This Contract is made and entered into on the ______ day of ______, 2019, by and between the City of Tempe, an Arizona municipal corporation ("City"), and T.Y. Lin International, Inc., a California corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as Design Options – New Bus Shelters, Project No. 6005231B ("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 provide design, as described in Exhibit “A” attached.

1.2. Consultant has assigned James Barr 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 follow and comply with the Arizona Utility Coordinating Committee’s Public Improvement Project Guide and the City’s Utility Permit and Construction Manual, latest revisions, as directed by City.

1.4. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City’s Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared in CAD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24” x 36” in size.

1.5. Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.
1.6. 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.

1.7. Consultant shall perform the work in a manner and at times which do not impede or delay City’s operations and/or functions.

1.8. 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 within two hundred (200) calendar days of the date appearing on the “Notice to Proceed” issued by City. In the event delays are experienced beyond the control of Consultant, the schedule shall be revised as reasonably 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 $156,417.62, unless otherwise authorized by City. This fee includes an allowance of $2,000.00 for reimbursable expenses, which in no event will ever be more than actual cost.

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

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Method</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Services</td>
<td>Hourly not to Exceed</td>
<td>$82,084.00</td>
</tr>
</tbody>
</table>

Subtotal Task Amount: $82,084.00

<table>
<thead>
<tr>
<th>Allowances</th>
<th>Method</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursable Expenses</td>
<td>Not to Exceed</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Sub-consultant Services</td>
<td>Not to Exceed</td>
<td>$48,178.88</td>
</tr>
<tr>
<td>Micro Stop Design</td>
<td>Not to Exceed</td>
<td>$9,154.74</td>
</tr>
<tr>
<td>Owner’s Allowance</td>
<td>Not to Exceed</td>
<td>$15,000.00</td>
</tr>
</tbody>
</table>

Subtotal Allowances Amount: $74,333.62

Total Compensation Not to Exceed: $156,417.62

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 sub-consultant(s).

4.3. City reserves the right to conduct an independent value engineering review of the Project.

4.4. City may retain a consulting firm to prepare an estimate of construction costs. City may choose not to bid the Project unless and until all estimates received fall within a reasonable variance, as determined by City.

4.5. 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:
4.5.1. 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.

4.5.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

4.5.3. 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 60 E. Rio Salado Parkway, Suite 501, Tempe, AZ 85281. 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 inexcusable delay, default, non-performance or breach by Consultant, City shall be entitled to all remedies under the law. No premium will be awarded to Consultant for delivery and/or performance within the Contract term.

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. Consultant shall be solely responsible for deductible or self-insured retentions.

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. **Sub-consultants/Contractors.** Consultant shall include all sub-consultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant 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 sub-consultant(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).

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 Engineering and Transportation Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Engineering and Transportation 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 Engineering and Transportation Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Engineering and Transportation 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 Engineering and Transportation 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 unless consultant receives written approval from the 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 indemnify and hold harmless City, its officers, and its employees, from liabilities, damages, losses, and costs, including reasonable attorney fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful conduct of Consultant, its subcontractors, design professionals, or other persons employed or used by Consultant in the performance of the contract or subcontract. Nothing in this section shall prohibit the requirement of insurance coverage that complies with this section, including the designation of any person as an additional insured on a general liability insurance policy or as a designated insured on an automobile liability policy. 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 based upon the criteria outlined in Exhibit C.

15.4. Legal Compliance. Consultant agrees and covenants that it will comply with 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 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 at the time services are performed. 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. **Boycott.** Consultant certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

15.6. **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 15.6 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

15.7. **Effective Date.** This Contract shall be in full force and effect only when signed by the duly authorized City officials and the duly authorized agent of Consultant.

15.8. **Governing Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona.

15.9. **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.
15.10. **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 15.10, 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.

15.11. **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.

15.12. **Consultant’s Good Standing.** Consultant hereby warrants and represents that it is a California 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.

15.13. **Independent Contractor.** Nothing contained in this Contract shall be deemed or construed by the parties hereunto 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.

15.14. **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.

15.15. **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.

15.16. **No Waiver.** No breach or default hereunder shall be deemed to have been waived by 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.
15.17. **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.

15.18. **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.

15.19. **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.

15.20. **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.

15.21. **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.

15.22. **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:**
Marilyn DeRosa
City Engineer
City of Tempe
Engineering and Transportation
Department/Engineering Division
31 E 5th Street, Mail Stop 01-8
Tempe, AZ 85281

**CONSULTANT:**
(Printed Name of Signatory)
T.Y. Lin International, Inc.
60 E. Rio Salado Parkway, Suite 501
Tempe, AZ 85281
15.23. 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.

15.24. 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]
Design Options – New Bus Shelters
Project No. 6005231B

DATED this 27th day of June, 2019.

CITY OF TEMPE, ARIZONA

By: _____________________________
   Mark W. Mitchell, Mayor

By: _____________________________
   Engineering and Transportation Director

ATTEST:

______________________________
Carla R. Reece, City Clerk

Recommended By:

______________________________
Deputy Engineering and Transportation Director/City Engineer

APPROVED AS TO FORM:

______________________________
Judith R. Baumann, 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
T.Y. Lin International, Inc.

