

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made and entered into on the 21st day of May, 2015, by and between the City of Tempe, an Arizona municipal corporation ("City"), and **Cole & Associates, Inc.**, a Missouri corporation dba **Cole Design Group, Inc.** ("Consultant").

City engages Consultant to perform professional services for a project known and described as **ADA Self Evaluation and Transition Plan**, Project No. **6706241** ("Project").

**1. SERVICES OF CONSULTANT**

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall conduct an ADA self evaluation and develop a transition plan, as described in Exhibit "A" attached.
- 1.2. Consultant has assigned Michael Vonderheide as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.4. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.5. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

**2. TERM OF CONTRACT**

Consultant shall complete all services by June 30, 2016. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

3. **CONSULTANT’S COMPENSATION**

3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$195,062.00, unless otherwise authorized by City.

3.2. Payment for this Contract shall be based on the following Budget Schedule:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Professional Services	Lump Sum	\$150,315.00
<b>Subtotal Task Amount:</b>		<b>\$150,315.00</b>
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Sub-consultant Services	Not to Exceed	\$32,365.00
Reimbursable Expenses	Not to Exceed	\$12,382.00
<b>Subtotal Allowances Amount:</b>		<b>\$44,747.00</b>
<b>Total Compensation Not to Exceed:</b>		<b>\$195,062.00</b>

3.3. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by Consultant. Submittals shall be based on the Budget Schedule and shall include supporting documentation for all Allowances. If Budget Schedule includes an Allowance for reimbursable expenses, in no event will payment exceed actual cost. Invoices shall include job titles and hourly rates when applicable. Hourly rates are established in the attached Exhibit “A” incorporated hereby by this reference and are in effect for the entire Contract term unless City provides written authorization for an hourly rate increase. Consultant shall not exceed any of the specified budget amounts for any Task or Allowance without prior written authorization from City. City may provide written authorization for the transfer of budget amounts between any of the Tasks or Allowances provided the total Contract amount does not exceed the amount indicated in Section 3.1.

3.4. If detailed invoice(s) and progress report(s) are approved by City, installment payments will be made within thirty (30) days after City’s approval.

3.5. Consultant acknowledges and agrees that invoices shall be submitted to City for review and approval no more than sixty (60) days after work or services have been performed. City reserves the right to deny in whole or in part, payment to Consultant, including but not limited to, fees and expenses contained in any invoice not received by the City within sixty (60) days of the date such work or services were performed. This in no way shall be construed to waive or diminish City’s rights and remedies for otherwise withholding funds under Arizona law.

#### **4. CITY'S RESPONSIBILITIES**

- 4.1. City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by City on any aspect of the work shall be directed to the project manager.
- 4.2. City shall review requests for information related to the Project by Consultant and will endeavor to provide a prompt response to minimize delay in the progress of Consultant's work. City will also endeavor to keep Consultant advised concerning the progress of City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).
- 4.3. Unless included in Consultant's services as identified in Section 1, City may furnish with or without charge, upon Consultant's reasonable request, the following information to the extent it is within City's possession or control:
  - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
  - 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
  - 4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

#### **5. TERMINATION AND DEFAULT**

- 5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 401 S. 18<sup>th</sup> Street, Suite 200, St. Louis, Missouri 63103. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.
- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity

against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.

- 5.3. In the event of Consultant's default, non-performance or breach, City agrees to, before exercising any right or remedy available to it, give Consultant written notice of the default, non-performance or breach. For the thirty (30) days following such notice, Consultant shall have the right to cure such default, non-performance or breach.
- 5.4. If Consultant fails to cure, immediately after receiving notice of termination from City, Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. Consultant shall submit a detailed breakdown of completed work to City for evaluation. City shall have the right to inspect Consultant's work to analyze the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination, and pursuant to Section 5.9.
- 5.5. Within ten (10) days of receipt of notice of termination as set forth herein, Consultant shall deliver to City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by City.
- 5.6. In the event of such termination or abandonment, Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.7. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by Consultant as determined and approved by City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.8. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after Consultant has delivered the last of the completed items and the final appraisal has been submitted to City.
- 5.9. The parties agree that in the event of any damages suffered by City as a result of any inexcusable delay, default, non-performance or breach by Consultant, Consultant agrees to reimburse City ten percent (10%) of the Contract amount per Section 3.1 for damages caused by its delay. This sum may be deducted from

Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to Consultant for delivery and/or performance within the Contract term. Waiver by City of any of the provisions contained in this Section 5.9, or by way of the extension of the Contract term, shall in no way be deemed to waive or diminish City's rights available by law or in equity under the Contract.

## 6. INSURANCE

Without limiting any obligations or liabilities, Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from City.

### 6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by City or its employees shall be excess coverage, and not contributory coverage to that provided by Consultant. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects City, and any insurance or self insurance maintained by City shall be in excess of Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of Consultant.

- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for deductible or self-insured retentions and City may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.
- 6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the Project number and/or Project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.
- 6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.
- 6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- In case services under this Contract are subcontracted, Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.
- 6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

- 6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a “severability of interests” provision (also known as “cross liability” and “separation of insured”).

- 6.5. Professional Liability. Consultant retained by City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by Consultant or any person employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.

- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of Consultant used in the completion of this Contract.

## **7. HEALTH INSURANCE REQUIREMENTS**

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by City. All required health insurance must be maintained during the entire time of the Contract with City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant’s eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City’s Public Works Department, within thirty

(30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with City for a period of three (3) years from the execution of the Contract.

7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

## **8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES**

8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on the Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.

8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of City and are to be delivered to City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to Consultant. City shall retain ownership of these original works. If approved in writing by City, Consultant may retain the originals and supply City with reproducible copies of the work.

## **9. CONFLICT OF INTEREST**

9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if Consultant gains such interest during the course of this Contract.

- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with City.

