areas;

- Estimated attendance in comparison with the capital expenditures required for each alternative improvement (as provided by the Cleland Group designers and engineers)
- Financial Analysis: A preliminary review and discussion on the potential revenue projections given the proposed facilities and cost of required facility improvements.
- Preliminary capital investment assessment / warranted investment level projections for each alternative.
- Final summary of the pros and cons of each alternative given the market and cost of development of each.

Meeting

3.2 PECTAC Work Session – Meeting with the PECTAC members to evaluate the business projection model and recommendations in comparison with the previously identified goals and objectives for the project development. Work tasks to include;

3.2.1 Comparison of facility expansion versus community goals
3.2.2 Financial evaluation of funding and sponsorship opportunities
3.2.3 Identification of long term facility development and design program

Meeting

Presentation to City Council

3.3 Newsletter #2 – Issuance of Newsletter #2 - Following approval of Phase Two and Three elements by City PECTAC and City Council the Cleland Group will finalize Newsletter #2 and submit it to the towns Park and Recreation Department for printing and mailing to the community members. The newsletter will outline the progress in work on the business analysis and request for their attendance to review the findings and give their recommendations for future development.

Meeting

3.4 Public Involvement Meeting #2 -

3.5 Summarize input and finalize design program

Compensation Phase Three:

- **Cleland Group (Prime Consultant / Landscape Architect / Planner) ... $7,635.00**
- **Baker Leisure Group (Business Analysts) $17,000.00**

Phase Four: Conceptual Master Plan Development

4.1 **Conceptual Master Plan Design** – Utilizing the public input and business plan the Cleland Group will work with the city staff in the preparation of conceptual master plan for the event center. Work will be prepared as "bubble diagrams" illustrating the general use areas and relationship of each area to other facilities on the site.

4.1.1 **Preliminary Concept Development Design Charette (2 day)** - the design team will participate in a 2 day ***Design Charette*** in Payson and Phoenix which will include the following tasks;

Meeting

4.1.1.1 On Site Analysis & Meeting: The Cleland Group and Tetra Tech Engineers will meet on site, for ½ day to study internal site vehicular, pedestrian, equestrian, livestock etc. circulation routing and to develop preliminary "relationship diagram concepts" illustrating general roadway alignment, parking, walkways and use areas.

4.1.1.2 Site Engineering Constraints Review - The Cleland Group and Tetra Tech Engineers will meet at Tetra Tech Engineering offices in Payson to review the site base information and produce "Use Relationship Diagram Alternatives" for the overall site in the context of the engineering constraints.

4.1.1.3 Conceptual Site Plan Alternatives – The Cleland Group will return to Phoenix and discuss and refine the alternative plans over a 3-4 hour dinner work session.

4.1.1.4 Refinement of Alternative Concept Plans - The Cleland Group will review and finalize the 2-3 alternative plans in a four hour design Charette the morning of the 2nd day. Work will include evaluating each alternative and listing the opportunities and constraints of each plan, relating to the site constraints, goals and objectives of the public from the public involvement sessions and the Economic Business Plan model.

4.1.1.5 Conceptual Master Plan Development – Following the completion of the Design Charette the Cleland Group will develop final graphic renderings of each of the alternative concept plans. These renderings will be "freehand" sketches to scale on "tissue" overlays of the base map, preliminary in nature but suitable for evaluation and review by the City Council and PECTAC meetings.

4.1.1.6 Order of Magnitude – Development of an Order of Magnitude cost estimate for each plan by the respective disciplines.

Meeting

4.2 **PECTAC Design Workshop (2 hours)** - Presentation of the Conceptual Master Plan Development Alternatives to PECTAC by the Cleland Group. Review and documentation of the opportunities, constraints and development costs of each and review for compliance to the public involvement "Design Program" requirements, review for adherence to the Economic Business Plan model. Selection of a Preferred Plan and begin discussion of a phasing strategy if needed.

4.3 **Finalize "Preferred Alternative" Concept Master Plan** – Finalize the results from the previous PECTAC Design Workshop and refine plan.

4.4 **Order of Magnitude Cost Estimate & Phasing Plan** – Preparation of preliminary construction cost estimates for the development of the "Preferred Alternative" Concept Master Plan" for the Event Center and establishment of a preliminary phasing plan.

Meeting

Meeting with PECTAC

Presentation to City Council

4.5 **Newsletter #3** – Issuance of Newsletter #3 to the community members illustrating proposed Conceptual Master Plan and Order of Magnitude Cost Estimate and request for their input and comments.