____________________________________
Signature

____________________________________
Printed Name

____________________________________
Title

____________________________________
Email Address

____________________________________
Federal I.D. No./Social Security No.
May 20, 2019

Ms. Sharletha Johnson, MBA, P.E.
Senior Civil Engineer
City of Tempe Public Works/Engineering
31 E 5th Street
Tempe, Arizona 85281

Subject: Proposal for Design Options – New Bus Shelters

Ms. Johnson:

TY LIN International is pleased to present our proposal to provide conceptual and final design services for the development of new bus shelter details for the City of Tempe. Developed bus shelter details are assumed to ultimately be incorporated into the City's standard details MAG Supplement.

The attached Scope of Work, Professional Fee and Schedule are based on the Scope of Work and requirements contained in the Request for Statement of Qualifications, as well as follow up discussions regarding the scope of work held at a scoping meeting with the City on May 7th, 2019.

We have prepared the attached Scope of Services (Attachment "A"), along with a Detailed Fee Breakdown (Attachment "B") that describes the various work tasks and professional fees budgeted for completion of professional services for this project. A summary table of contract costs is provided below:

- Consultant Fee = $82,084.00 (Hourly, Not to Exceed)
- Allowances:
  - Micro Stop Design Development = $9,154.74
  - Owner's Allowance = $15,000.00
  - Subconsultants = $48,178.88
  - Reimbursable Expenses = $2,000.00

**TOTAL = $156,417.62**

The Preliminary Project Schedule (Attachment "C") is also provided with this proposal. As discussed at the Scoping meeting, the project schedule provides for an approximate 40-week design duration inclusive of a prototype fabrication phase.

We look forward to completing this exciting project with yourself and the City of Tempe. Should you have any questions regarding the attached proposal, please call us at (480) 968-8814.

Sincerely,

TY LIN INTERNATIONAL

James Barr, PE
Associate Vice President
Project Manager

Cc: Carlos Sanchez-Soria, Deputy Project Manager

Attachments:
(Attachment "A" – Scope of Services) (Attachment "B" – Detailed Fee Breakdown) (Attachment "C" – Project Schedule)
ATTACHMENT "A"

SCOPE OF SERVICES FOR
CITY OF TEMPE

DESIGN OPTIONS - NEW BUS SHELTERS
MAY 20, 2019

The City of Tempe desires to develop a new, standard bus passenger shelter detail for potential implementation at several of the current City bus stops to support and enhance an overall robust Tempe transit system. The bus shelter design is to be inspired by contemporary architecture, iconic, sustainable and provide the maximum amount of shade possible to pedestrians and bus stop users.

In addition, the City desires for the design to be easily fabricated and replicated, scalable to three different standard sizes and ideally able to be maintained and installed by City staff. Information provided in the original Request for Qualifications (RFQ) outlined the new bus shelter design requirements, considerations, standards and materials. The RFQ also outlined key stakeholders to engage in the process during design development. In addition to the RFQ, the TYLIN (Consultant) team held a project scoping meeting with City staff on Tuesday, May 7th to further discuss and clarify the RFQ requirements along with the City's intent for the new shelter design.

The following Scope of Services details the work involved for Consultant to prepare conceptual and final construction documents for a new City of Tempe standard Bus Shelter Design. Included as part of the project and detailed in these Scope of Services are the following project elements: project management and coordination, conceptual detail development, shade analysis, detailed design and construction documents, preparation of structural calculations, public outreach support and electrical/shelter solar lighting design.

Consultant will follow Quality Assurance/Quality Control (QA/QC) procedures for checking and reviewing concepts, design computations, and plans prior to submittal to the City. A quality control audit trail will be created throughout the entire project and kept as part of the official project records by the Consultant. Work will be documented, filed, and reviewed for quality and completeness.

Task 1 - Bus Stop Shelter Conceptual Design

The TYLIN team (TYLIN and J2 Engineering and Design) shall develop conceptual bus stop shelter, and associated street furniture, alternatives for review, discussion and approval by the City. Up to eight (8) concept 'sketches' will be prepared initially based on initial City and key stakeholder feedback regarding key elements and preferences at current bus stop facilities. Concept sketches will depict enough information to provide design intent. These details may include hand drawn plan views, sections, elevations, detail enlargement and design inspiration photography to illustrate certain proposed design concepts. It is the intention that after the initial concept sketches have been developed that the collective design team (including City and key stakeholder group) will select or merge ideas from the provided concepts narrowing down the selection to three (3) preferred concepts to be developed further.

Once the three (3) preferred concepts are identified, the TYLIN team will refine the proposed concepts and prepare 3D models depicting multiple views of each concept. Consultant will also prepare a Shade/Sun study for each concept to provide the City and stakeholder group with a sense of the shade footprint produced by the proposed shelter concept at different times throughout the
day during different seasons of the year. An Opinion of Probable Cost will also be developed for each of the three (3) preferred concepts and submitted during this phase of the project. It is the intention that after the preferred concepts are developed and detailed, the collective design team (including City and key stakeholder group) will select, or merge ideas from the provided concepts, one (1) final bus shelter concept to be carried forward into final design.

