

**SERIAL 13014 RFP CONSULTANT TO ADVISE AND DEVELOP A
CONCESSIONAIRE/DEVELOPER AGREEMENT - LAKE PLEASANT
RESORT**

DATE OF LAST REVISION: December 08, 20114

CONTRACT END DATE: May 31, 2016

CONTRACT PERIOD THROUGH MAY 31, 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **CONSULTANT TO ADVISE AND DEVELOP A
CONCESSIONAIRE/DEVELOPER AGREEMENT - LAKE PLEASANT
RESORT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 16, 2013 (Eff. 06/01/13)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/mm

Attach

Copy to: Office of Procurement Services
Emily Miller, Parks
RJ Cardin, Parks



CONTRACT PURSUANT TO RFP

SERIAL 13014-RFP

This Contract is entered into this 16th day of May, 2013 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Capital Hotel Management, a Massachusetts corporation ("Contractor") for the purchase of concessionaire agreement consulting services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of June, 2013 and ending the 31st day of May, 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for reasonable adjustments must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)

- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 **INSURANCE REQUIREMENTS:**

- 6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+ or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 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 County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:
Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

FOR CONTRACTOR:

Capital Hotel Management, LLC
Attn: Margaret Bailey
548 Cabot Street
Beverly, MA 01923

6.8 REQUIREMENTS CONTRACT:

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 **SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.20 **RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.21 **INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.22 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

6.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 CONTRACTOR LICENSE REQUIREMENT:

6.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.27.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.27.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.27.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.27.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.26 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.28 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.29 INFLUENCE:

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.29.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.29.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Pricing;

- Exhibit A-1, Wage Rate Schedule
- Exhibit A-2, Milestone Pricing
- Exhibit A-3, Travel Budget

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit C, Travel and Per Diem Policy.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR



AUTHORIZED SIGNATURE

Chad L. Crowder

PRINTED NAME AND TITLE

549 CABOT ST BEVERLY, MA 01915

ADDRESS

5/9/13

DATE

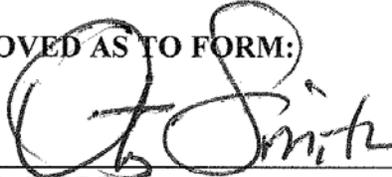
MARICOPA COUNTY



CHIEF PROCUREMENT OFFICER

5/16/13
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

5/16/13
DATE

EXHIBIT A

PRICING

SERIAL 13014 -RFP
 NIGP CODE: 91832
 COMPANY NAME: Capital Hotel Management, LLC
 DOING BUSINESS AS (DBA) NAME: Capital Hotel Management, LLC
 MAILING ADDRESS: 548 Cabot Street, Beverly, MA 01923
 REMIT TO ADDRESS: Same as Above
 TELEPHONE NUMBER: 978-522-7006 President Chad Crandell
 FACSIMILE NUMBER: 978-522-1008
 WEB SITE: www.chmgov.com and www.chmhotel.com
 REPRESENTATIVE NAME: Margaret Bailey
 REPRESENTATIVE PHONE NUMBER: 978-232-3608
 REPRESENTATIVE E-MAIL: [mbailey@chmgov.com](mailto:m Bailey@chmgov.com)

Payment Terms:
 NET 15 DAYS

1.0 PRICING:

1.1 Professional Services	\$117,295.50	<u>Due Diligence (Task #1 to #5)</u>
	\$32,605.00	<u>Contract Structuring/Negotiation (Task #6, 9) Task 10 Hourly per Exhibit A-1.</u>
	\$0	<u>Contract Oversight/Asset Management (Task #11 – Hourly per Exhibit A-1)</u>
	\$149,900.50	<u>Not to Exceed (Phases #1,2,3,4,5,6,9)</u>

EXHIBIT A-1
WAGE RATE SCHEDULE

Name	Firm	Position Title	Wage Rate
Chad Crandell	CHM	President	\$ 475.00
Geoff Baekey/Fern Kanter/Michael Doyle	CHM	Executive Vice President	\$ 255.00
Margaret Bailey	CHM	Sr. Vice President	\$ 208.00
Larry Trabulsi	CHM	Vice President	\$ 156.00
Carey Stavrevski	CHM	Vice President	\$ 156.00
Trevor Strickland	CHM	Associate	\$ 100.00
Tricia Cook	Stantec	Principal	\$ 167.00
Alan Palmquist	Stantec	Senior Engineer	\$ 167.00
April Victorino	Stantec	Project Engineer	\$ 133.00