## **10. COVENANT AGAINST CONTINGENT FEES**

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

## **11. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, or arising out of, the negligent acts, errors, mistakes or omissions in the work, services, or professional services of Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

## **12. DISPUTE RESOLUTION**

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for

attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by City in enforcing Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

### **13. ADDITIONAL SERVICES**

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by Consultant without prior written authorization from City, at City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between City and Consultant.

### **14. PROHIBITION ON ASSIGNMENT**

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of Consultant.

### **15. MISCELLANEOUS PROVISIONS**

- 15.1. Lawful Presence in the United States. Pursuant to A.R.S. §1-502, any individual/sole proprietor who applies for local public benefits by signing this Contract shall also sign a sworn affidavit (Exhibit B) and present one of the documents listed on the affidavit to verify lawful presence in the United States. This Contract shall not be fully executed by the City if the individual/sole proprietor fails to sign the affidavit and present one of the listed documents.
- 15.2. Equal Opportunity. City is an equal opportunity, affirmative action employer. Consultant hereby covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall not discriminate unlawfully against any employee or applicant for employment, nor shall it deny the benefits of this Contract, to any person on the basis of race, color, creed, religion, ancestry, national origin, physical or mental disability, age, sex, gender, sexual orientation, gender identity, marital status, or veteran status with regard to discharging obligations under this Contract. Consultant covenants and agrees that it will comply in all respects with the applicable provisions of the Executive Order 11246, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Vietnam Era Veterans' Readjustment

Assistance Act, the Rehabilitation Act, and any other applicable state and federal statutes governing equal opportunity. Consultant agrees to post hereinafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting for the provisions of this clause.

- 15.3. Antidiscrimination. Consultant shall not refuse to hire or employ or bar or discharge from employment any person, or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Consultant shall provide a copy of its antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance (Exhibit C).
  
- 15.4. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
  
- 15.5. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.4 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.
- 15.7. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.
- 15.10. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.11. Consultant's Good Standing. Consultant hereby warrants and represents that it is a Missouri corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.12. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.

- 15.13. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.14. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.15. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.
- 15.16. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.
- 15.17. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.18. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.
- 15.19. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.20. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.

15.21. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Andy Goh, City Engineer  
City of Tempe  
Public Works/Engineering Dept.  
P.O. Box 5002  
Tempe, AZ 85280

CONSULTANT:

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(Printed Name of Signatory)  
Cole Design Group, Inc.  
401 S. 18<sup>th</sup> Street, Suite 200  
St. Louis, Missouri 63103

15.22. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

15.23. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE**

**SPECIFICALLY AND EXPRESSLY DISCLAIMED. CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.**

[SIGNATURE PAGE TO FOLLOW]

**ADA Self Evaluation and Transition Plan  
Project No. 6706241**

DATED this 21st day of May, 2015.

CITY OF TEMPE, ARIZONA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Public Works Director

ATTEST:

Recommended By:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
*Ar* Deputy PW Director/City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.**

CONSULTANT  
Cole Design Group, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal I.D. No./Social Security No.

# EXHIBIT A

# cole

**CITY OF TEMPE, ARIZONA - ADA TRANSITION PLAN**  
**Project 6706241: Scope of Work & Fee Proposal**  
**04.10.15**

## **Introduction & Overview**

Cole & Associates, Inc. is pleased to be selected to provide services to conduct a Self-Evaluation and develop an ADA Transition Plan for the City of Tempe, Arizona. It is understood that the original scope defined for the study was to perform a comprehensive review of City facilities and practices to determine the city's compliance with ADA regulations (defined more fully in the Project Description). It is understood the city desires to take a multi-year approach to the planning process.

## **Project Description**

The project is to prepare the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan for the City of Tempe, Arizona (City), including a review of facilities, programs, activities, and other related services provided by the City. The project will include a review of City facilities (buildings, parks, public rights of way), parking lots (surface, **garage** and on-street), design and construction standards, signalized and unsignalized intersections, sidewalks (including street furniture), bus stops, documented public concerns, sponsored boards and commissions, policies and procedures.

This document describes the scope of services that Cole & Associates, Inc. d.b.a. Cole Design Group in Arizona (hereafter called the "Cole") will provide to the City of Tempe, Arizona (hereafter called the "City"). Cole may engage subconsultant(s) as needed to perform work within the defined scope (hereafter called the "Subconsultant"). Cole will manage and communicate with Subconsultant(s) directly to streamline project work and outcomes. Cole reserves the right per our Subconsultant Agreement to redirect work as needed within the approved consultant/subconsultant team throughout the project to ensure on time and on budget delivery of services.





**CITY OF TEMPE, ARIZONA - ADA TRANSITION PLAN**  
**Project 6706241: Scope of Work & Fee Proposal**  
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**Scope of Services**

The Scope of Services discusses the objectives and tasks proposed for the City of Tempe's Self Evaluation & ADA Transition Plan. A project timeline is included which outlines a start date and the duration of the project to completion.

**1 – Project Management**

- 1.1 The Consultant will maintain project records and communications for the duration of the project.
- 1.2 The Consultant will perform regular budget and schedule monitoring.
- 1.3 The Consultant will prepare monthly invoices and progress reports.
- 1.4 Schedule
  - 1.4.1 The Consultant will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule
  - 1.4.2 Consultant will deliver per the timeline attached, unless project tasks are modified or delayed by the City.

**2 – Project Kick-off Meeting**

- 2.1 Meet with City staff to introduce the proposed project tasks and schedule. The proposed method for prioritizing barrier removal projects identified during the self-evaluation task will be presented and approved by the City. The cost estimating process will be discussed and approved by the City. Discuss the ADA Liaison Committee purpose, role and roster. The Consultant will coordinate with City staff to identify and obtain all necessary documents and materials to support the self-evaluation process.