After the design team has selected the final concept, Consultant will revise and update the final 3D model based on any final feedback provided by the design team. The finalized 3D model will serve as the basis for preparation of final design documents described in Task 2 of this proposal.

Major elements that will be taken into consideration during the development of concepts include:

- Maximize Shade;
- Contemporary Architecture;
- Minimize Vandalism / Theft;
- Customizable Theming;
- Cost Effective;
- 3 'Standard' Sizes as outlined in the RFQ;
- Aesthetically Pleasing;
- Easy to Maintain;
- Easy to Install and Mass Fabricate;
- Ease of Repair;
- No Plastic / Wood elements;
- ADA Accessibility

See attached J2 Engineering and Design Proposal attached to this Scope of Services for additional information regarding this task.

**DELIVERABLES:**

- 1 SET OF 24X36" PRESENTATION BOARDS FOR INITIAL 8 CONCEPT SKETCHES
- 1 SET OF 24"X36" PRESENTATION BOARDS FOR 3 PREFERRED CONCEPT RENDERINGS (INCLUSIVE OF SUN/SHADE TIME OF DAY VISUALIZATIONS)
- 1 SET OF FINAL 24X36" PRESENTATION BOARDS FOR SELECTED CONCEPT TO BE MOVED INTO FINAL DESIGN (INCLUSIVE OF SUN/SHADE TIME OF DAY VISUALIZATIONS)

It should be noted that each of the above described deliverables will include plan, section and elevation views for all three (3) City standard size bus shelters.

**Task 2 – Bus Stop Shelter Final Design**

As part of this task, Consultant shall prepare final design documents and structural calculations for the concept selected as part of Task 1. Final design 8.5"x11" plan details, specifications and cost estimates will be prepared as part of this effort and will include the following items:

- Bus Shelter Final Details (for incorporation into City standard details):
  - Bus Stop Passenger Shelter Type A (Compact):
    - Elevation Plan (1 sheet)
• Roof Plan (1 sheet)
• Foundation and Roof Sections (1 sheet)
• Furniture Configuration for less than 8’ Minimum Sidewalk (1 sheet)
• Furniture Configuration for 8’ Sidewalk or larger (1 sheet)
• Floor/Foundation Plan Details (1 sheet)
• Typical Details, including associated Street Furniture (2 sheets)

  o Bus Stop Passenger Shelter Type B (Regular):
    • Elevation Plan (1 sheet)
    • Roof Plan (1 sheet)
    • Foundation and Roof Sections (1 sheet)
    • Furniture Configuration for less than 8’ Minimum Sidewalk (1 sheet)
    • Furniture Configuration for 8’ Sidewalk or larger (1 sheet)
    • Floor/Foundation Plan Details (1 sheet)
    • Typical Details, including associated Street Furniture (2 sheets)

  o Bus Stop Passenger Shelter Type C (Large):
    • Elevation Plan (1 sheet)
    • Roof Plan (1 sheet)
    • Foundation and Roof Sections (1 sheet)
    • Furniture Configuration for less than 8’ Minimum Sidewalk (1 sheet)
    • Furniture Configuration for 8’ Sidewalk or larger (1 sheet)
    • Floor/Foundation Plan Details (1 sheet)
    • Typical Details, including associated Street Furniture (2 sheets)

  o Miscellaneous Details, including Lighting Details (4 sheets)
• Structural Analysis & Design Calculations

Lighting and electrical design will be completed by TYLIN Subconsultant, Lee Engineering. Lee Engineering will look to incorporate solar lighting elements (paneling) within the bus shelter structure itself to the greatest extent feasible. Lee Engineering will coordinate solar lighting preferred equipment closely with the City throughout design development to ensure that materials put forth are fully supported by the City for future maintenance and replacement operations. The initial basis of solar lighting equipment design will be the current City T-654 Urban Solar products. However, as design completion nears, Consultant will solicit input from the City, and provide recommendations, if a different solar lighting package may be desirable for a currently unknown benefit. See attached Lee Engineering Proposal attached to this Scope of Services for additional information regarding the final design of lighting for the bus shelters.

Construction details are anticipated to be submitted at the 60%, 90% (Pre-Final), 100% (Post Prototype Manufactured) and Sealed milestone stages. At the 60% detail submittal stage, all detail types will be included as part of the submittal in a similar fashion to the current City of Tempe T-654 bus shelter details. All details shall be prepared in AutoCAD format in accordance with City standards submitted directly to the City Project Manager for distribution to the remainder of City staff.

All details shall be prepared using CAD and shall be developed at true 8.5”x11” plan detail size for easy incorporation into the City’s standard construction details.