EXHIBIT A-1 (REVISED)
WAGE RATE SCHEDULE

Name	Firm	Position	Title Wage Rate
Chad Crandell	CHM	President	\$475.00
Geoff Baekey/Fern Kanter/Michael Doyle	CHM	Executive Vice President	\$255.00
Margaret Bailey	CHM	Sr. Vice President	\$213.20
Larry Trabulsi	CHM	Vice President	\$159.90
Carey Stavrevski	CHM	Vice President	\$159.90
Trevor Strickland, Aleks Siegel	CHM	Associate	\$102.50
Tricia Cook	Stantec	Principal	\$171.18
Alan Palmquist	Stantec	Senior Engineer	\$171.18
April Victorino	Stantec	Project Engineer	\$136.33
TBD	Stantec	Designer	\$120.00

EXHIBIT A-3
TRAVEL BUDGET

	CHM	CHM	CHM	Stantec
Task 1				
Site Visit - # People	2.0	1.0	1.0	1.0
Travel Days	5	3	4	0
Lodge Nights	4	2	3	0
Lodging Per diem	\$128	\$128	\$128	\$128
Food Per diem	\$71.00	\$71.00	\$71.00	\$71.00
Ground Transport/Park	\$30.00	\$30.00	\$30.00	\$75.00
Airfare	\$500.00	\$500.00	\$500.00	
Rental Car & Gas (per day)	\$75.00	\$75.00	\$0.00	\$75.00
Food	\$639.00	\$177.50	\$248.50	\$0.00
Lodging	\$1,024.00	\$256.00	\$384.00	\$0.00
Total	\$3,098.00	\$1,188.50	\$1,162.50	\$75.00
Task 5				
Site Visit - # People	3.0			0.0
Travel Days	2			0
Lodge Nights	1			0
Lodging Per diem	\$128			\$128
Food Per diem	\$71.00			\$71.00
Ground Transport/Park	\$30.00			\$30.00
Airfare	\$500.00			\$500.00
Rental Car & Gas (per day)	\$75.00			\$75.00
Food	\$319.50			\$0.00
Lodging	\$384.00			\$0.00
Total	\$2,443.50			\$0.00
Task 10				
Site Visit - # People	0.0			
Travel Days	0			
Lodge Nights	0			
Lodging Per diem	\$128			
Food Per diem	\$71.00			
Ground Transport/Park	\$30.00			
Airfare	\$500.00			
Rental Car & Gas (per day)	\$75.00			
Food	\$0.00			\$0.00
Lodging	\$0.00			\$0.00
Total	\$0.00			\$0.00

Task 11					
Site Visit - # People	0.0	0.0			
Travel Days	0	0			
Lodge Nights	0	0			
Lodging Per diem	\$128	\$128			
Food Per diem	\$71.00	\$71.00			
Ground Transport/Park	\$30.00	\$30.00			
Airfare	\$500.00	\$500.00			
Rental Car & Gas (per day)	\$75.00	\$75.00			
Food	\$0.00	\$0.00			\$0.00
Lodging	\$0.00	\$0.00			\$0.00
Total	\$0.00	\$0.00			\$0.00
Total Expenses					
	\$5,541.50	\$1,188.50	\$1,162.50	\$75.00	\$7,967.50