**3 – Self-Evaluation**

- 3.1 Facilities, Parks & Public Rights of Way Review (Within Scope Defined). Establish survey teams which will conduct surveys based on forms developed by the Consultant or Subconsultant in consultation with the City. All survey data will be compatible with the City's existing Geographic Information System (GIS). Facility data is captured electronically with key information transferred to a point within your GIS system.

The Self Evaluation survey will include field data to determine compliance with 1) 2010 ADA Standards, 2) Federal Highway Administrations Manual on Uniform Traffic Control Devices



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(MUTCD) for Streets and Highways, 3) Proposed Guidelines for the Public Rights of Way, and other relevant proposed guidelines that are considered best practices, i.e. from the Access Board.

Facilities Included in this scope are as follows:

3.1.1 Review Public Rights of Way

**36 +/- Miles of Sidewalk**

**56 +/- Signals of signalized Intersections**

**700 +/- Curb Ramps**

**137 +/- Survey Bus Stops**

**Street Furniture: benches, included within the boundaries**

**(includes estimated reduction of private streets within the boundary)**

A. Develop Field Data Collection Tool: Consultant will develop and or modify field ready electronic forms that will be integrated into the field data collectors. Multiple forms will be available to optimize the different types of pedestrian facilities within the right-of-way. Consultant will provide necessary tools to complete these tasks.

B. Perform Pedestrian Facilities & Right-of-Way Surveys: Consultant or Subconsultant staff will perform all field data collection efforts within the described project limits. Field data collection will be downloaded and posted to the project database developed by the Consultant. The Consultant will review field data collected and analyze suspect facilities through standard quality assurance/quality control methods.

C. Project Management & QA/QC: The Consultant will provide the City of Tempe's Project Manager with monthly updates on the progress of surveys, schedule and budget updates. The Consultant will perform field rechecks on a sampling of the field data to confirm compliance. Suspect facilities will be investigated by the Consultant for re-surveying.

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**CITY OF TEMPE, ARIZONA - ADA TRANSITION PLAN  
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**3.1.2 Review Public Parking Areas and Neighborhood Parks:**

**Review Public Parking Areas:**

1. City Hall Parking Garage
2. City Hall West Lot
3. Tempe Beach Park surface lot
4. North side only, Tempe Town Lake Park parking lot
5. On-street accessible parking within map boundary

**Review Parks for general accessibility review to include on-street accessible parking and access routes to get into the parks:**

1. Corbell Park
2. Ehrhardt Park
3. Dwight Park
4. Selleh Park
5. Svob Park
6. Scudder
7. Benedict Field
8. Tempe Sports Complex
9. Papago (NWC and SWC of Curry and College)
10. North side only, Tempe Town Lake Park
  - i. Limited review: pedestrian paths, parking for the route to get from north side of lake to Mill

The areas identified will be included for determination of both the number of accessible parking spaces and the compliance of the spaces themselves, the access aisles serving them and their connection to a sidewalk system or other accessible routes. For the park areas, the consultant will review general accessibility throughout the park to include but not limited to the parking areas, the number of accessible parking spaces and the compliance of the spaces themselves, the access aisles serving them and their connection to a sidewalk system or other accessible routes. On-street parking or the absence of on-street parking compliance will be reviewed as well. Each survey report will identify compliance status of each facility with regards to both federal, county and state standards and include the following:

- Listing of the number of accessible parking spaces vs. total parking
- Recommended actions to resolve non-compliance issues for each park feature or parking facility.



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- Prioritized list of improvements using criteria developed by the Consultant and City.
- "Cost report" that assigns conceptual budget estimates to each recommended action.
- Photolog summary for each access issue identified.

3.2 Survey Data Report. The Consultant will create a separate survey and cost report for each facility type. Each survey report will identify compliance status of each facility with regards to both federal and state standards and include the following: (Included above)

- Listing of facilities that are in compliance with current standards.
- Listing of facilities that are not in compliance with current ADA requirements.
- Recommended actions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by the Consultant and City staff.
- "Cost report" that assigns conceptual budget estimates for planning purposes to each recommended action.
- Photolog or video summary for each facility.

3.3 Database Development & GIS Integration

3.3.1 Creation and Implementation of Database: Consultant will build a relational database structure for use throughout the project. The database structure will be developed in ArcGIS Server with GIS components consistent with the City of Tempe's GIS. Self-Evaluation data will be incorporated into a database that is spatially enabled for use with City of Tempe GIS.

3.3.2 Consultant shall deliver a GIS point and attribute data at each facilities physical location for that facilities various ADA compliance assessment and recommendations. The various GIS attributes required at each facility type shall be coordinated with the City of Tempe prior to commencement of data collection efforts. The City of Tempe will provide a location identifier to be used at each of the various facilities locations that shall be reflected in all GIS points and reports that are prepared by the client. Providing the GIS location and facilities ID within the data will tie the surveyed information and its findings to each facility. Alternative methods of GIS deliver could include text or excel based file formats provided those files include the physical location, location ID, and all the required GIS attribute information (in a column based format) that can be imported into GIS.



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3.3.3 Define ULIP Software & Customization Options: Consultant will develop field ready and complete checklists and electronic forms that will be integrated onto Segway data collectors. Consultant will program data collection sets as defined and approved by the City during the project kick off period. Consultant will monitor and calibrate ULIP data collection.

3.3.4 Database Management: The Consultant will process field data and the results will be analyzed using custom GIS scripts and routines designed to identify anomalies, errors and missing information. The post-processed data will be posted to the GIS database.

3.3.5 Project Management and QA/QC Reporting: The Consultant will conduct quality control review of field data and post processing using automated data processing routines and manual spot checks. Anomalies, missing data or errors found will be fed back to Consultant Field Data Manager for recollection. Completed field data will be compiled onto GIS database and readied with recommended solutions and preliminary cost estimates.

