

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 17th day of March, 2016, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **AZTEC Engineering Group, Inc.**, an Arizona corporation (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Multi-Use Path – Sweeper Access**, Project No. **6005241B** (“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 services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Mark Gilland 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 prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. 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.
- 1.5. 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 on CADD 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.
- 1.6. 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 by July 15, 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 be the sum of \$86,213.10, 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	\$67,640.06
	Subtotal Task Amount:	\$67,640.06
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Meeting Coordination	Not to Exceed	\$18,573.04
	Subtotal Allowances Amount:	\$18,573.04
Total Compensation Not to Exceed:		\$86,213.10

- 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 4561 E. McDowell Road, Phoenix, Arizona 85008. 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 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 an Arizona 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:

Curt Slagell
(Printed Name of Signatory)
AZTEC Engineering Group, Inc.
4561 E. McDowell Road
Phoenix, AZ 85008

- 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]

**Multi-Use Path – Sweeper Access
Project No. 6005241B**

DATED this ¹⁷~~28~~th day of ^{March}~~January~~, 2016.

CITY OF TEMPE, ARIZONA

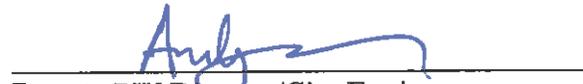
By: _____
Mayor

By: 
Public Works Director

ATTEST:

Recommended By:

City Clerk


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
AZTEC Engineering Group, Inc.


Signature

Curt Slagell
Printed Name

Senior Vice President
Title

86-1001208
Federal I.D. No./Social Security No.



4561 E McDowell Road
Phoenix, AZ 85008
AZTEC Engineering Group, Inc.
4561 E McDowell Road
Phoenix, AZ 85008



December 21, 2015

EXHIBIT A

Ms. Catherine P. Hollow, P.E.
Senior Civil Engineer
City of Tempe Engineering Division
Public Works Department
31 East Fifth Street
Tempe, AZ 85281

RE: Scope of Services and Cost Proposal
Tempe Pathway Connections
Contract Number: TBD
Task Order: 01
AZTEC Project Number: AZE1575

Dear Ms. Hollow,

AZTEC Engineering is pleased to submit this scope of services and cost proposal to provide engineering services for the Tempe Pathway Connections project. This proposal has been prepared based upon information gathered from our Scoping Meeting on December 3, 2015. The work will include the preparation of a scoping letter document and final construction plans for proposed pathway connection improvements located throughout the City. The locations, which are described in more detail in the scope of services following this letter, are either out of compliance with ADA requirements or need to be improved for better City vehicular maintenance access.

The overall cost to perform these services is \$86,213.10. Our estimated completion date for the design portion of this project is approximately five months from Notice to Proceed to 100% Submittal.

We appreciate the opportunity to work with the City of Tempe on this project. Should you have any questions please call me at (602) 659-9351 or on my cell phone at (480) 688-1398.

Sincerely,

AZTEC Engineering Group Inc.

Mark Gilliland, P.E.
Project Manager

CPH

Tempe Pathway Connections

Contract Number: TBD

Task Order: 01

AZTEC Project Number: AZE1575

SCOPE OF SERVICES

AZTEC is submitting this scope of services and cost proposal to provide a Project Scoping Letter and Final Design Construction Documents for City of Tempe Pathway Connection Improvements performed under the Engineering Services On-Call Contract.

The purpose of the proposed improvements is to improve vehicular access for City maintenance and to bring the City into compliance with ADA requirements at the same locations if compliance has not already been achieved.

PROJECT PHASING

It is anticipated that this project will be completed in two phases:

- Initial and Final Project Scoping Letter
- Final Design Construction Documents (90% and 100% Submittal)

ASSIGNED TEAM MEMBERS

The assigned team members include the following:

- Project Principal: Curt Slagell, P.E.
- Project Manager: Mark Gilliland, P.E.
- Task Manager: Dan Woelzlein, P.L.A.
- Project Engineer: Adam Muszynski, P.E.
- Survey Manager: Al Reece, R.L.S.
- QA/QC: David Rutkowski, P.E.

PROJECT SCHEDULE

The estimated completion date for the design portion of this project is approximately five months from Notice to Proceed (NTP) to 100% Submittal.