EXHIBIT B

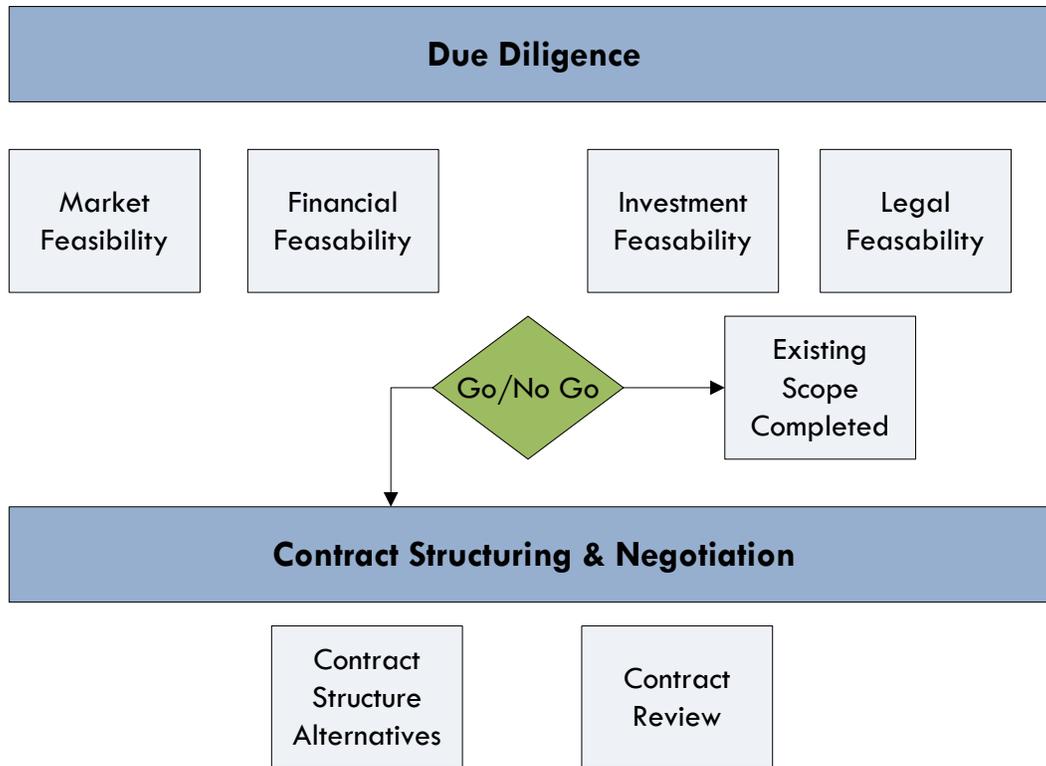
SCOPE OF WORK

1. Executive Summary

- *Outline of General Approach utilized in the proposal*

CHM and its project partners Stantec, are pleased to provide to Maricopa County an overview of the process that CHM shall employ to undertake the Scope of Services outlined herein. The objective of Maricopa County is to seek the services of a consultant to assist them in conducting the necessary development due diligence to validate the subject project, in support of developing a Master Agreement for use with their potential developer. Elements desired within the agreement(s) are stipulated in the section entitled, “Scope of Services: specific parameters”.

In order to achieve County’s goal there are two distinct phases of work that shall need to be accomplished. In this section CHM have prepared an overview of the process and in the proposal section CHM shall provide details of how those phases shall be completed. This shall be followed by CHM’s experience in providing similar services. The two phased approach CHM proposes to employ includes project Due Diligence and Contract Structuring and Negotiation and are further outlined graphically below:



PHASE 1: DUE DILIGENCE

The foundation of achieving development project success is ensuring that a comprehensive due diligence analysis is done regarding the proposed development. The developer has provided in their preliminary submission, information on their team members; types of studies completed, demonstrating their internal due diligence; and timelines for execution of the preliminary due diligence. The consultant’s role shall be to work with the County to outline and manage the process to ensure that the proper information is submitted by the developer and objectively reviewed with the appropriate level of scrutiny to provide confidence to the County that the developer’s underlying due diligence and subsequent proposal is sound and feasible. As noted in the process chart, this phase of work includes five elements: Market, Financial, Investment, Land Use and Legal analyses to determine overall project feasibility.

- 1.1 Market Feasibility:** This focuses on whether there is adequate market demand to support the proposed development.
- 1.2 Financial Feasibility:** This focuses on what the prospective financial performance expectations are for each of the proposed land uses as well as understanding the synergies which may exist between the various land use components. Additionally, if the proposed development elements are to be managed by separate parties, understanding the management experience, alignment and plan is critical as it relates to maximizing financial success.
- 1.3 Investment Feasibility:** Developments are feasible if the proposed partners can yield a market acceptable return on their investments. These returns vary broadly based upon the land uses proposed and the market, financial, and investment risks that are associated with each development component. Understanding all the investment components, structure and timing of investments is what is evaluated under this phase. This phase shall also consider alternative development options to include the potential of lease fee structures.
- 1.4 Land Use Development Feasibility:** This focuses on whether the proposed development has taken into consideration all the necessary components to provide for a legally approved and environmentally acceptable development. Development infrastructure such as, water, wastewater, power, roads, environmental mitigation, and other elements need to be considered during this phase. This analysis needs to inform the investment analysis.
- 1.5 Legal Feasibility:** This involves understanding and reviewing the legal statutes that govern development on partners land.. Additionally, this shall include understanding the County’s option for legal structures (e.g. lease, concession contract, etc.)
- 1.6 Go/No Go:** The conclusion of the Due Diligence Phase is an integration of all information into a financial and investment decision based model which shall identify if the project as proposed shall achieve success for both the developer and the County and other stakeholders.

PHASE 2: CONTRACT STRUCTURING AND NEGOTIATION

This phase involves integrating the positive findings from the due diligence phase into a contractual structure including all requisite development agreements and contracts. This phase includes two elements:

- 1.7 Contract Structure Alternatives:** The legal feasibility work completed during the Due Diligence phase shall provide the foundation for the development of the contract alternatives. This work shall identify any legal, “side boards” which need to be worked within for development of future contract documents. Once this is established, the consultant team can identify best practices for consideration for the various elements of the master and sub agreements.
- 1.8 Contract Structuring and Review:** Providing review and feedback on the County counsel’s documents is considered part of this phase.

2.0 Proposal

- *Statement of all the program and services proposed including conclusions and general recommendations. Proposal should be all inclusive, detailing respondents’ best offer.*

The Executive Summary has provided a process map of the key components necessary to yield a successful Master Agreement. This section shall build off the process map and outline specifically how the CHM firm shall respond to the Consulting Tasks outlined. This shall form the basis of a staffing plan, budget and timeline. Section 2.0 provided the specific parameters for developing the Agreements. CHM considers these the OUTCOMES of the consulting tasks. CHM’s proposed approach shall align with the specific outline of the scope of work, consistent with the approach CHM has outlined.

