

## **Exhibit 1.00 Project Scope by “Location”:**

A. The CMAR understands that the Project scope and services shall be broken down into the following Locations and Improvements (“Location”) subject to modifications as directed by Owner.

- 1) **Indian Bend Cross Section** – Roadway improvements along Indian Bend Road from Mockingbird to 600 feet west of Scottsdale Rd. including Visually Significant Corridor standards (VSC).
- 2) **Quail Run Signal** – Signalize the intersection of Quail Run Rd. and Lincoln Dr. which will serve as main entrance to the resort. Includes modifications of Medians (150 feet +/-).
- 3) **Lincoln and Mockingbird Westbound Right Turn Lane** – Westbound Lincoln to northbound Mockingbird right turn lane.
- 4) **Lincoln and Mockingbird Southbound Right Turn Lane** - Southbound Mockingbird to westbound Lincoln right turn lane.
- 5) **Indian Bend Traffic Circle** – Improve traffic circle with alternate pavement treatment and/or reconstruct to accommodate Mockingbird lane configurations and resort entrance.
- 6) **Indian Bend Traffic Calming** – Traffic calming elements between Mockingbird and traffic circle as determined by Town.
- 7) **Mockingbird Improvements, Lincoln to Indian Bend** – Reconstruct to include bike lane widths, raised medians, pathway, landscape elements, VSC elements, and associated civil infrastructure.
- 8) **Mockingbird Improvements, Indian Bend to Northern** - Reconstruct to include bike lane widths, raised medians, pathway, landscape elements, VSC elements, and associated civil infrastructure.
- 9) **Lincoln Improvements, Town Limits to Mockingbird, North Side and Median** - Reconstruct to include raised medians, pathway, landscape elements, VSC elements, and associated civil infrastructure.
- 10) **Lincoln Ave. Entry Signs** – Town entry signs on north and south side of Lincoln at Town limits.
- 11) **Lincoln Improvements, Town Limits to Mockingbird, South Side** - Reconstruct to VSC standards and associated civil infrastructure.
- 12) **Lincoln and Tatum Right Turn Lane** – Lengthen (and possibly widen) the westbound Lincoln to northbound Tatum Right Turn Lane – Lengthen right turn lane including associated civil improvements.
- 13) **Scottsdale Street Improvements** –
  - 13A) **Indian Bend South Side** – ½ Street widening of south side of Indian Bend from Scottsdale Rd. to 600 feet west.
  - 13B) **Indian Bnd and Scottsdale Rd.** – Reconstruct Intersection to accommodate dual left from northbound Scottsdale Rd. to westbound Indian Bend.
  - 13C) **6750 North & Scottsdale Rd.** - Reconstruct Intersection to accommodate dual left from northbound Scottsdale Rd. to westbound 6750 entrance including increased storage as available.
  - 13D) **Lincoln and Scottsdale Rd.** – Adjust timing and add right turn overlap periods as applicable.
  - 13C) **Mockingbird and Indian Bend** – Intersection enhancements and treatments dependent on 6750 N. Scottsdale Imps.

**Exhibit 2.00 Achen-Gardner Proposed Pre-Construction Services:** Achen-Gardner proposes to deliver the following services as directed by the Town and as described here-in and further qualified in Exhibits 1.00, 3.00, and 4.00.

## **2.0 General:**

A. The Construction Manager at Risk (CMAR), to further the interests of the Owner, will perform the services required by, and in accordance with this Contract, exercising the degree of care, skill and judgment a professional construction manager performing similar services in Arizona would exercise at such time, under similar conditions. The CMAR will, at all times, perform the required services consistent with sound and generally accepted construction management and construction contracting practices. The services being provided under this Contract will not alter any real property owned by the Owner.

B. The CMAR will attend Project Team meetings which may include, but are not limited to, Project management meetings, Project workshops, and special Project meetings.

C. The CMAR, when requested by the Owner, will attend, make presentations and participate as may be appropriate in public agency and or community meetings, germane to the Project. The CMAR will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required in any such public agency meetings.

## **2.1 Construction Management Plan:**

A. The scope of the Construction Management Plan is included in the included in the schedule, document review, cost modeling, preliminary estimates, subsurface investigations, value engineering, and GMP Proposal(s) components of the design phase services.

## **2.02 Project Schedule:**

A. The fundamental purpose of the Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all Project Team members for all phases of the Project and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring the teams' compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with those Project Schedule requirements. The CMAR will, however, develop and maintain the Project Schedule on behalf of, and to be used by, the entire Project Team based on input from all Project Team members. The Project Schedule will use the Critical Path Method (CPM) technique and will use scheduling software to develop the Project Schedule that is acceptable to the Owner. The Project Schedule shall be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Project Schedule will indicate milestone dates for each phase as determined.

B. The Project Schedule will detail activities to the extent required to show: (a) the coordination between a) design phase documents, (b) separate long-lead procurements, (c) permitting requirements, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) interim milestones, (h) coordination with utilities and other municipalities or agencies, (i) start-up and commissioning, and (j) occupancy of the completed Work by the Owner including obtaining the Certificate of Occupancy.