The Consultant shall incorporate the City’s review comments into each subsequent submittal. The Consultant shall prepare a tabulation of the review comments and the proposed resolution for each comment. Consultant will provide a brief explanation for each comment that it proposes to not incorporate; otherwise the City expects all comments to be addressed.
Stage Reviews and Final PS&E Construction Documents. Consultant shall furnish the City with one (1) PDF file for the shelter details, and a cost estimate at the 60% and 90% review stages. Specifications will be included directly on the shelter details developed and will be initially included as part of the 60% submittal and finalized post manufacturing of a prototype structure at the 100% review stage. Sealed details, specifications, and estimate shall also be submitted in electronic format; AutoCAD format and Excel, respectively.

DELIVERABLES:
- BUS SHELTER FINAL DETAILS (60%, PRE-FINAL 90%, POST PROTOTYPE MANUFACTURER (100%) AND SEALED) – 8.5”X11” FORMAT
- SEALED STRUCTURAL CALCULATIONS
- 60%, 90% AND 100% DETAILED COST ESTIMATES

Task 3 – Project Management & Project Meetings

The Consultant shall establish a project management system to provide adequate scope, schedule and budget control, and be responsive to input from the City. Status and project meetings with all participating City staff will be conducted on a regular basis. The purpose of these meetings shall be to report to the City on project status issues such as work in progress, work completed, and delivery schedule.

The meetings shall also be for discussion of various technical issues and strategies associated with all phases of the project. Meetings shall be held with the City and other stakeholders as needed to coordinate multi-jurisdictional components of this project. Meeting minutes documenting the decisions made, ongoing items, action items, due dates and revised schedules shall be prepared by the Consultant and submitted to the City’s Project Manager for review prior to distributing to all attendees.

Consultant shall provide project management and coordination services required to complete the scope of work and coordinate the project with the City and stakeholders. The following is a list of anticipated activities:

- Project coordination with City staff and other project stakeholders;
- Supervise execution of work;
- Coordinate quality control reviews of project activities, deliverables and reports;
- Coordinate and monitor sub consultant activities;
- Prepare for, attend and document all project meetings (see below for further explanation);
- Prepare and update project schedule on a monthly basis and monitor progress;
- Provide monthly project update

Project Progress Meetings. Consultant shall arrange for a kick-off meeting through the City Project Manager. This meeting shall serve to clarify the lines of communication and other administrative details. Consultant shall then meet with the City and participating stakeholders on a regular basis to report project progress while simultaneously reviewing comments provided by the City on the technical documents provided as part of the milestone project submittals. Six (6) total meetings of this type are anticipated as part of this task inclusive of the project kickoff meeting. The Consultant shall prepare the meeting agendas, sign-in sheets, handout materials and shall distribute meeting minutes to the meeting attendees within five (5) business days of any meeting.
Consultant shall provide coordination services associated with various City departments involved in the project in addition to key project stakeholders and other agencies.

Comment Resolution Meetings. In conjunction with project progress meetings when warranted, Consultant shall participate in review meetings with City staff and project team, tabulate and address comments, and submit a written comment resolution summary, at each plan review stage. Comment resolution meetings should be scheduled as needed to facilitate this discussion and resolution. Comment responses will be documented for all review comments and that the Consultant should never independently delete or ignore review comments.

Public Outreach Support Services. It is anticipated that the City will take the lead on Public Outreach Support Services as discussed during the project kickoff meeting. For this project, the City will form the initial key stakeholder group consisting of a combination of City staff representing multiple departments, bus operators, bus stop bicycle user representation, Valley Metro staff potentially and key members of the bus stop using public. The City will organize two (2) key stakeholder group meetings during the Concept stage of the project. The first meeting is anticipated to be used to solicit input on key bus stop factors for consideration during development of concept designs. The second meeting is intended for the Consultant and key stakeholder group to collaboratively review developed concepts with in detail working towards a preferred concept to carry into final design. For these meetings, Consultant shall have 2-3 members in attendance and provide any level of graphical support/detail development that is needed to assist in facilitating a successful group discussion. Consultant shall also work with the City in advance of the first meeting to develop a comprehensive list of survey items to seek input from the group on in regard to prioritizing factors during development of the various conceptual bus shelter designs (i.e. shade, comfort, architecture, etc.). It is anticipated that the key stakeholder group will continue to be involved in providing input on project details throughout the project’s duration and into final design.

In addition to key stakeholder group meetings, Consultant shall provide support services for City organized public meetings as well. It is anticipated that two (2) public meetings will be held throughout the duration of the project design. Consultant shall have 2-3 members in attendance at each public meeting and provide technical and graphic support in advance of each public meeting. For the public meeting scheduled by the City, Consultant shall prepare supporting graphics and/or presentation materials to be presented/disseminated at public meeting. If requested to do so, Consultant can also prepare presentation materials (i.e. Microsoft PowerPoint) for public meeting and/or City Council/Commission meetings.