PHASE I: DUE DILIGENCE REQUIREMENT

2.1 Goal: To ascertain if the proposed development plan shall meet the County and other stakeholder's objectives and result in an equitable deal structure for the County, its other stakeholders and its Development Partner.

Specific Parameters accomplished during this phase:

- Agreement shall be written in such manner for consideration of Park "Visitor Experience"
- Agreement language shall be performance based on an aggressive, realistic progress schedule and include milestones/benchmarks
- Agreement shall be written in a format that shall allow a revenue share percentage and/or fixed amount, yielding maximum return and minimum capital outlay

Specific Consulting Tasks Accomplished during this phase.

1. Review Invitation to Negotiate and selected proposal
2. Determine viability of selected proposal in meeting the objectives of the County
3. Review and assess developer submitted technical studies, such as water/wastewater capacity and sufficiency of service delivery, and infrastructure improvement studies. Planning, zoning and development analysis shall be provided by the County.
4. Develop a "Go", "No Go" recommendation and provide options and recommendations for increasing the likelihood of developing a highly successful venture

Phase 1: Approach

As outlined in the Executive Summary, the Due Diligence Phase includes five elements. The following paragraphs shall outline the services which CHM shall provide as part of each element, and link them to the specific consulting tasks required.

2.2 Kick-off Meeting and Fieldwork: The first phase of the Due Diligence process is to clearly understand the County's development objectives. This discussion shall occur during the initial kick off meeting with the CHM and Maricopa County project team. During this meeting, an overview of the County's objectives and past history and background of the project shall be shared. The project team shall discuss past strategies for recreational and resort development and identify elements which lead to success and also challenges. During this meeting, CHM's project team shall gather all relevant County documents and policies related to this project and other comparable/relevant County recreational developments to ensure that CHM is knowledgeable and current as quickly as possible. The project team shall also tour the site and meet with all relevant stakeholders (e.g. Reclamation City of Peoria, etc.). This shall also provide an opportunity to begin the field work portion of the preliminary market feasibility assessment as outlined below. CHM anticipates that part of the project team shall be on site for two days and the remainder of the team shall remain on site for an additional three days.

2.3 Market Feasibility: The developer has identified several land uses as part of their development plan. Each of these proposed land uses exists within the context of different competitive markets. The market feasibility component of the due diligence phase shall focus on developing the elements which should be included in the market feasibility analysis supporting the proposed development plan. This shall include providing to the county an outline of what elements the developer should focus on in their detailed market study. The County should provide this guidance to the developer since it shifts the responsibility of the significant due diligence to the proposed developer and shifts the review responsibility to the County. The CHM team shall envision creating a requirements outline for the market study which shall be sent to the developer by the County. Elements of the market study should include, but not be limited to:

- Market Drawing area for development
- Proposed competitive market for each development element
- Existing Competitive Market Profile for each development type
- Proposed Additions to Competitive Supply
- Proposed demand forecasts for each land use

This requirement shall ensure that the developer's market study shall be comprehensive of all required elements and present a thorough analysis, with basis, to substantiate development market support for element of the plan.

As the developer is undertaking their due diligence, the CHM team shall be undertaking a high level supply and demand analysis for the proposed land uses so they can provide an informed, objective review

of the developers submitted market study findings. The CHM team's analysis shall include all land use elements of the developer's plan. This is critical as it provides an independent review of the market in order to assess the reasonableness of the developer's market assessment.

CHM shall review the developer's market analysis for thoroughness and reasonableness of assumptions. This shall be done by comparing the market supply inventory to that which was independently developed and then evaluating the reasonableness of demand forecasts against data currently existing within the County as well as from the high level supply and demand analysis. The CHM team shall receive and review the developer's market analysis and identify any issues of concern. CHM shall provide the review results in a framework that can be sent by the County to the developer for ease of communication. CHM shall then review all final submissions.

2.4 Financial Feasibility: As is the case with the market analysis, the proposed developer needs to demonstrate that each of the proposed land uses is financially feasible over the course of the contract. As such, a level of prospective financial analyses needs to be appropriately completed. The CHM project team shall provide to the County, specific requirements that it shall like to see completed in this area. These shall include:

- Revenue Projections including demand and rate forecasts for each land use
- Expense Projections (Direct, Indirect, Fixed) to the EBITDA level
- Staffing Estimates for key developments

As the developers financial analysis is provided to CHM, CHM team shall review the analysis for thoroughness and reasonableness of assumptions. CHM shall undertake a detailed analysis of the projections and compare them for reasonableness based upon the data base of comparables that the CHM team has for the various land uses proposed. The CHM team shall receive and review the financial analysis and identify any issues of concern. CHM shall provide the results in a framework that can be sent by the County to the developer in an easily understood format, for any corrective action required. CHM shall then review all final submissions.