C. The Project Schedule shall include a Critical Path Method (CPM) diagram that shows the sequence of activities, the interdependence of each activity and indicates the Critical Path. The schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and float for all activities. The CPM schedule shall include all relationships between activities.

D. The CMAR will provide updates and/or revisions to the Project Schedule for use by the Project Team. The Project Schedule will become the Progress Schedule referenced in the Construction Phase Agreement.

E. Project Phasing: The CMAR will review the design documents and make to facilitate phased construction of the Work, with the objective of controlling the Project Schedule and/or Cost of the Work at the direction of the Owner. The CMAR will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and/or cost.

### **2.03 Design Document Review**

A. The CMAR will meet with the Project Team as required to review the design documents for constructability related aspects of the Project, and factors that may impact the Cost Model, GMP Proposals and/or Project Schedule. The CMAR will advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and labor and material availability. The CMAR will furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Drawings and Specifications. The CMAR will recommend cost effective alternatives.

B. The reviews will attempt to identify all discrepancies and inconsistencies in the design documents, especially those related to clarity, consistency, and coordination of Work of Subcontractors and Suppliers. The CMAR will review Specifications for biddability and competitive pricing between Suppliers.

C. The results of the reviews will be provided to the Owner in written reports clearly identifying all discovered discrepancies and inconsistencies in the Drawings and Specifications, as well as other recommendations to improve construction efficiency, reduce

costs, and to advance the Owner's interests. If requested by the Owner, the CMAR will meet with the Owner and Engineer's Consultant to discuss any findings and review reports.

D. The CMAR's reviews will be from a contractor's perspective, and though it will serve to reduce the number of Requests for Information (RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Engineer's Consultant and not the CMAR.

#### **2.04 Cost Model, Schedule of Values, and Preliminary Estimates**

A. The CMAR will review all available information regarding the design and scope of the Project, the CMAR's experience in performing similar work, etc and based upon that review will develop a Cost Model for review and approval by the Owner. Owner may request up to three cost models to consider various phasing options. Once approved by the Owner, the Cost Model will serve as the basis for establishing the GMP(s) for the entire Project. The Cost Model will be the best representation of the CMAR of what the complete functional Project's construction costs will be. The CMAR will communicate to the Project Team, any assumptions made in preparing the Cost Model. The Cost Model will support the CMAR's construction cost estimates and may be broken down initially as dictated by the available information, but eventually must be broken down by CSI Specification Divisions and/or other breakdowns, as required by the Owner. The Cost Model will also include allowances as agreed to by the Project Team, including but not limited: (a) a construction cost contingency based on an agreed upon percentage of the total estimated construction cost, and (b) allowances for potential additional quantities and/or additional Work that the Owner may require.

B. If at any point the estimate submitted to the Owner exceeds previously accepted estimates agreed to by the Project Team or the Owner's Project Budget, the CMAR will make appropriate recommendations to the Owner and Engineer's Consultant on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, (without altering the Owner's basic program) such that it is equal to or less than the established Project Team's target and/or the Project Budget.

C. The CMAR will also submit to the Owner for review and approval a Schedule of Values which complies with the following requirements. The Schedule of Values will be based on the CSI Divisions and will be directly related to the breakdowns reflected in the Project Schedule and the CMAR's Cost Model. In addition, the Schedule of Values will: (a) detail unit prices and quantity take-offs, (b) segregate Work covered by any changes to construction phase Work already in progress, (c) reconcile used and remaining CMAR Contingency allowance, (d) detail all other allowances and unit price Work shown and specified in the detailed design documents, and (e) segregate unit costs, material and equipment costs, labor costs, General Conditions costs, hourly labor rates, payment for design services and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes and other payroll burdens.. The total cost for any portion of the Work to be performed by Subcontractors will include Subcontractor overhead and profit.

#### **2.05 & 2.06 Guaranteed Maximum Price (GMP) Proposals**

A. The proposed GMP for the entire Work (or portions thereof) will be presented in a format acceptable to the Owner. The Owner may request a GMP Proposal for all or any portion of the Project and at any time during the pre-construction phase. Any GMP Proposals submitted by the CMAR will be based on and consistent with the current update/revised cost estimate at the time of the request, the associated estimates for construction costs and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

**Exhibit 3.00 Pre-Construction Services Estimate:** Attached please find the following Design Phase Services Cost Estimate.