3.3.6 Technology Validation & Testing: Various instruments are used in measuring ADA facilities. The data provided to a client is considered mapping grade surveys for planning purposes to determine locations where specific items are out of compliance according to the ADA guidelines. Cole recognizes that sidewalk slabs can contain variability within slopes to adjacent measured slabs. We have addressed this by measuring the center of the traveled pedestrian access route using the Ultra-Light Inertial Profiling (ULIP-ADA) equipment. ULIP-ADA validation testing against traditional smart level methods are conducted at regular intervals to ensure the results fall within acceptable tolerances for planning purposes. Data provided is for planning purposes and are not meant to replace traditional topographic survey at the time of a project to address design correction of the identified barrier.

3.3.7 City GIS team will have access to data review and manipulation through a web viewer format throughout the project.



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4 – Transition Plan Development

Coordinate with City staff in the development of a strategy for developing the Transition Plan, including a review of City ordinances, design policies and design standards related to curb ramps and sidewalks. Identify issues which should be addressed to confirm that policies are nondiscriminatory to people with disabilities.

- 4.1 Review Current Design Standards. The Consultant will review the current Client design standards for compliance with the ADA for both buildings and public rights of way. Consultant will review the City of Tempe's current standards, details and specifications as it pertains to pedestrian facilities within the right-of-way relative to 2010 ADA, PROWAG, and other nationally accepted accessibility guidelines. Findings and recommendations will be incorporated into ADA Self Evaluation Report & Transition Plan.
- 4.2 Develop the Evaluation Process. Assist the City in developing a process and format to evaluate the accessibility improvements identified in Task 3, utilizing prioritization and evaluation criteria. The Evaluation Process will be determined early in the project and reviewed in depth at Kick-Off Meeting.
- 4.3 Evaluate and make recommendations on exceptions or exemptions that may apply under the terms of the ADA. This may include exemptions related to structures of historic significance, alterations affecting the fundamental nature of a service, activity or program under financial and administrative burden, or structural changes.
- 4.4 Facilitate Public Workshop. The Department of Justice requires that public entities that are engaging in an ADA Transition Plan process include "appropriate consultation with individuals with disabilities" as part of this process. The Consultant will facilitate a public workshop for the City to review the Draft Self-Evaluation and Transition Plan. The Consultant will prepare outreach materials, conduct the workshop, and prepare a brief summary of the workshop to highlight action items. The city will be responsible for the promotion of the workshop and encouraging attendance by the disability community. The Consultant will provide an alternate format that is compatible with screen readers of all materials provided. Note that some graphics or maps may not be able to be fully depicted in alternate formats.

5 – Documentation

- 5.1 Summary of Findings and Recommendations. Consultant and Subconsultant(s) will prepare a summary document of findings and recommendations that will serve as a resource guide for City staff and aid in the development of the Transition Plan draft.

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- 5.2 Draft Self-Evaluation and Transition Plan. The Consultant will prepare the Self-Evaluation and Transition Plan for the City for Phase I. The plan will include:
- An executive summary which will describe the project purpose, process, and most significant findings summarized in tables;
  - All survey data reports provided by the Consultant. Each report will identify compliance status of each facility with regards to both federal, county and state standards.
  - A prioritized schedule with cost estimates for the removal of barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation; and
  - Suggested compliance language, verbiage or code revision language for recommended updates to policies, practices and procedures, as reviewed within the scope defined.
- 5.3 Final Self-Evaluation and Transition Plan – Following review by the Client, City, and relevant community review of Draft Plan, the Consultant will incorporate all comments and prepare the Final Plan for presentation.
- The city is responsible to draft action items for inclusion into the Transition Plan portion. These may include an outline of plans to remove identified barriers over time; action on any necessary updates to policies, practices or procedures; training plans for the future, etc.
  - The Consultant will provide two (2) reproducible hard copies and an electronic copy in Adobe PDF format to the City.
  - The fee proposed covers a basic Transition Plan format due to the future phases anticipated. Graphically dense and customized formats are available for an additional fee, and are recommended at the final phase of the project.
  - The Consultant will provide within the plan an electronic updating mechanism by which to update the plan as it becomes compliant.

## 6 – Staff Training

No City Staff Training included in this phase.

## 7 – Meetings & Deliverables

- 7.1 Kick-Off Meeting: One (1) thorough kick-off session in person with City staff. All appropriate Consultant staff and Subconsultant(s) staff will attend.

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**CITY OF TEMPE, ARIZONA - ADA TRANSITION PLAN**  
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- 7.2 Progress meetings. Four (4) progress meetings to discuss project status in person or via online 'goto' meeting.
- 7.3 Findings meeting: One (1) in person progress meetings with City staff to present findings of self-evaluation assessments in person.
- 7.4 Public Outreach Meeting: One (1) in person public outreach meeting, **which will include accommodations upon request including but not limited to: an American Sign Language interpreter, CART services, screen reader accessible documents on line and other requested reasonable disability accommodations.**
- 7.5 Miscellaneous Meetings. Up to two (2) teleconference team meetings with various project stakeholders.

**Schedule:** The Consultant will provide its services as expeditiously as practicable and work with the City to develop a mutually agreeable schedule.

**Deliverables:** The Consultant will deliver the following materials to the City:

1. Monthly Progress Reports and Invoicing. Monthly invoicing will indicate percentage of completion reached by month.
2. Findings Summary prior to drafting plan.
3. Two (2) copies of the Draft ADA Self-Evaluation and Transition Plan and planning level maps of proposed improvements.
4. Two (2) paper copies and one (1) PDF of the Final ADA Transition Plan, including detailed appendices of findings, prioritization, cost estimating, and planning level map of proposed improvements.
5. Alternate format that is compatible with screen readers will be provided for the Self-Evaluation & Transition Plan content. Note that some images contained with compliance reports, GIS content, graphics or maps may not be able to be fully depicted.
6. All alternate formats made available throughout the project are budgeted to not exceed \$1,400 in expense to the Consultant.
7. The integration of final GIS data and a city training on GIS integration is provided in Phase II. GIS web-based access to the data will be available to the city GIS team at all times during the project.