The other component of the financial analysis is assessing the background and probability of financial success for the proposed development. This includes evaluating the developer's track record of historical financial success in developing similar scale and density of development, the depth of project financing, and related sources of financing. CHM shall develop for the County a series of forms and questions that the developer shall need to complete. These forms shall then provide the basis of the follow-on review of the developer's ability to undertake the proposed project. CHM shall use these forms to contact past development references, and also undertake discussions with financing entities as well as review the financial soundness of the developer and its development partners.

2.5 Investment Feasibility: This element includes assessing all investment requirements for the proposed development. This includes the soft and hard costs associated with the proposed development. CHM shall rely on the County's assessment of the development costs reasonableness. CHM shall not undertake third party validation of these figures with the exception of leveraging CHM's expertise in hotel and golf course development. .

The CHM team shall provide to the County a detailed framework for how it shall like to receive the details of the proposed development cost estimates from the proposed developer. This shall provide efficiencies in how the project team can review the proposed development budget. Again, by organizing the developer to work within the framework of the CHM project team, it shall increase efficiencies in the provision of timely and comprehensive feedback and critique.

Upon receipt of this data, the CHM team shall receive and review the investment analysis and identify any issues of concern. CHM shall provide the results in a framework that can be sent by the County to the developer for ease in reporting back from the developer.

2.6 Land Use Development Feasibility: Stantec shall work with CHM to review technical studies as submitted by the applicant to the County. The Stantec team is locally based and is familiar with the State, Maricopa County and City of Peoria planning and land use approval process, codes, procedures and requirements pertaining to land development projects and infrastructure systems. Stantec provides multi-discipline design and review services to municipal agencies and developers, and therefore CHM is able to assess and incorporate permitting constraints, regulatory requirements, and environmental factors for development from all sides. The Stantec work shall include:

1. Development of a technical documents information request including specific information on process and types of document required.
 2. Review of Feasibility/Preliminary Design level reports is included to assess the technical feasibility of the development relative to standards and capacities.
 3. Detailed review shall be completed for water and wastewater only. Drainage and other development shall be reviewed at a concept level only, in terms of general compliance with regulations and methodologies.
 4. Only 2 reviews are included and it is assumed that all required documents are provided with the initial review.
 5. It is assumed that the list of available documents shall be provided at the kick off meeting and if documents are missing that these shall be provided prior to the first review.
 6. Stantec documents shall be provided to CHM and then included in a deliverable to the County from CHM.
 7. No review of planning, zoning, or other development issues is included.
 8. No review of detailed design drawings for development is included
- CHM shall rely on the County's expertise in reviewing planning, zoning and development issues.

2.7 Legal Feasibility: This process shall begin with gaining an understanding of what types of authorities the development agreement could possible operate under (e.g. Lease, concession contract, other, etc). For example, if the County has the authority to enter into long term leases, a leasehold interest may be suitable for this development. However, if the County is limited in its capability to lease, and a shorter term is required, then a concession contract may be a more suitable structure. Following this, CHM shall review relevant land use and contracting documents from each of the stakeholders involved in the process to ascertain their suitability for this proposed development. This analysis shall result in an understanding of the "side boards" for the legal framework. CHM shall rely on the County's staff to identify any zoning or legal conflicts/issues relative to the proposal. CHM shall also rely on the County's expertise and conversations with the Bureau of Reclamation to ensure that contract documents are in compliance with Reclamation's Concession standards for non federal partners.

Based upon the abstract regulatory/legal findings, CHM shall identify if there are significant issues that need to be addressed in developing a proposed master development agreement. CHM shall develop for the County an overview of these findings and present them as part of the go/no go working session for discussions.

2.8 Go/No Go Decision: The conclusion of the Due Diligence Phase is the integration of all the feasibility work into a Decision Framework tool, and can result in a highly iterative process. CHM has developed financial and investment decision tools that integrate all the quantifiable contract elements. CHM has developed these tools with a "dashboard" interface which allows CHM clients to see the immediate impact of different decisions. CHM's MS EXCEL "real time" decision models integrate the following elements.

- Contract/lease term
- Demand Forecasts
- Financial Forecasts
- Investment Requirements
- Investment Return Requirements
- Maintenance and Personal Property Reserve Requirements
- Returns to the Public Agency

To develop and use this tool as designed, CHM shall work with the County to identify through the due diligence process the variables which are flexible and could be changed as a result of development decisions. Typically CHM meet with CHM clients following the receipt of the all the developer due diligence and identify the elements which CHM may want to see as being flexible. (e.g. number of units, scale of development, phasing of development, type of development, term options, etc.). Following this CHM populates CHM's investment decision model with the findings of the market, financial and investment due diligence to identify what the equitable returns could be to the county in the form of a lease fee or franchise fee as well as to understand the capital investment return of the developer and their development return expectations. It shall provide insight as to the impact of various lease or contract structures as well as outline potential return options. The findings from the analysis shall be included in the one day meeting identified below. This model represents the tool to evaluate the quantifiable elements of the go/no go decision.