Prototype Fabricator Coordination and Meetings. Shortly after completion of the Pre-Final (90%) milestone submittal, the City intends for a procured fabricator to build a prototype bus shelter to ensure the design details provided are achieving the City’s overall goals for the project. Consultant will coordinate and meet with the prototype fabricator to discuss design details, design intent, architectural finishes, ease of fabrication and any other technical discussion items pertinent to the overall team’s understanding of how these shelters will be able to be erected and installed. It is assumed that three (3) meetings with the prototype manufacturer will be conducted as part of this task. The first meeting will occur at the City offices, the last two meetings will occur at the fabricator’s shop to observe and discuss erection means and methods.
**Project Schedule.** Consultant shall provide a project schedule showing major project meetings, project deliverables, and the major milestones required by the City. The schedule shall be updated monthly.

**Project Status Reports.** Consultant shall provide a monthly project progress report. The monthly project progress report shall be submitted to the City Project Manager. Progress reports are also required when submitting payment requests to the City as defined in the Notice to Proceed (NTP).

**DELIVERABLES:** MONTHLY STATUS MEETINGS
MONTHLY SCHEDULE UPDATES
PROGRESS REPORTS AND MEETING MINUTES

Project management and coordination hours are allocated for the design duration (10 months).

**ALLOWANCES**

**Task 4 – “Micro Stop” Design Development**

Several of the bus stop location sites throughout the City have site restrictions that will not currently accommodate even the smallest sized planned bus shelter (Type A Compact is approximately 5' x 10' in size). As part of this task, Consultant shall develop a “Micro Stop” set of design details based on the preferred concept that final design is prepared for the 3 standard sizes. Close coordination of Micro Stop design details will be conducted with City staff, as well as the key stakeholder group, to determine which amenities are most desirable in a limited space.

Final design plans, specifications and cost estimates will be prepared as part of this effort and will include the following items:

- Bus Shelter Final Details (for incorporation into City standard details):
  - Bus Stop Type ‘M’ (Micro) – all if applicable:
    - Elevation Plan (1 sheet)
    - Roof Plan (1 sheet)
    - Foundation and Roof Sections (1 sheet)
    - Furniture Configuration for less than 8’ Minimum Sidewalk (1 sheet)
    - Furniture Configuration for 8’ Sidewalk or larger (1 sheet)
    - Floor/Foundation Plan Details (1 sheet)
    - Typical Details, including associated Street Furniture (2 sheets)

**DELIVERABLES:**
- MICRO STOP BUS SHELTER FINAL DETAILS (60%, PRE-FINAL 90%, POST PROTOTYPE MANUFACTURER (100%) AND SEALED) – 8.5”X11” FORMAT
- SEALED STRUCTURAL CALCULATIONS (IF APPLICABLE)

**Task 5 – Owner’s Allowance**

The Owner’s Allowance provides up to $15,000 for additional services as requested by the City's Engineering Project Manager. Prior written authorization by the City's PM will be required in order to utilize the Owner’s Allowance.

DESIgn OPTIONS - NEW BUS SHELTERS
If requested by the City, additional Public Outreach services can be provided by TYLIN Subconsultant InRoads Info, Inc. under this task. Additional Public Outreach services could include, but not necessarily be limited to, stakeholder engagement, meeting arrangement, advertisement and promotional materials, website development and maintenance and surveying efforts. Public outreach support will be limited to the effort described in Task 3 of this proposal unless additional services expressly requested by the City.

Task 6 – Reimbursables

For budgetary purposes, an allowance of $2,000.00 has been included for reimbursable items such as copies, mail and delivery services. All reimbursable items shall be invoiced by the Consultant to the City at direct cost. Cost data (backup) will be included with the appropriate invoices.

DESIGN TEAM

- James Barr - Project Manager
- Carlos Sanchez-Soria - Deputy Project Manager, Civil Detail Design
- Koo-Lim Hoe – Structural Design
- Dave Bruggeman (Subconsultant) – Lighting and Electrical
- Adam Hawkins (Subconsultant) – Conceptual Design Development and Detailing

EXCLUSIONS

- Utility Relocation Design
- Traffic Control Plans
- Field Topographic Surveys and Mapping
- Right-of-Way Mapping
- Construction Phase Services (for mass implementation (i.e. IFB) - to be separate Contract)
- Anything not expressly stated in this Proposal
## Design Options - New Bus Shelters

### ATTACHMENT C - PRELIMINARY PROJECT SCHEDULE - 05/20/2019

**NOTICE TO PROCEED**
- Duration: 1 day
- Start: Wed 7/3/19
- Finish: Wed 7/3/19

**PRELIMINARY DESIGN**
- Duration: 82 days
- Start: Thu 7/4/19
- Finish: Fri 10/25/19

1. Formation Stakeholder Group and Survey/Info Gathering
   - Duration: 27 days
   - Start: Thu 7/4/19
   - Finish: Fri 8/9/19