## **ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope will be considered additional services. Such services, if any, shall be furnished by the Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement or made available on an hourly rate basis.

Additional services we can provide include, but are not limited to, the following:



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- Review of any existing projects or past projects for ADA compliance not defined in Scope of Services.
- Counsel with City or other City Consultants currently contracted by the City for design, planning or construction projects.
- Coaching, Training or Interpretation of ADA guidelines and regulations beyond what is provided during project orientation and kick-off.
- GIS Integration of data into City's GIS system. (anticipated in Phase II)
- Graphically dense Self Evaluation & Transition Plan Design. Customized formats are available for an additional fee, and are recommended for consideration at a final phase of the project.
- SharePoint Website
- Alternate formats of all types requested will be made available throughout the project. Total costs to the Consultant shall not exceed \$1,400 in expense. Formatting beyond \$1,400 for transcription or other services shall be an additional fee to the Client.
- Staff Training beyond what is defined in Scope of Services.
- Software development or customization of software beyond what is defined in Scope of Services.
- Assisting City or contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Providing additional printing for document distribution.
- Additional Meetings Required by City.
- Review of additional facilities or any additional services not defined in the Scope of Services.

**PROJECT TEAM – KEY LEAD TEAM MEMBERS**

**Mike Vonderheide**  
Senior Project Manager  
401 S. 18th Street, Suite 200  
St. Louis, MO 63103  
314.984.9887 x1155  
314.662.1636 *cell*  
[mvonderheide@colestl.com](mailto:mvonderheide@colestl.com)

**Mark Mosby**  
GIS Manager  
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314.984.9887 x1119  
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**Belinda G Banger**  
Vice President  
ADA Liaison  
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Phoenix, AZ 85016  
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314.984.9887  
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**Kristi Avalos**  
President/CEO  
Accessology Too, Inc.  
301 W. Louisiana St.  
McKinney, TX 75069  
972-434-0068  
[kjavalos@accessology.com](mailto:kjavalos@accessology.com)



**CITY OF TEMPE, ARIZONA - ADA TRANSITION PLAN**  
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**Draft Time Line – 12 month project – subject to city input**

ACTIVITY	START	END	NOTES
Project Start	5/1/2015		
Project Kick off meeting	5/18/2015	5/18/2015	Or, Upon Contract Approval
Conduct Self Evaluation	6/1/2015	9/29/2015	Actual kick-off meeting date TBD, the month of May
Prioritization & Cost Estimating	09/29/2015	10/29/2015	
Documentation Development-Findings	10/29/2015	11/13/2015	
Findings Meeting	11/15/2015	11/30/2015	Actual meeting date TBD, the month of November
City Reviews Findings & Provides Feedback	11/30/2015	12/15/2015	
Prepare for Public Outreach	12/15/2015	12/30/2015	
Public Outreach Session	01/01/2016	01/31/2016	Actual meeting date TBD, the month of January
Develop Transition Plan	1/31/2016	2/28/2016	
Submit Draft Transition Plan	2/28/2016	2/28/2016	
City Reviews & Comments	03/01/2016	03/31/2016	
Draft Final Transition Plan Created	4/1/2016	5/1/2016	
City to Present Final Transition Plan	5/1/2016	5/31/2016	
Project End	5/31/2016	5/31/2016	

**\*Note that Project Timeline may be modified upon city/consultant agreement.**



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**COMPENSATION**

Contract to be executed with prime consultant, Cole & Associates, Inc. d.b.a. Cole Design Group, Inc. in the state of Arizona responsible for overall project delivery:

**TOTAL PROPOSAL: \$195,062 – Lump Sum, by Task Category**

Accessology	Cole	Total	Task Category
2,634	17,126	\$ 19,760	Project Management
6,492	6,277	\$ 12,769	Project Meetings
17,280	89,243	\$ 106,523	Self Evaluation: Survey/Findings/Cost Estimating/Prioritization/Data Processing/QA&QC
5,959	18,345	\$ 24,303	Transition Plan Development & Public Outreach
	19,324	\$ 19,324	Technology (GIS, ULIP and Tablets)
		\$ -	<u>Direct Expense:</u>
	12,382	\$ 12,382	Travel & Alternate Formatting Service Fees
<b>32,365</b>	<b>162,697</b>	<b>\$ 195,062</b>	<b>TOTAL</b>

**Following Pages Include Back Up Information:**

- Schedule of Fees for Prime Consultant and Subconsultant – for back up detail only.
- Rates reflecting Overhead & Profit



ST LOUIS - CITY OF TEMPE ADA TRANSITION PLAN - PHASE 1 COST ESTIMATE - TECHNOLOGY ENHANCEMENTS (no portal)  
 ST CHARLES - 1700 S. MOUNTAIN  
 SUITE 307  
 SCOTTSDALE, ARIZONA 85251  
 PHONE: 480.948.7777  
 FAX: 480.948.7777  
 EMAIL: SALES@COLEDESIGN.COM  
 WEBSITE: WWW.COLEDESIGN.COM