Milestone Task Description	Estimated Completion (Weeks after NTP)	Estimated Task Duration
Notice To Proceed (NTP)		
Kickoff Meeting	1 week	1 day
Survey/Data Collection	3 weeks	2 weeks
Scoping Letter Document (Initial Submittal)	5 weeks	2 weeks

CPH

Milestone Task Description	Estimated Completion (Weeks after NTP)	Estimated Task Duration
City Review and Scoping Letter Document Comment Resolution Meeting	9 weeks	4 weeks
Scoping Letter Document (Final Submittal)	10 weeks	1 week
90% Final Design Submittal	14 weeks	4 weeks
City Review and 90% Final Design Comment Resolution Meeting	18 weeks	4 weeks
100% Final Design Submittal	19 week	1 week
City Review and 100% Final Design Comment Resolution Meeting	21 weeks	2 weeks
PS&E Submittal	22 weeks	1 week

AZTEC will strive to maintain this schedule and will coordinate with the City as needed to make changes if delays arise during the design development and/or the submittal review process.

PROJECT TASKS

Task 1.1 Survey/Data Collection (Lump Sum)

AZTEC will perform full topographic survey to establish the existing ground elevations and horizontal location of the existing pathway access points for various locations within the City as shown in Task 1.2 below. The survey will include features such as existing concrete sidewalk, driveways, curbing, gates and all above-ground appurtenances, including existing utility features (manhole lids, valve covers and overhead power facilities). The survey will be tied to the City's vertical and horizontal datums. AZTEC will also collect available information including as-built plans, right-of-way plans, development plans, drainage and traffic studies, and utility information as required. The survey, right-of-way and utility information will be used to develop AutoCAD base files.

The City will provide available existing utility information in .dwg or GIS format as available.

Traffic control for survey activities will consist of warning signs indicating survey work ahead.

Final deliverables will include a complete topographic and utility base map in AutoCAD. An existing DTM surface will be provided in addition to ASCII files of the points collected, and a copy of the field notes.

Task 1.2 Pathway Connections Scoping Letter (Lump Sum)

AZTEC will prepare a Scoping Letter document and construction documents for the proposed pathway connection improvements as part of this task.

CPH

The following is a list of proposed pathway connection improvements and locations identified by the City in the December 3, 2015 meeting and a brief description of the proposed work. The listed locations are shown as aerial photo exhibits in Appendix A of this proposal.

1. Indian Bend Wash Multi Use Path at McKellips Road.
 - a. Replace the existing FCDMC access gate with a locking removable bollard or add a new pathway connection.
 - b. Improvement Plan will be on one plan/profile sheet.
2. Indian Bend Wash Multi Use Path at Weber Drive
 - a. Add a new pathway connection that is not in conflict with the existing drainage way and meets ADA requirements.
 - b. Improvement Plan will be on ½ plan sheet.
3. Indian Bend Wash Multi Use Path at Curry Road
 - a. This location is not included as part of this scope of work.
4. Grand Canal Multi Use Path at Washington Street
 - a. Provide a curb cut or driveway at cul-de-sac and stabilized path that connects with the existing Grand Canal multi use path. Will require contact and coordination with property owner to determine if proposed improvements will be possible.
 - b. Improvement Plans will be on one plan/profile sheet.
5. Grand Canal Multi Use Path at Washington Street
 - a. Provide pathway connection between Arizona Grand Canal and sidewalk along Washington Street. Will require contact and coordination with apartment complex owner.
 - b. Improvement Plans will be on one plan/profile sheet.
6. Rio Salado North Bank Multi Use Path at Priest Drive
 - a. Provide area for maintenance turn-around at end of existing pathway.
 - b. Will require contact and coordination with ADOT to determine if this connection can be completed.
 - c. Improvement Plans will be on one plan sheet.
7. Rio Salado South Bank Multi Use Path West Extension at 48th Street
 - a. Provide a 500 foot +/- pathway connection between the south end of an existing path and West 1st Street.
 - b. Will require contact and coordination with ADOT to determine if this connection can be completed.
 - c. Improvement Plan will be on one plan/profile sheet.
8. Rio Salado South Bank Multi Use Path West Extension at Priest Drive
 - a. Provide a pathway connection between the south end of an existing paved path and a existing concrete driveway on Priest Drive. The path between would need to be graded and improved with a stabilized ADA accessible path surface.
 - b. Improvement Plan will be on one plan/profile sheet.
9. Rio Salado South Bank Multi Use Path East Extension at McClintock Drive
 - a. Provide curb cut and new driveway access point at the west side of McClintock Drive for maintenance access at the existing pathway.
 - b. Improvement Plan will be on ½ plan sheet.