2. Shelter Concept Development
   - Duration: 20 days
   - Start: Mon 8/12/19
   - Finish: Fri 9/6/19

3. Ongoing City Review/Concept Development
   - Duration: 20 days
   - Start: Mon 9/9/19
   - Finish: Fri 10/4/19

4. Finalization of Bus Shelter Concept
   - Duration: 15 days
   - Start: Mon 10/7/19
   - Finish: Fri 10/25/19

**FINAL DESIGN**
- Duration: 120 days
- Start: Mon 10/28/19
- Finish: Fri 4/10/20

5. Develop 60% Design Plans and Details
   - Duration: 25 days
   - Start: Mon 10/28/19
   - Finish: Fri 11/29/19

6. 60% Design Submittal
   - Duration: 0 days
   - Start: Fri 11/29/19
   - Finish: Fri 11/29/19

7. City/Stakeholder Review of 60% Plans/Details
   - Duration: 15 days
   - Start: Mon 12/2/19
   - Finish: Fri 12/20/19

8. Compile & Address 60% Design Comments
   - Duration: 5 days
   - Start: Mon 12/23/19
   - Finish: Fri 12/27/19

9. 60% Comment Resolution Meeting
   - Duration: 0 days
   - Start: Fri 12/27/19
   - Finish: Fri 12/27/19

10. Complete Pre-Final Plans
    - Duration: 15 days
        - Start: Mon 12/30/19
        - Finish: Fri 1/17/20

11. Pre-Final (90%) Submittal
    - Duration: 0 days
        - Start: Fri 1/17/20
        - Finish: Fri 1/17/20

12. Prototype Fabrication by Manufacturer
    - Duration: 30 days
        - Start: Mon 1/20/20
        - Finish: Fri 2/20/20

13. Compile & Address Pre-Final (90%) Design Comments along with Manufacturer Input
    - Duration: 5 days
        - Start: Mon 3/2/20
        - Finish: Fri 3/6/20

14. 90% Comment Resolution Meeting
    - Duration: 0 days
        - Start: Fri 3/6/20
        - Finish: Fri 3/6/20

15. Refinement Pre-Final Plans based on Prototype & 90% Comments - Submit 100% Plans and Details
    - Duration: 10 days
        - Start: Mon 3/9/20
        - Finish: Fri 3/20/20

16. 100% Design Submittal
    - Duration: 0 days
        - Start: Fri 3/20/20
        - Finish: Fri 3/20/20

17. City & Manufacturer Final Review
    - Duration: 15 days
        - Start: Mon 3/23/20
        - Finish: Fri 4/10/20

18. Submit Sealed Details/Plans/Calc's
    - Duration: 0 days
        - Start: Fri 4/10/20
        - Finish: Fri 4/10/20
## ATTACHMENT "B"
### DETAILED FEE BREAKDOWN
#### DESIGN OPTIONS - NEW BUS SHELTERS

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<td>$10,900.50</td>
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<td>156</td>
<td>184</td>
<td>$21,367.80</td>
<td>$21,248.76</td>
<td>208</td>
<td>$48,178.88</td>
<td>$156,417.62</td>
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</tbody>
</table>

* Subconsultant contracts will be processed as allowances.

Signature: [Signature]

Date: May 20, 2019
May 17, 2019

James Barr, PE
TY Lin International
60 East Rio Salado Parkway, Suite 501
Tempe, AZ 85281

Re: City of Tempe Bus Shelters

Dear James,

J2 Engineering and Environmental Design, LLC (J2) is pleased to provide professional Landscape Architecture Design Aesthetic Services for the proposed City of Tempe Bus Shelters. This scope of services and fees are based upon our understanding of the project from our discussions with you as well as the scoping meeting with the City of Tempe held on, Tuesday, May 7, 2019.

J2 will serve as a subconsultant for the project to TY Lin providing landscape architecture design aesthetic services.

Project Understanding: The City of Tempe would like to develop a new bus shelter design that is iconic, sustainable, and provides the maximum amount of shade to pedestrians as feasible. Additionally the shelter will need to be easily replicated, scalable, customizable and be able to be installed and maintained by City staff.

Our estimated NOT to Exceed fee for this project are as follows (see attached fee sheet for break down):

**Design Services:**
Landscape Architecture Design Aesthetic Services (Tasks 100 & 200) $26,751.75

**Design Services Allowance:**
Construction Document Development Support (Max. 6 Sheets) $13,800.00

**Total Fee Design Services and Design Allowances:** $40,551.75

Thank you for the opportunity to provide professional services on this exciting project for the City of Tempe. Please contact me if you have any questions.

Sincerely,

Jeff Engelmann, RLA, ASLA
Project Principal
Scope of Services: Design

Task 100: Concept Development

Task 101 - Initial Concept Sketches
After attending the project kick-off meeting, J2 will develop 8 hand drawn concept sketches which will provide enough detail to convey design intent. These details may include hand drawn plan view, sections, elevations, detail enlargement as well as design inspiration photography to illustrate certain proposed design elements. It is the intention that after the initial concept sketches have been developed that the collective design team (City and Stakeholders) will select or merge ideas from the provided concepts narrowing down the selection to three (3) preferred concepts which will be developed further in task 102.