Code	Description	Project Manager		Senior Designer		ADA Liaison		UI/UX Specialist		Survey Tech		GIS Manager		GIS Specialist		Eng Infirm		Survey Crew		Admin		Sub-Total & Total	
		Time	Cost	Time	Cost	Time	Cost	Time	Cost	Time	Cost	Time	Cost	Time	Cost	Time	Cost	Time	Cost	Time	Cost	Time	Cost
1.) Project Management																							
44	Project Management & Project Status Reports		\$6,425	28	\$2,496	44	\$6,425																
2.) Project Kick-Off Meeting																							
16	Project Prep. & Kickoff Meeting		\$2,336	12	\$1,070	16	\$2,336																
3.) Self Evaluation																							
2	Review Std. Const. Details, Specifications & Findings/Recommendations		\$292	20	\$1,788																		
0	Field Survey		0	6	\$535	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Develop Work Maps		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Survey Stakewalks, Obstructions, Cops, ect.		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Survey Signalized Intersections		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Survey Curb Ramps		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Survey Parking & Parks see subcontract		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Accessibility		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Survey Bus Stops		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Survey Street Furniture		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Field Observation Monitoring		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Data Monitoring		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	QA/QC, Equip. Calibration, Validation, & Field Re-Checks		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Project Travel		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Data Processing		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Intersection/Preld. Facility Data Analysis-Daily		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	UIP Data Analysis-Daily		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Intersection/Preld. Facility Data Analysis-Post		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	UIP Data Analysis-Post		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Implementation		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Priority		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Cost Reports		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	QA/QC-Cost Reports		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Summary of Findings		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Inventory Reports		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Compliance Reports		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Project Mapping		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	QA/QC - Compliance Reports		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Generation of Data Results Tables & Spreadsheets		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Compliance Tracking Reporting		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3.) Transition Plan Development & Public Outreach																							
32	Transition Plan- Draft Report		\$1,252	44	\$3,923	16	\$2,336																
6	Public/Disability Community Outreach		\$876	0	0	24	\$3,505																
8	City Public Workshop		\$1,168	0	0	8	\$1,168																
4	Public Outreach Summation & Report		\$584	0	0	4	\$584																
4.) Technology																							
GIS Set Up																							
0	ArcGIS/SQL SDE Instance		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Base Feature Classes Setup		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Prepare Background GIS Data		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Road/C/L Data based on requirements		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Intersection Feature Classes & Form Setup		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Create Work Areas/Zones		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Aerial Imagery Plug-in/Caching		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Reporting Tool & Forms Plug-in		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	UIP BG Data (Waypress, StreetNames)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	UIP Collection/Processed Feature Classes		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	UIP Post Processing Tool Plug-in		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	UIP Prioritization Tool Plug-in		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Background Feature Classes Setup		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Background Interface Forms for Data Collection		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Acrobat Interface Forms Plug-in		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Reporting Tool & Forms Plug-in		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Web Portal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Sharepoint Framework (optional - removed for budget parameter)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	GIS Maps & Feature Services (City Access)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	Sharepoint Maps (Per Map) (optional - removed for budget parameter)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0	See Additional Direct Technology Costs At Bottom of Estimate		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Sub-Total																							
Total Sub-Total																							

Date: 2/24/2015  
 Sub-Total & Total: \$17,126



**COLE & ASSOCIATES, INC.**  
**HOURLY BILLING RATES**  
**EFFECTIVE JANUARY 1, 2014**

**Rounded to nearest % and/or nearest dollar**

**ROADWAY DESIGN SERVICES - DISTRICT 6**

<u>EMPLOYEE CLASSIFICATION</u>	<u>Actual Hourly Labor Rate</u>	<u>Payroll Adds 46.00%</u>	<u>G &amp; A OH 141.00%</u>	<u>Profit 12.00%</u>	<u>2014 Billing Rate</u>
Project Executive	\$ 72.90	\$ 34.00	\$ 103.00	\$ 25.19	\$ 235.09
Associate/Project Manager, P.E.	\$ 50.39	\$ 23.00	\$ 71.00	\$ 17.33	\$ 161.72
Senior Project Manager, P.E.	\$ 45.38	\$ 21.00	\$ 64.00	\$ 15.65	\$ 146.03
CADD/IT/GIS Manager	\$ 46.36	\$ 21.00	\$ 65.00	\$ 15.88	\$ 148.24
Engineering, Project Manager, P.E.	\$ 42.07	\$ 19.00	\$ 59.00	\$ 14.41	\$ 134.48
Engineering Senior Engineer, P.E.	\$ 33.65	\$ 15.00	\$ 47.00	\$ 11.48	\$ 107.13
Engineering Project Engineer III, P.E.	\$ 30.50	\$ 14.00	\$ 43.00	\$ 10.50	\$ 98.00
Engineering Project Engineer II, P.E.	\$ 28.00	\$ 13.00	\$ 39.00	\$ 9.60	\$ 89.60
Engineering Project Engineer I, EIT	\$ 25.49	\$ 12.00	\$ 36.00	\$ 8.82	\$ 82.31
Engineering Technician I-Office	\$ 21.63	\$ 10.00	\$ 31.00	\$ 7.52	\$ 70.15
Engineering Technician II-Office	\$ 24.04	\$ 11.00	\$ 34.00	\$ 8.28	\$ 77.32
Engineering Technician I-Field	\$ 16.83	\$ 8.00	\$ 24.00	\$ 5.86	\$ 54.69
Engineering Technician II-Field	\$ 19.23	\$ 9.00	\$ 27.00	\$ 6.63	\$ 61.86
Engineer Intern	\$ 12.00	\$ 6.00	\$ 17.00	\$ 4.20	\$ 39.20
Senior Designer	\$ 35.47	\$ 16.00	\$ 50.00	\$ 12.18	\$ 113.65
Designer	\$ 27.60	\$ 13.00	\$ 39.00	\$ 9.55	\$ 89.16
GIS Supervisor	\$ 31.25	\$ 14.00	\$ 44.00	\$ 10.71	\$ 99.96
GIS Specialist	\$ 21.00	\$ 10.00	\$ 30.00	\$ 7.32	\$ 68.32
GIS Intern	\$ 10.10	\$ 5.00	\$ 14.00	\$ 3.49	\$ 32.59
ADA Coordinator	\$ 48.08	\$ 22.00	\$ 68.00	\$ 16.57	\$ 154.65
Administrative Assistant	\$ 20.25	\$ 9.00	\$ 29.00	\$ 6.99	\$ 65.24
Administrative Intern	\$ 10.10	\$ 5.00	\$ 14.00	\$ 3.49	\$ 32.59