The qualitative issues that are not able to be measured in this model but need to be part of this decision are the land use development, legal and financial soundness of the developer, etc. Each of these elements shall be integrated into the Go/No Go framework.

The CHM team shall envision a one day on site meeting to present the findings of each of the elements of this decision model (quantitative and qualitative), The deliverables for this meeting shall be a written memo on the quantitative and qualitative issues surrounding this business opportunity. This memo shall be discussed and CHM's interactive tool shall be used to illustrate the potential quantitative options that may be possible to improve the "go" opportunity. If the analysis results in a "no go" decision, the existing scope of services shall be completed. Should the County desire to proceed with further analysis on how to proceed, CHM shall discuss with the County a separate scope of services for additional work in this area.

PHASE 2: CONTRACT STRUCTURING AND NEGOTIATION

- 2.9 Goal:** To develop contract documentation that provides the most suitable structure to meet the County's objectives. To ensure that the development and operating standards which the County and its stakeholders require of their Development Partner are appropriately represented.

Specific Parameters accomplished during this phase:

Specific Consulting Tasks Accomplished during this phase.

5. Provide "best practice" alternatives based on innovative industry standards for structuring public/private partnerships. (samples and examples)

Phase 2: Approach

As outlined in the Executive Summary the Contract Structuring and Negotiation includes four elements. However, the County has requested as part of the REVISED scope of services, assistance pertaining to two phases as outlined below. The following paragraphs shall outline the services which CHM shall provide as part of the specific consulting task desired.

- 2.10 Contract Structure Alternatives:** The legal feasibility work completed during the Due Diligence phase shall provide the foundation for the development of the contract alternatives. One of the key elements of this analysis is ensuring that any selected deal structure meet the requirements of the Department of the Interior and the Bureau of Reclamation. CHM has assumed that the County has reviewed all Bureau of Reclamation issues and ensured compliance with their concession mandates.

The CHM team shall identify several potential comparable mixed use lake developments which involve recreation. From this listing, CHM shall select two comparable examples that best align with the development objectives of the County at Lake Pleasant. CHM shall gather from these development sample development agreements and interview stakeholders regarding key elements of success. From these analysis and combined with CHM firms experience in this area, CHM shall develop an outline of up to fifteen key best practice business terms and elements which are necessary for structuring a public/private partnership. CHM shall then schedule a conference call to discuss this document with the key County stakeholders. CHM understands that the County shall use the outline and conference call discussion as the basis for their development of the contract documents. CHM shall not have responsibility for the development or structuring of the Contract. .

- 2.11 Review and Comment on Contract Drafts:** The CHM team has provided for one round of review comments on the Contract Drafts provided by the County. The review comments shall be embedded in the documents in the form of "Comments" and a two hour conference call for review of the documents is included in this phase.
- 2.12 Advise County during Contract Negotiations:** The County has identified this as an "As Needed" scope element and CHM shall negotiate the hours for this based upon the proposed hourly rates. Should the negation support occur within the calendar year 2013, the proposed rates shall be maintained. Beyond 2013, CHM requests a 3 percent escalation per year in CHM rates.
- 2.13 Assist in Monitoring the Contract Progress:** The County has identified this as an "As Needed" scope element and CHM shall negotiate the hours for this based upon the proposed hourly rate. Should the monitoring support occur within the calendar year 2013, the proposed rates shall be maintained. Beyond 2013, CHM requests a three percent escalation per year in CHM rates.

Exhibit B**Scope of Work Amendment 1 to Contract****White Paper Scoping for Update of Lake Pleasant Development Analysis**

Maricopa County has terminated negotiations with the selected awardee of the Invitation to Negotiate (ITN) for Lake Pleasant Region Park Commercial Development Resort and Commercial Property. Presently Maricopa County desires to understand the development potential for this parcel and is seeking high level market, financial, investment and development analysis regarding the proposed uses. To accomplish this work the following services are required:

Task 2A: Proposed Concept Viability Analysis for Resort Development Parcel

The objective of this task is to refine the core project components and undertake preliminary feasibility to determine the size of the gap between development costs and proposed cash flows. To accomplish this goal, the following steps will be required.