Deliverables:
- (1) Set of 24” x 36” Presentation Boards

Task 102 - Prepare 3D Model of Preferred Concepts
After the design team has selected the 3 preferred concepts, J2 will refine the proposed concepts and develop 3D models which will show multiple views of each concepts. J2 will also prepare a Sun/Shade study for each concept to get a sense of the shade footprint provided by the proposed concepts. It is the intention that after the 3 preferred concepts have been presented that the collective design team (City and Stakeholders) will select one (1) preferred or merged concept which will be finalized in Task 103.

Deliverables:
- (1) Set of 24” x 36” Presentation Boards

Task 103 - Finalize 3D Model
After the design team has selected the final preferred model, J2 will develop the final 3D model which will be used to help develop the construction document set for the preferred bus shelter.

Deliverables:
- (1) Set of 24” x 36” Presentation Boards

Task 200: Meetings

Task 201 - Project Kick-Off Meeting
Attend one (1) meeting. This meeting is anticipated to be three (3) hours in duration inclusive of driving time and document preparation. J2 will have one (1) representative at this meeting.

Task 202 - Stakeholder Meetings
Attend three (3) meetings. These meetings are anticipated to be three (3) hours in duration inclusive of driving time and document preparation. J2 will have two (2) representative at this meeting.

Task 203 - Public Meetings
Attend two (2) meetings. These meetings are anticipated to be three (4) hours in duration inclusive of driving time and document preparation. J2 will have two (3) representative at this meeting.

Task 204 - Project Coordination Meetings
Attend seven (7) meetings. These meetings are anticipated to be three (3) hours in duration inclusive of driving time and document preparation. J2 will have one (1) representative at this meeting.

Task 205 - Fabrication Meetings
Attend two (2) meetings. These meetings are anticipated to be three (3) hours in duration inclusive of driving time and document preparation. J2 will have one (1) representative at this meeting.

**General Project Understanding**

TY Lin shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. TY Lin shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

TY Lin shall make available to the Design Team all existing available data and records relevant to the site.

TY Lin shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

TY Lin shall furnish to the Design Team, upon the request of the Design Team for performing the services, any existing pertinent data prepared by or services of others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project.

TY Lin shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team in the performance or furnishing of the required services for the project, or any defect or non-conformance in the Design Team's services or in the work of any sub-contractor or sub-consultant.

TY Lin warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the COT/TY Lin to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the COT and Maricopa Association of Governments (MAG) design and construction standards and specifications.
Design Assumptions and Exclusions:

1. Legal descriptions, Boundary Survey, ALTA, title reports, and any effort to establish any easements is not included in this scope of services.
2. TY Lin will secure all meeting locations, compose all meeting minutes, and agendas.
3. The Design Team is not providing any traffic analysis, traffic study, or internal traffic assessments.
4. The Design Team has not included any re-platting, or rezoning efforts in this scope of services.
5. The Design Team is not providing or producing any 404 Permits or 404 Applications nor are we providing any environmental, cultural, or biological investigations or clearances.
6. The Design Team will not be designing or extending any water lines.
7. The Design Team will not be designing or extending any sanitary sewer.
8. This Design does not include the design of any below grade or submerged irrigation storage system or booster pump.
9. Reproduction of all hard copy sets shall be paid by others and have not been included in this scope or proposal.
10. The Design Team is not providing the cost to secure any permitting for this project these costs will be paid by others.
11. The Design Team has not included the development or the creation of any CLOMR or LOMR process or documentation.
12. This scope of services does not include the design of any construction sequencing, traffic control, pavement marking and signing plans.
13. Utility potholing has not been included in this scope of services.
14. No hardscape design has been included in this scope of services.
15. The Design Team has not included post design time for Pre-Final Walk-Through, Final Walk-Through, and As-Built Plans.

We would expect to start our services promptly after receipt of your acceptance, along with the City's approval, and complete our services in a timely manner. This Exhibit represents the entire understanding of the Design Scope of Work as set out herein and may only be modified in writing signed by both parties.
# DERIVATION OF COST PROPOSAL: DESIGN SERVICES

City of Tempe Bus Shelters

**TY Lin**

**J2 Engineering and Environmental Design, LLC**

## Estimated Direct Labor and Rates

<table>
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<tr>
<th>Classification</th>
<th>Estimated Man Hours</th>
<th>Current Rates</th>
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<td>$180.78</td>
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<td>$102.33</td>
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<tr>
<td>Designer - Sr</td>
<td>147</td>
<td>$103.88</td>
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**Total Hours: 250**

**Total Estimated Labor:** $26,751.75

**Total (Labor, Overhead, Profit):** $26,751.75

## Estimated Direct Expenses

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<thead>
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<th>Estimated Expenses</th>
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</thead>
<tbody>
<tr>
<td>Printing, Reproduction, Reprographics, Supplies Etc.</td>
<td>* Included in Overhead *</td>
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</table>

