

Design Contract  
Project Order No. \_\_\_\_\_  
Project No. \_\_\_\_\_



**CITY OF MESA, ARIZONA  
ENGINEERING DEPARTMENT**

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**PROJECT NAME:** \_\_\_\_\_  
**PROJECT ORDER NO.:** \_\_\_\_\_ **PROJECT NO.:** \_\_\_\_\_  
**MASTER CONTRACT NO.:** \_\_\_\_\_, **DATED** \_\_\_\_\_

**THIS PROJECT ORDER** is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Mesa, an Arizona municipal corporation ("City") and the "Design Professional" designated below. This Project Order is entered into pursuant to and incorporates herein the terms and provisions of the Design Professional Master Contract. This Project Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.

City and Design Professional agree as follows:

**CITY:** **City of Mesa**  
**Project Manager:**  
**Telephone:**  
**E-mail:**

**DESIGN PROFESSIONAL:** (Name)  
(Address)  
**Design Professional Representative:**  
**Telephone:**  
**E-mail:**

**PROJECT DESCRIPTION:**

**PROJECT SITE ADDRESS/LOCATION:**

**SCOPE OF WORK, DELIVERABLES, AND PROJECT SCHEDULE/DURATION:** Attached Exhibit A

**CONTRACT DURATION:** \_\_\_\_\_ Calendar Days

**ESTIMATED CONTRACT PRICE (Construction):** \$\_\_\_\_\_.

**TOTAL PROJECT ORDER PRICE (To be paid to Design Professional):**

- a. **Fee:** The method of payment for this contract is Hourly, Not-to Exceed. The amount paid shall not exceed \$\_\_\_\_\_ for actual costs incurred, based on the negotiated hourly rates and reimbursement schedule as defined in Exhibit A, Scope of Services. The City shall pay Design Professional a not-to-exceed fee for actual costs incurred, in installments based upon monthly progress reports per Project Development Guidelines Section VI, Sub-Section B – Consultant Responsibilities (4b), and detailed invoices submitted by Design Professional in such form as approved by the City, subject to the following limitations:
  1. Monthly progress reports shall include a summary of costs billed by labor category and tasks and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each subconsultant.



2. Prior to approval of the preliminary documents (30% plans), the billed amount shall not exceed 40% of the total Contract Amount.
  3. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.
  4. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed 90% of the total Contract Amount prior to submittal of the final report deliverables.
  5. Additional services included in the Services, such as bidding assistance, shop drawing review, contract documents interpretation, etc., shall be paid for based on the actual completed services.
- b. **Reimbursable Expenses:** No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.
1. US General Services Administration (GSA) shall apply.
  2. In order to receive reimbursement for lodging, Design Professionals are required to stay at lodging within the City of Mesa, unless City provides prior written authorization. Hotel taxes and fees may be included, but only to the extent the total does not exceed the GSA's then-current maximum lodging rate.
  3. If the Design Professional has a local office (Phoenix-Metro area), Design Professional will not be reimbursed for any travel expense, including mileage.
  4. Incidental Expenses. Reimbursement for incidental expenses shall be limited to actual fees, such as airport parking fees, toll fees, taxi fare and tips, and personal mileage to and from Contractor's "home" airport. Reimbursement shall not include any personal expenses including, but not limited to, personal items, alcoholic beverages, entertainment, and traffic/parking fines.

**UNIQUE INSURANCE REQUIREMENTS (IF ANY):** Attached Exhibit B



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## **EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE**

**( \_ PAGES)**

All terms and conditions are set forth in the Contract. Any terms and conditions and/or exceptions noted in the Design Professional's proposal, GMP, or other documents do not apply unless agreed to in this Contract or an approved addendum.

For submittal guidelines, Design Professional shall categorize scope as outlined in City of Mesa Engineering Department Submittal Guidelines available on the internet at <http://mesaaz.gov/business/engineering/submittal-process-guidelines>.

**Section A.1: Scope**

**Section A.2: Cost Proposal/Table**

**Section A.3: Schedule**

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**EXHIBIT B –**  
**UNIQUE INSURANCE REQUIREMENTS AND/OR BOND REQUIREMENTS (IF ANY)**

(1 PAGE)

See Master Contract, Exhibit B – Standard Insurance Requirements.

**Any Special Requirements Here.**