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10. Rio Salado South Bank Multi Use Path East Extension at McClintock Drive
 - a. This location is not included as part of this scope of work.
11. Rio Salado South Bank Multi Use Path East Extension at McClintock Drive
 - a. Provide a concrete path that meets ADA requirements and replaces the existing decomposed granite pathway surface.
 - b. Contact and Coordination will be required with the owner of Tempe Marketplace to determine if this improvement will be possible.
 - c. Improvement Plan will be on ½ plan sheet.
12. Rio Salado South Bank Multi Use Path East Extension at East End of Path
 - a. Provide turn-around or hammerhead for maintenance access on existing pathway.
 - b. Improvement Plan will be on one plan sheet.
13. Rio Salado South Bank Multi Use Path East Extension at East End of Path
 - a. This location is not included as part of this scope of work.
14. Terrace Road Connector
 - a. Provide curb cut and new driveway access.
 - b. Improvement Plan will be on ½ plan sheet.
15. 8th Street Connector
 - a. Provide curb cut and new driveway access.
 - b. Improvement Plan will be on ½ plan sheet.
16. Tempe Canal Multi Use Path at Price Road
 - a. Provide curb cut and new driveway access. Removable bollard may be required.
 - b. Railroad right-of-way will need to be verified.
 - c. Improvement Plan will be on ½ plan sheet.
17. El Paso Gasline Multi Use Path at Kiwanis Park
 - a. Provide curb cut at end of existing parking lot within Kiwanis Park.
 - b. Contact and coordinate with City of Tempe Parks Department and El Paso Natural Gas.
 - c. Pathway Connection is located on EPNG right-of-way.
 - d. Improvement Plan will be on 1 plan/profile sheet.
18. El Paso Gasline Multi Use Path at Gaiki Park
 - a. Provide curb cut at end of existing parking lot within Kiwanis Park.
 - b. Contact and coordinate with City of Tempe Parks and Water Department and El Paso Natural Gas.
 - c. Pathway Connection is located on EPNG right-of-way.
 - d. Improvement Plan will be on ½ plan sheet.
19. Grove Parkway Multi Use Path at Kyrene Road (Signature Place Condominiums)
 - a. Eliminate existing trees and curbing areas blocking full width access to City of Tempe maintenance. Replace removed landscape areas with new pathway paving.
 - b. Contact and coordination will be required with Signature Place condominium HOA or owners.
 - c. Improvement Plan will be on one plan sheet.



20. Highline Canal Multi Use Path at Grove Parkway
 - a. Eliminate existing tree and "snake's tongue" pathway within City right-of-way and replace with constant width path section and curb cut/driveway entrance at Grove Parkway to allow for future pedestrian hybrid beacon crossing signal.
 - b. Improvement Plan will be on a ½ plan/profile sheet.
21. Highline Canal Multi Use Path at Walmart
 - a. Provide curb cut and driveway access to existing pathway. Modify existing concrete sidewalk and pathway alignment as required.
 - b. Verification of right-of-way will be required.
 - c. Contact and coordinate with Walmart shopping center owner, SRP and adjacent HOA as required. Proposed improvement completion will be dependent on approval by property owners.
 - d. Improvement Plan will be on one plan sheet.
22. Highline Canal Multi Use Path at Auto Drive
 - a. This location is not included as part of this scope of work.
23. Western Canal Multi Use Path at Baseline Road
 - a. Provide a curb cut and driveway access to existing paved path.
 - b. Improvement Plan will be on ½ plan sheet.
24. Kyrene Canal Multi Use Path at Elliot Road
 - a. Provide curb cut driveway and new connection for maintenance access.
 - b. Provide sleeves for future improvements.
 - c. Contact and coordinate with SRP regarding proposed improvements.
 - d. Improvement Plan will be on ½ plan sheet.
25. Kyrene Canal Multi Use Path at Warner Road
 - a. Provide curb cut driveway and new connection for maintenance access and investigate the re-alignment of the pathway.
 - b. Provide sleeves for future improvements.
 - c. Contact and coordinate with SRP regarding proposed improvements.
 - d. Improvement Plan will be on ½ plan sheet.
26. Sierra Tempe Multi Use Path Hardy Drive Alignment at Ray Road
 - a. Provide curb cut and driveway at Ray Road if possible. If not possible, provide curb cut and driveway at West Kelly Lane.
 - b. Improvement Plan will be on ½ plan sheet.