Meeting

4.6 **Public Involvement Meeting #3** - Presentation of the "Preferred" Master Plan and Phasing Plan and solicitation of comments and revisions from the public.

4.7 Summarize input and make revisions as required from Public Involvement Meeting #3 to the "Preferred" Concept Master Plan.

Compensation Phase Four:

- **Cleland Group (Prime Consultant / Landscape Architect / Planner) ... $22,060.00**
- **Tetra Tech (Civil Engineer) $4,852.00**

Phase Five: Design Development (N.I.C.)

5.1 Final Master Plan Development

5.1.1 Preparation of Final Master Plan and Architectural Renderings
5.1.1.1 Finalize hardscape of structures and walkways and enter into AutoCAD base
5.1.1.2 Develop colored elevations and sections of the site elements
5.1.1.3 Develop colored site Master Plan

5.1.2 Development of Pre-engineering elements for Final Master Plan, and enter into AutoCAD base. Elements to include;
5.1.2.1 Utility infrastructure mainline routing plans

5.1.2.2 Review and refine parking and roadway horizontal control and enter into AutoCAD base.

5.1.2.3 Develop concept master grading plan and drainage memo as required.

5.1.3 Develop Final Cost Estimate and Phasing Plan

5.2 Architectural and Site Theming Design

5.2.1 **Community Analysis and Theming Board Development** – Develop a photo mosaic board of the Payson community's architectural character and site theming elements.

5.2.2 **Preliminary Concept Sketches** – Preparation of architectural and site Monumentation elements (i.e. columns, gates, fencing, benches etc)

5.2.3 **Theming Meeting** - Presentation and refinement of design development theming elements to the PECTAC members

5.2.4 **Refinement of concept sketches and final materials color boards**

5.2.5 **Product Information & Color Boards** - Identification of product information for specific design elements relating to the proposed facilities (i.e. lighting, equestrian facilities, concert facilities etc.)

5.2.6 **Phasing Plan** - Identification of Phase One development for the Event Center redevelopment

5.3 Newsletter #4 – Issuance of Newsletter #4 to the community members illustrating proposed design theming and projected Phase One Development and final design and construction schedule.

5.4 Public Involvement Meeting #4

Phase Six: Construction Document's for Phase One Development (N.I.C.)

- **Preparation of all necessary architectural, engineering and landscape architectural plans and specifications for Phase One development of the Event Center** – Following the identification of the specific elements of Phase One development the Cleland Group design team will develop a detailed scope of work for the execution and bidding of the proposed improvements.

COMPENSATION:

Phase One: Data Collection - Programming and Site Analysis..... $25,610.00

- **Cleland Group (Prime Consultant / Landscape Architect / Planner) ... $9,530.00**
- **Tetra Tech (Civil Engineer) $16,080.00**

Phase Two: Public Involvement $9,090.00

- **Cleland Group (Prime Consultant / Landscape Architect / Planner) ... $9,090.00**

Phase Three: Economic Analysis **$24,635.00**

- **Cleland Group (Prime Consultant / Landscape Architect / Planner) ... $7,635.00**
- **Baker Leisure Group (Business Analysts) $17,000.00**

Phase Four: Conceptual Master Plan Development **$26,912.00**

- **Cleland Group (Prime Consultant / Landscape Architect / Planner) ... $22,060.00**
- **Tetra Tech (Civil Engineer) $4,852.00**

SUBTOTAL Phases One through Four $86,247.00

Reimbursables **$6,500.00**

- Graphics - $3,000.00
- Airfare - $1,000.00
- Lodging - $600.00
- Meals - $350.00
- Mileage - $750.00
- In-house Printing - $500.00
- Postage / Shipping - $300.00

Assumptions:

1 **Existing and historical site data:** The town of Payson representatives will assemble and deliver to the Cleland Group all existing and historical site data and information at the time the "notice to proceed" date. This information will include but not be limited to the following;
   - Topographic and survey information of the site
   - As built information for all on-site and off-site utility infrastructure improvements
   - Historical data on the operations and financials of the event center

2. **Newsletters** – The Cleland Group will prepare an original color copy of each newsletter to the Town of Payson. The town staff will be responsible for the printing, production, and mailing costs of all newsletters and meeting announcements.
3. **Meetings** – The Town of Payson staff will coordinate and reserve the meeting rooms for all meetings and public involvement sessions.