1. Discussion with Maricopa County to review the initial plan of development and identify the core scope of facilities that will be tested during the feasibility analysis. NOTE: CHM is of the opinion based upon past planning discussions with the County that the focus of the development should be on the lakeside resort portion. If Maricopa County desires additional feasibility analysis on the commercial parcel (e.g. convenience store and gas station) this will require additional analysis efforts.
2. Based upon this determination, the CHM team will identify preliminary market metrics to understand the potential resort position of the parcel. This will be done through purchase of Smith Travel Research reports.
3. Based upon this initial scoping, the project team will undertake in fieldwork including meeting with the competitive market supply to identify demand segments and overall trends in performance. Additionally, the fieldwork will include evaluating any new supply additions that would be considered.
4. Upon return from the market, CHM will undertake additional market research to ascertain trends in demand generators in the market.
5. Based upon the findings of the supply and demand analysis, CHM will develop a facility profile (type of hotel, size of hotel, amenities of hotel) and from this will begin high level financial analysis to develop an income statement and resulting cash flows.
6. CHM will develop "order of magnitude" facility costs for the proposed facilities using industry per unit or per room metrics and will integrate the infrastructure cost data from Stantec.
7. CHM will then compare the investment requirements and return requirements against the available cash flow to determine the level of gap that may exist.
8. CHM will develop a summary report with the core findings from their analysis and provide a road map of key steps as well as a timeline for how to proceed based upon the findings.

Task 3A: Development Infrastructure Evaluation

The goal of Task 3A will be to develop a high level assessment of the issues and costs associated with infrastructure development on the proposed resort development site. CHM will partner with Stantec to assist in this Task. The specific work steps are outlined below:

1. Coordinate with CHM regarding the potential proposed development sizes/locations in order to assess required water demands and wastewater flows.

2. Review potential options for both water and wastewater including on-site stand-alone systems, expansion of existing systems in the area and extension from Peoria.
3. Talk to owners of the neighboring water and wastewater systems to assess limitation and requirements.
4. Prepare an exhibit showing the potential water and wastewater options reviewed.
5. Prepare feasibility level cost estimates for the options.
6. The storm drain requirements will also be assessed, based on potential location and size of the development. Options will not be considered at this level, strictly requirements and potential costs.
7. A brief report will be prepared which summarizes the results of the above and also outlines the recommended requirements for the infrastructure.

Task 5A: Develop Supporting Documents if Plan is to Proceed

The goal of Task 5A, if deemed feasible to proceed, is to assist in proposal package. The specific work steps are outlined below:

1. Assist in contract business terms.
2. Develop Business Opportunity Section.
3. Provide Guidance on Proposal Package.

EXHIBIT C**TRAVEL AND PER DIEM POLICY****OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

SERIAL 13014-RFP

AMENDMENT No. 1
To
**SERIAL 13014-RFP CONSULTANT TO ADVISE AND DEVELOP A CONCESSIONAIRE/DEVELOPER
AGREEMENT-LAKE PLEASANT RESORT**

Between
Capital Hotel Management, LLC
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Capital Hotel Management, LLC ("Contractor") have entered into a Contract for the purchase of concessionaire agreement consulting services dated May 16, 2013 ("Agreement") and effective June 1, 2013 County Contract No: 13014-RFP.

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Contractor shall perform the proposed **additional services** described in this Amendment (see "Exhibit B Scope of Work Amendment 1").
2. Under this Amendment the current "Exhibit A-1 Wage Rate Schedule" will be replaced with "Exhibit A-1 (Revised) Wage Rate Schedule"
3. Under this Amendment the current "Exhibit A-2 Milestone Pricing" will be replaced with "Exhibit A-2 (Revised) Milestone Pricing"

Please see below for the revisions:

Exhibit B

Scope of Work Amendment 1 to Contract

White Paper Scoping for Update of Lake Pleasant Development Analysis

Maricopa County has terminated negotiations with the selected awardee of the Invitation to Negotiate (ITN) for Lake Pleasant Region Park Commercial Development Resort and Commercial Property. Presently Maricopa County desires to understand the development potential for this parcel and is seeking high level market, financial, investment and development analysis regarding the proposed uses. To accomplish this work the following services are required:

Task 2A: Proposed Concept Viability Analysis for Resort Development Parcel

The objective of this task is to refine the core project components and undertake preliminary feasibility to determine the size of the gap between development costs and proposed cash flows. To accomplish this goal, the following steps will be required.

1. Discussion with Maricopa County to review the initial plan of development and identify the core scope of facilities that will be tested during the feasibility analysis. NOTE: CHM is of the opinion based upon past planning discussions with the County that the focus of the development should be on the lakeside resort portion. If Maricopa County desires additional feasibility analysis on the commercial parcel (e.g. convenience store and gas station) this will require additional analysis efforts.
2. Based upon this determination, the CHM team will identify preliminary market metrics to understand the potential resort position of the parcel. This will be done through purchase of Smith Travel Research reports.
3. Based upon this initial scoping, the project team will undertake in fieldwork including meeting with the competitive market supply to identify demand segments and overall trends in performance. Additionally, the fieldwork will include evaluating any new supply additions that would be considered.
4. Upon return from the market, CHM will undertake additional market research to ascertain trends in demand generators in the market.