**CMAR DESIGN PHASE SERVICES COST ESTIMATE - EXHIBITS B and D**  
**ROADWAY IMPROVEMENTS RELATED TO THE RITZ CARLTON DEVELOPMENT CMAR PROJECT - TOWN OF PARADISE VALLEY**

Date: 5/24/16  
 Revision: 02

**Achen-Gardner Construction, LLC**  
 550 South 79th Street  
 Chandler, AZ 85226-4706  
 Office: 480-940-1300 / Fax: 480-940-4576



PROJECT: TOWN OF PARADISE VALLEY - ROADWAY IMPROVEMENTS RELATED TO THE RITZ CARLTON PROJECT / PV PROJECT NO.:  
 ACHEN-GARDNER CONSTRUCTION, LLC Job No.:

														Total Design Cost												
														\$ 1,121,656.72												
														\$ 623,818.22	\$ 497,838.50											
Task	Cost Type	Quantity	Contract Section	Exhibit A Scope Reference	PM	DSM	PS	GS	SE	CE	TT	PA	C	OTHER	TOTAL	Five Star Cost Share	Town Cost Share									
														\$121.00	\$140.00	\$109.00	\$115.00	\$124.00	\$140.00	\$53.55	\$69.00	\$49.50	\$		55.6%	44.4%
1	Project Bi-Wkly Team Meetings (8 mo x 2 ea/mo)	16	1.0.C.	2.00.B	24.00	12.00	12.00	12.00	6.00	4.00						\$8,576.00										
2	Project Meetings (Utility Coordination Meetings)	4	1.0.C.	2.00.B	10.00		10.00	4.00	4.00							\$3,256.00										
3	Project VE Workshops (3 ea x 4 hrs)	3	1.0.C.	2.00.B	12.00	12.00				12.00						\$4,812.00										
4	Public Meetings (2 ea associated with two GMPs)	2	1.0.E.	2.00.B	4.00	4.00	4.00	2.00								\$1,710.00										
5	Special Meetings	8	1.0.C.	2.00.B	12.00	6.00	6.00	6.00	8.00	6.00						\$5,468.00										
6	Misc. Meeting Prep. & Post Meeting Minutes	30	1.0	2.00.B	22.50	6.00			6.00	4.00			22.50			\$5,980.25										
7	Project Schedule Updates (2ea)	4	1.2	2.02	16.00	4.00	2.00	2.00	2.00							\$3,192.00										
8	GMP Schedules (2 ea)	2	1.2	2.02.D	4.00		6.00	2.00								\$1,368.00										
9	Design Document Review	Incl.	1.0.D.	2.03												\$0.00										
10	Construction Management Plan Scope	Incl.	1.1	2.01												\$0.00										
11	Site Walks and Inspections (10 ea)	10	1.1	2.03	20.00		20.00	20.00	10.00	10.00						\$9,540.00										
12	Utility Potholing/designation, Management & Supervision	50	1.1	2.03	10.00		32.00							\$ 25,000.00		\$29,698.00										
13	Conceptual Estimate	1	1.0.B.	2.04	80.00	16.00	16.00	12.00	120.00	20.00						\$32,724.00										
14	Preliminary Estimates (3ea or 30%, 60%, 90%)	3	1.4	2.04	80.00	20.00	8.00	6.00	120.00	8.00	16.00		16.00			\$31,690.80										
15	Value Analysis (Preliminary Estimate Revisions)	6	1.3.F.	2.04	24.00	6.00	6.00	6.00	36.00	6.00						\$10,392.00										
16	GMP including Subcontractor and Supplier Quals and Price Process (2 ea)	2	1.5	2.05, 2.06	80.00				80.00	8.00	16.00					\$21,576.80										
17	Contract Administration (8 mos)	8	1.6	Misc	32.00	16.00						16.00				\$7,216.00										
18	Mock-ups	1	1.8	Misc										\$ 25,000.00		\$25,000.00										
Sub-Total Summary of Hours					430.50	102.00	122.00	72.00	392.00	78.00	32.00	16.00	38.50			1,283.00										
Sub-Total Summary of \$'s					\$52,090.50	\$14,280.00	\$13,298.00	\$8,280.00	\$48,608.00	\$10,920.00	\$1,713.60	\$1,104.00	\$1,905.75	\$ 50,000.00		\$202,199.85										
% of Time (8 Mos)					30.6%	7.2%	8.7%	5.1%	27.8%	5.5%	2.3%	1.1%	2.7%			-\$14,280.00										

Subtotal #1 - Base Hourly Achen-Gardner Services Scope Estimate = \$187,919.85

DESCRIPTION	DIRECT RATE (\$/HR)	TOTAL RATE (\$/HR)
PM - Project Manager (Christie Hall)	\$ 49.60	\$ 121.00
DSM - Design Services Manager (Dan Spitz)	\$ 57.50	\$ 140.00
PS - Project Superintendent (Scott Colbath)	\$ 44.00	\$ 109.00
GS - General Supt. (Howdy Hale)	\$ 47.50	\$ 115.00
SE - Senior Estimator (Various)	\$ 51.35	\$ 124.00
CE - Chief of Estimating (Kevin Nunez)	\$ 57.50	\$ 140.00
TT - AGTEC/AUTO CAD Take-off Technician	\$ 30.65	\$ 53.55
PA - Project Administrator (Various)	\$ 33.00	\$ 69.00
C - Clerical (Various)	\$ 21.00	\$ 49.50

TOTAL ESTIMATED DESIGN PHASE SERVICES = \$187,919.85 \$ 104,483.44 \$ 83,436.41

*Christie Hall*  
 ACHEN-GARDNER CONSTRUCTION, LLC

5/24/2016  
 DATE