AZTEC will prepare a scoping letter document that provides a narrative for the proposed improvements at existing pathway access points throughout the City. The scoping letter will be formatted and compiled to include:

- General Project Description
- Need for Proposed Improvements
- Vicinity map showing the project locations within the City
- Cost estimate
- Plan exhibits

CPH

In addition, the document will include more detailed descriptions for each of the proposed pathway connection improvement locations and will delve into the existing conditions, right of way and utilities in the area.

The proposed pathway connection improvements will be established with the team as part of the development of the Initial and Final Scoping Letter document. The proposed improvements will follow all applicable local design standards, including ADA compliance and acceptance by major stakeholders.

AZTEC will prepare plan or plan/profile sheets with aerial photography underlays and callouts highlighting the proposed improvement elements at each of the proposed pathway connection improvement locations for the Initial and Final Scoping Letter Document submittal under this task. The plans will be prepared in 24" x 36" format and created at a scale of 1"=20 feet. Half-size plans will be submitted in 11"x 17" format as a component of the Scoping Letter document.

AZTEC will prepare an Initial and Final submittal for the scoping letter document to the City for internal distribution and review. The scoping letter document will be prepared in 11"x17" format and provided as an electronic pdf file.

Task 2.1 Final Design (90% and 100% Submittal) (Lump Sum)

AZTEC will prepare construction documents for the 90% and 100% submittals. These submittals will include:

- One cover sheet
- One design data/typical section sheet
- Two detail sheets
- Fifteen pathway plan/profile sheets

The plans will be prepared in a 24"x 36" format at a scale of 1" = 20 feet. The pathway plan or plan/profile sheets will provide proposed improvements, removals, construction quantities, profile information, and existing ground profile along the centerline.

Task 2.2 Special Provisions & Cost Estimates (Lump Sum)

AZTEC will develop quantity and cost estimates using standard City pay items and unit prices from past bid projects for each of the submittals. Draft special provisions will be submitted initially for review with the 90% Submittal. Final special provisions that incorporate all final revisions to the plans will be prepared for the 100% Submittal.

Task 3.1 Allowance - Meetings/General Coordination & Administration (Hourly, Not To Exceed)

Several of the proposed pathway connection improvements are located in the same area as existing private property, Salt River Project (SRP), El Paso Natural Gas (EPNG) or Flood Control District Maricopa County (FCDMC) maintenance access and/or right-of-way, which will require close coordination during design. During the Scoping Letter phase, AZTEC will determine the ownership of affected properties, and will meet with up to 12 stakeholders to determine final design requirements and coordination needs.

In addition, up to two AZTEC staff members will coordinate and attend meetings to be held at City of Tempe offices.

- One Kickoff Meeting.
- Two Comment Resolution Meetings (Initial Scoping Letter Submittal and 90% Final Design Submittal).

AZTEC will prepare a sign-in sheet, agenda and meeting notes and/or presentation materials for each of the 15 meetings.