SERIAL 13014-RFP

5. Based upon the findings of the supply and demand analysis, CHM will develop a facility profile (type of hotel, size of hotel, amenities of hotel) and from this will begin high level financial analysis to develop an income statement and resulting cash flows.
6. CHM will develop "order of magnitude" facility costs for the proposed facilities using industry per unit or per room metrics and will integrate the infrastructure cost data from Stantec.
7. CHM will then compare the investment requirements and return requirements against the available cash flow to determine the level of gap that may exist.
8. CHM will develop a summary report with the core findings from their analysis and provide a road map of key steps as well as a timeline for how to proceed based upon the findings.

Task 3A: Development Infrastructure Evaluation

The goal of Task 3A will be to develop a high level assessment of the issues and costs associated with infrastructure development on the proposed resort development site. CHM will partner with Stantec to assist in this Task. The specific work steps are outlined below:

1. Coordinate with CHM regarding the potential proposed development sizes/locations in order to assess required water demands and wastewater flows.
2. Review potential options for both water and wastewater including on-site stand-alone systems, expansion of existing systems in the area and extension from Peoria.
3. Talk to owners of the neighboring water and wastewater systems to assess limitation and requirements.
4. Prepare an exhibit showing the potential water and wastewater options reviewed.
5. Prepare feasibility level cost estimates for the options.
6. The storm drain requirements will also be assessed, based on potential location and size of the development. Options will not be considered at this level, strictly requirements and potential costs.
7. A brief report will be prepared which summarizes the results of the above and also outlines the recommended requirements for the infrastructure.

Task 5A: Develop Supporting Documents if Plan is to Proceed

The goal of Task 5A, if deemed feasible to proceed, is to assist in proposal package. The specific work steps are outlined below:

1. Assist in contract business terms.
2. Develop Business Opportunity Section.
3. Provide Guidance on Proposal Package.

EXHIBIT A-1
WAGE RATE SCHEDULE

Name	Firm	Position-Title	Wage-Rate
Chad Crandell	CHM	President	\$ 475.00
Geoff Baekey/Fern Kanter/Michael Doyle	CHM	Executive Vice President	\$ 255.00
Margaret Bailey	CHM	Sr. Vice President	\$ 208.00
Larry Trabulsi	CHM	Vice President	\$ 156.00
Carey Stavrevski	CHM	Vice President	\$ 156.00
Trevor Strickland	CHM	Associate	\$ 100.00
Tricia Cook	Stantec	Principal	\$ 167.00
Alan Palmquist	Stantec	Senior Engineer	\$ 167.00
April Victorino	Stantec	Project Engineer	\$ 133.00

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-	3.5 Second review and comments for revised submitted in letter format	-	-	2	-	-	-	8	-	-	-	-	4	-	-
-	3.6 Coordinate with CHM and development team	-	-	4	-	-	-	4	-	-	-	-	2	-	-
-	-	-	-	-	-	-	-	4	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4	Analyze selected proposer's background and probability for success in meeting the objectives of the County.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Financial and Developer Capability Review	-	-	18	4	2	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5	Develop a "Go" or "No-Go" recommendation and provide options and recommendations for increasing the likelihood of developing a highly successful venture.	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Development of Financial and Investment Model for Deal Structuring	-	-	16	-	40	80	-	-	-	-	-	-	-	-
-	Development of Contract Structuring Options (Conference Call)	-	2	4	2	4	4	-	-	-	-	-	-	-	-
-	Development of Quantitative Findings Summary Memo	-	-	20	-	8	16	-	-	-	-	-	-	-	-
-	Development of Qualitative Findings Summary Memo	-	-	8	4	-	-	-	-	-	-	-	-	-	-
-	Working Session Meeting - CHM and Maricopa County Project Team (One Day)	-	12	12	12	6	6	8	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	Subtotal- Tasks 1 to 5	0	27	142	56	184	182	42	0	10	0	0	26	0	0
-	BI - Weekly Team Conference Calls (1.5 hour each for 3 months)	-	-	10	10	10	-	-	-	-	-	-	-	-	0
-	Subtotal- Tasks plus Conference	0	27	152	66	194	182	42	0	10	0	0	26	0	0

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IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when approved by Maricopa County Office of Procurement Services.

CAPITAL HOTEL MANAGEMENT, LLC



Authorized Signature

Geoff Baekey, Managing Director
Printed Name and Title

548 Cabot Street, Beverly, MA 01915
Address

12/1/2014
Date

MARICOPA COUNTY:



Chief Procurement Officer

12/1/14
Date

CAPITAL HOTEL MANAGEMENT, LLC, 548 CABOT STREET, BEVERLY, MA 01915

PRICING SHEET: NIGP CODE 91832

Vendor Number: 2011003300 0

Certificates of Insurance Required

Contract Period: To cover the period ending **May 31, 2016.**