**Design Allowances**

- Construction Document Development Support (Max. 6 Sheets) $13,800.00

**Total Estimated Design Allowances:** $13,800.00

**Total Estimated Cost:** $40,551.75

---

**J2 Engineering and Environmental Design LLC**

- Jeff Engelmann, RLA

**Date:** 5/17/2019
### Task Number: 100.0 - Concept Development

<table>
<thead>
<tr>
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<th>Designer - Sr</th>
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<tr>
<td>101</td>
<td>Develop 8 initial concept sketches</td>
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<td>102</td>
<td>Prepare 3D Models of the 3 Preferred Concepts</td>
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<td>103</td>
<td>Finalize 3D Model</td>
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<td>8</td>
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### Task Number: 200.0 - Meetings

<table>
<thead>
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<th>Registered Landscape Architect</th>
<th>Designer - Sr</th>
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<tr>
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<td>Stakeholder Meetings (3)</td>
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<td>Public Meetings (2)</td>
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<td>Project Coordination Meetings (7)</td>
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<td>Fabricator Meetings (2)</td>
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**Grand Total Design:**

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<th></th>
<th>Project Manager - Sr</th>
<th>Registered Landscape Architect</th>
<th>Designer - Sr</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td></td>
<td></td>
<td>91</td>
<td>147</td>
</tr>
</tbody>
</table>
SCOPE OF WORK
Design Options – New Bus Shelters
Lighting Design

The City of Tempe is seeking to develop a new bus shelter design as an addition to the current prototype shelter design reflected in existing Standard Detail T-654. Lee Engineering’s role is to assist TY Lin by providing design and details of lighting compatible with the proposed designs of three sizes (types) of bus shelters developed for this project.

The city’s initial preference is to continue use of the solar array products from Urban Solar Corporation.

Lighting Design
Examine an existing bus shelter in the field, that presently provides Urban Solar Corporation lighting components to understand existing mounting, lighting size, and cable routing features.

Provide TY Lin with layouts and details, as appropriate, for lighting and lighting equipment configurations for each of the three types of shelters.

At least two separate options will be provided per shelter type to accommodate power sources from solar array or from a hard-wired AC power source. Lighting is assumed to be by use of LED light sources, and is intended to operate dusk to dawn with sufficiently sized batteries or power provisions.

Consider aesthetics and vandal-resistant design, locations and mounting techniques of lighting equipment.

Various lighting options will be considered for elements associated with the bus shelters, such as side panels for advertisement, signage elements associated with mini-shelter or some transit furniture. Lighting design will be developed closely with the City for any of these additional features following establishment of a preferred concept.

Participate in pre-manufacture services, interfacing with the manufacturer selected by the City during pre-final design, to insure compatibility of lighting components to all other elements of the shelter design.

Specifications regarding materials and construction requirements will be developed and provided. An Engineer’s Estimate will be compiled and provided.

Attend up to 1 project kick-off meeting and up to 5 project meetings at the City of Tempe or manufacturer. Lee Engineering is not attending any public meetings.
# Design Options - New Bus Shelters

## Lighting Design

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Hours by Personnel</th>
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<tr>
<td><strong>Lee Engineering</strong></td>
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<tr>
<td>Personnel</td>
<td>Hourly Rate</td>
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<tr>
<td>Dave Bruggeman, Project Manager and Tech Lead</td>
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<td>John Prowse, Sr Designer</td>
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<td>Total Task Cost</td>
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<td>Overhead Rate (Audited Rate)*</td>
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EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES

A.R.S. § 1-501 and § 1-502 require any individual person or sole proprietor who applies to the City for a local public benefit (including the award of a contract) to demonstrate his or her lawful presence in the United States. An individual person or sole proprietor who submits a bid for this contract must complete this Affidavit and submit it with the bid, along with a copy of one of the documents listed below.

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

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:

   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:

   Print first 4 numbers/letters on EAD:

   Date of Issuance: Refugee Country:

10. A United States Certificate of Naturalization.
    Print first 4 digits of CIS Reg. No.:

    Date of Issuance: Place of Issuance:

    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

______________________________
Print Name

______________________________
Business/Company (if applicable)

______________________________
Date

______________________________
Address

______________________________
City, State, Zip Code

STATE OF ARIZONA
COUNTY OF MARICOPA

SUBSCRIBED AND SWORN to before me this day of , 2019.

[Notary Seal] Notary Public
EXHIBIT C
COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

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 of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the city’s procurement officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

- 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).

__________________________________________                     Date: _______________________
Signature

__________________________________________                     _______________________
Print Name                     Title

Company
Design Options – New Bus Shelters
Project No. 6005231B.

I hereby certify that _______________________________ (name of company) currently has, and all of its major subcontractors/sub-consultants, 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 _____________________ , 2019.

________________________
General Contractor/Prime Consultant

By: _____________________

STATE OF ARIZONA            )
) ss
COUNTY OF MARICOPA            )

SUBSCRIBED AND SWORN to before me this ______ day of _____________________ , 2019.

________________________
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 dependents, 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 Engineering and Transportation contract or General Contractors who bid on Engineering and Transportation 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 120th 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 Engineering and Transportation Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Engineering and Transportation 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 Engineering and Transportation Director may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Engineering and Transportation 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 engineering and transportation 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.