**SURVEYING SERVICES - DISTRICT 10**

<u>EMPLOYEE CLASSIFICATION</u>	<u>Actual Hourly Labor Rate</u>	<u>Payroll Additives 46%</u>	<u>G &amp; A Overhead 141%</u>	<u>Profit 12.00%</u>	<u>2014 Billing Rate</u>
Survey Principal	\$ 49.42	\$ 23.00	\$ 70.00	\$ 17.09	\$ 159.51
Survey Manager	\$ 35.23	\$ 16.00	\$ 50.00	\$ 12.15	\$ 113.37
Surveyor Tech IV	\$ 30.73	\$ 14.00	\$ 43.00	\$ 10.53	\$ 98.26
Surveyor Tech III	\$ 26.00	\$ 12.00	\$ 37.00	\$ 9.00	\$ 84.00
Surveyor Tech II	\$ 21.65	\$ 10.00	\$ 31.00	\$ 7.52	\$ 70.17
Surveyor Tech I	\$ 17.50	\$ 8.00	\$ 25.00	\$ 6.06	\$ 56.56
Survey Intern	\$ 10.10	\$ 5.00	\$ 14.00	\$ 3.49	\$ 32.59
1 Man Survey Crew	\$ 38.00	\$ 17.00	\$ 54.00	\$ 13.08	\$ 122.08
2 Man Survey Crew	\$ 41.96	\$ 19.00	\$ 59.00	\$ 14.40	\$ 134.36

**Project Costs that can be billed:**

Lodging at Actual Cost or per Diem	Printing & Plotting costs
Meals at Actual Cost or per Diem	Mailing, shipping, courier costs
Specialized Equipment Costs	Subconsultants

**Costs to be included in Overhead:**

Telephone, Fax	Costs to make CDs or DVDs
Copying	Surveying or GPS equipment costs
Computer Costs	Test Equipment costs
	CADD Equipment Costs

**Non Direct project costs to be included in Overhead:**

Printing & Plotting costs	
Mileage at IRS rate	Mailing, shipping, courier costs

*CPH*

*CPH*

*CPH*

**CITY OF TEMPE, ARIZONA - ADA TRANSITION PLAN**  
**Project 6706241: Scope of Work & Fee Proposal**  
**04.10.15**

ACCESSOLOGY Tempe ADA Transition Plan						
TASK	CLASSIFICATIONS					
	Principal	Project Manager	Senior Project Professional	Project Professional	Support Staff	TOTAL
<b>TASK 1 - Project Management</b>						
1.1 Maintain Project Records, budgets and communications	14	5	10	0	10	39
1.2 Prepare Progress Reports	2	6	6	0	10	24
<b>Subtotal TASK 1</b>	16	11	16	0	20	63
						\$1,701.77
						\$932.60
						\$2,634.37
<b>TASK 2 -Project Kick Off Meeting</b>						
2.1 Meet with client staff to introduce the proposed project tasks and schedule.	22	8	8	10	9	57
<b>Subtotal TASK 2</b>	22	8	8	10	9	57
						\$2,487.74
						\$2,487.74
<b>TASK 3 - Self Evaluation</b>						

*CPH*

**CITY OF TEMPE, ARIZONA - ADA TRANSITION PLAN**  
**Project 6706241: Scope of Work & Fee Proposal**  
**04.10.15**

3.1 Parking analysis and Parks evaluation	50	70	70	70	80	340	\$13,676.50
3.2 Staff Orientation Workshop	22	15	15	15	20	67	\$3,603.01
<b>Subtotal TASK 3</b>	<b>72</b>	<b>85</b>	<b>85</b>	<b>85</b>	<b>100</b>	<b>407</b>	<b>\$17,279.51</b>
<b>Task 4 - Transition Plan Development</b>							
4.1 Develop strategy for developing the Transition Plan	10	8	8	0	9	35	\$1,516.68
4.2 Prioritize the accessibility improvements by facility type and severity	5	2	2	0	0	9	\$451.88
4.3 Evaluate and make recommendations on exceptions or exemptions	5	3	0	0	4	12	\$514.37
4.4 Participate in Public Workshop	10	8	6		8		\$1,398.90
<b>Subtotal TASK 4</b>	<b>30</b>	<b>21</b>	<b>16</b>	<b>0</b>	<b>21</b>	<b>56</b>	<b>\$3,881.83</b>
<b>Task 5 - Documentation</b>							
5.1 Prepare a plan summary document that will serve as a resource guide for Client staff.	6	6	6	0	8	26	\$1,091.24

*CPI*

**CITY OF TEMPE, ARIZONA - ADA TRANSITION PLAN**  
**Project 6706241: Scope of Work & Fee Proposal**  
**04.10.15**

5.2 Prepare individual reports per facility with priorities and cost estimates included.	4	6	6	0	8	16	\$985.48
<b>Subtotal TASK 5</b>	10	12	12	0	16	42	\$2,076.72

<b>TASK 6 - Meetings</b>							
6.1 Progress Meetings (up to 3 Monthly)	30	9	8	0	10	57	\$2,648.79
6.2 Miscellaneous Meetings (up to 2 by phone)	10	6	6	0	10	32	\$1,355.64
<b>Subtotal TASK 6</b>	40	15	14	0	20	89	\$4,004.43

\$32,364.60

Rounded \$ 32,365

*CPH*

### Education

University of Missouri, Rolla  
Bachelor of Science, Civil  
Engineering

### Professional Affiliations

American Society of Civil  
Engineers (ASCE)

### Registrations

Professional Engineer  
in the Following States:

Illinois  
Missouri

### Professional Summary

Mr. Vonderheide has over 30 years of comprehensive experience in civil engineering and construction including multiple aspects of transportation and roadway design. He is Cole's Project Manager for all Americans with Disabilities Act (ADA) Transition Planning projects and the ADA Compliance Review Engineer. Mr. Vonderheide is deftly experienced in Access Board Guidelines for PROWAG and ADAAG and is highly knowledgeable in the technical requirements of providing accessible routes within public right-of-way. He is skilled in preparing ADA compliance checklists and managing survey data collection for municipalities. Mike was instrumental in identifying the ULIP (Ultra Light Inertial Profiler) technology and applying proven data collection methods for greater accuracy and costs savings throughout the transition planning process.

### Select Project Management Experience

#### **ADA Transition Plan - Chandler, AZ**

Mike is managing a team of consultants performing a comprehensive ADA Transition Plan which includes review of City facilities, public rights-of-way, parks, trails, and high pedestrian traffic areas with regard to access and barrier removal. Inventory collection includes intersections, curb cuts, sidewalks and bus stops. The information will be gathered, prioritized and schedule for remediation based on future budget allocations using Cole's exclusive ULIP technology, GIS technology and software solutions. The team is also analyzing City-wide and departmental policies, as well as a comprehensive list of 150 city programs for ADA compliance.

#### **ADA Transition Plan - St. Louis, MO**

Cole is assisting St. Louis County with the implementation of an ADA Public Infrastructure Transition Plan. Mike is the Project Manager for the inventory of approx 800 miles of sidewalk and inspection of nearly 4000 intersections which includes 1200 signalized intersections and approx 8900 curb ramps as well as 120 islands. Cole trained a team of St. Louis County technicians to conduct the ADA public inventory in a more accurate and cost effective manner by utilizing new and modern technology which involves a ULIP (Ultra Light Inertial Profiler) mounted on a segway.

#### **ADA Transition Plan - Clayton, MO**

Mike managed a field crew who examined the existing conditions of pedestrian access routes. Data was collected on 60 miles of sidewalk, 850 curb ramps, 150 signals, and 30 islands. Inventory was conducted using a highly accurate and cost effective technology called the ULIP-ADA™ along with a Cole developed ArcGIS Database, web portal and electronic forms for data collection, synching, and sharing. A prioritized list of barriers and estimated annual budget for removal will be prepared. Cole is also assisting with staff training, public outreach, and grievance procedures.

#### **ADA Transition Plan - Oklahoma Department of Transportation**

Mike is collaborating with a consultant team on the implementation of a draft ADA Transition Plan for all state transportation infrastructure within the public right-of-way. Cole has collected 168 miles of sidewalk data and completed inspection of 1,068 intersections. Cole is utilizing the ULIP-ADA™ for sidewalk data collection and computer tablets with ADA compliance forms for intersection and curb ramp data collection. A detailed construction estimate and prioritized listed of barriers to be removed is being developed for the project.

**EXHIBIT B**  
**AFFIDAVIT DEMONSTRATING LAWFUL**  
**PRESENCE IN THE UNITED STATES**

ARS §§1-501 and 502 require completion of the form to apply to the City for a local public benefit (defined as a grant, contract or loan). You must demonstrate through the presentation of one of the following documents that you are lawfully present in the United States.

**LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY**  
**PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.**

Please present the document indicated below to the City. If mailing the document, attach a copy of the document to this Affidavit. (If the document may not be copied, present the document in person to the City for review and signing of the affidavit.)

- \_\_\_\_\_ 1. An Arizona driver license issued after 1996.  
Print first 4 numbers/letters from license: \_\_\_\_\_
- \_\_\_\_\_ 2. An Arizona non-operating identification License.  
Print first 4 numbers/letters: \_\_\_\_\_
- \_\_\_\_\_ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.  
Year of birth: \_\_\_\_\_: Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 4. A United States Certificate of Birth abroad.  
Year of birth: \_\_\_\_\_: Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 5. A United States passport.  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- \_\_\_\_\_ 6. A foreign passport with a United States Visa.  
Print first 4 numbers/letters on Passport \_\_\_\_\_  
Print first 4 numbers/letters on Visa \_\_\_\_\_
- \_\_\_\_\_ 7. An I-94 form with a photograph.  
Print first 4 numbers on I-94: \_\_\_\_\_
- \_\_\_\_\_ 8. **A United States Citizenship and Immigration Services Employment Authorization Document (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- \_\_\_\_\_ 9. **Refugee travel document.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- \_\_\_\_\_ 10. **A United States Certificate of Naturalization.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- \_\_\_\_\_ 11. **A United States Certificate of Citizenship.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- \_\_\_\_\_ 12. **A tribal Certificate of Indian Blood.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- \_\_\_\_\_ 13. **A tribal or Bureau of Indian Affairs Affidavit of Birth.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

**I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company (if applicable)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date:

\_\_\_\_\_  
City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: \_\_\_\_\_  
EMPLOYEE NUMBER: \_\_\_\_\_

**ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423.**



**EXHIBIT C  
AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE  
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

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Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

\_\_\_\_\_ Current copy of antidiscrimination policy attached

OR

\_\_\_\_\_ I hereby certify \_\_\_\_\_ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**CITY OF TEMPE  
TEMPE, ARIZONA  
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT  
REGARDING  
HEALTH INSURANCE**

\_\_\_\_\_,  
Arizona

Date \_\_\_\_\_

**ADA Self Evaluation and Transition Plan  
Project No. 6706241**

I hereby certify that \_\_\_\_\_ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: \_\_\_\_\_

Type of Insurance (PPO, HMO, POS, INDEMNITY): \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Effective Date (MM/DD/YY): \_\_\_\_\_

Policy Expiration Date (MM/DD/YY): \_\_\_\_\_

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
General Contractor/Prime Consultant

By: \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF MARICOPA        )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

## **City of Tempe**

### **Guidelines for Implementation of Health Insurance**

These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120<sup>th</sup> day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Director, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.