General Coordination & Administration will include:

- Contract Execution
- Invoicing & Performance Reporting
- Submittal Coordination
- QA/QC Reviews
- Summary of Comments

AZTEC Assumptions/Exclusions

- Electronic documents (PDF) will be provided for Initial and Final Scoping Letter Document, 90% submittal, and Final (100%) submittal.
- The final PS&E submittal plans will be provided on 24" x 36" plotted mylar sheets.
- The City will be responsible for the internal distribution of all submittals.
- AZTEC will perform external distribution outside of the City as required.
- No new right-of-way or right-of-way documents will be required.
- No new use agreement documents will be required.
- Scoping document plans and construction drawing sheets will be prepared in AutoCAD formatted files.
- As-Built Plans and existing access or use agreements will be provided by the City to AZTEC for use during project design.
- No cross-section plan submittals will be required.
- No drainage analysis services or plans are included.
- No traffic design services or plans are included, including maintenance of traffic, signals, and signing and marking.
- No landscape architectural services or plans are included.
- No structural analysis or plans are included.
- No environmental services are included
- No utility potholing or designating will be necessary for this project.
- No relocations of existing utilities are anticipated or included within this scope of work.
- The City will provide available existing utility information in .dwg or GIS format as available.
- The contractor will be responsible for developing a Storm water Pollution Prevention Plan (SWPPP), including filing a Notice of Intent (NOI) and Notice of Termination (NOT), as required by the Arizona Department of Environmental Quality Construction General Permit.
- No Post Design Services are included.
- No Public Meeting is included.

CPH

DERIVATION OF FEE PROPOSAL

Tempe Pathway Connections

AZTEC Project Number: AZE1575
Contract Number: TBD
Date: December 21, 2015
Revision: 0

1.1 Survey/Data Collection	\$	12,400.02
1.2 Pathway Connections Scoping Letter	\$	4,599.44
2.1 Final Design	\$	43,688.10
2.2 Special Provisions & Cost Estimates	\$	6,952.50
Subtotal AZTEC Services (Lump Sum)	\$	67,640.06
3.1 Allowance - Meetings/General Coordination & Administration	\$	18,573.04
Subtotal for Allowances (Hourly, Not to Exceed)	\$	18,573.04
TOTAL PROPOSED CONTRACT FEE	\$	86,213.10



Curt Slagell, P.E.
Project Principal/Senior Vice President

CSH

AZTEC Engineering

Date

December 21, 2015
AZE1575
TBD
0

Project Number
Client Project #/Ref
Revision

Project Name
Client
Phase Description

Tempe Pathway Connections
City of Tempe
Project Summary

Task Description	Task No.	Project Manager	Sr Landscape Architect	Project Engineer/ Architect	Survey Manager	Senior Designer/ Engineer	Senior CADD Technician	Admin	2-Per Svy Crew	Totals
1.1 Survey/Data Collection	1.1	0	0	0	22	0	0	0	64	86
1.2 Pathway Connections Scoping Letter	1.2	8	16	4	0	4	0	8	0	36
2.1 Final Design	2.1	0	44	134	0	265	0	0	0	443
2.2 Special Provisions & Cost Estimates	2.2	2	20	32	4	4	0	0	0	58
3.1 Allowance - Meetings/General Coordination & Administration	3.1	30	74	0	0	28	0	0	0	132
Total Hours		40	154	170	22	170	297	8	64	755
% Participation		5%	20%	23%	3%	23%	39%	1%	8%	100%

158.70%
10.00%

Proposal Rates
Overhead Burden Provisional/Maximum
Margin @

Direct Labor	\$60.10	\$52.10	\$47.80	\$36.15	\$31.00	\$19.65	\$51.65
Overhead	\$95.38	\$82.68	\$75.86	\$57.37	\$49.20	\$31.18	\$81.97
Direct Labor plus Overhead	\$155.48	\$134.78	\$123.66	\$93.52	\$80.20	\$50.83	\$133.62
Margin	\$15.55	\$13.48	\$12.37	\$9.35	\$8.02	\$5.08	\$13.36
Billable Rate	\$171.03	\$148.27	\$136.03	\$102.88	\$88.22	\$55.92	\$146.99

Total	\$6,841.20	\$22,833.58	\$2,997.66	\$17,489.60	\$26,201.34	\$447.36	\$9,407.36	\$86,213.10
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Direct Expenses

Name	Agreement Required?	Total
	No	\$ -

\$0.00

\$86,213.10

CPH

AZTEC Engineering

Date	December 21, 2015
Project Number	AZE1575
Client Project #/Ref	TBD
Revision	0

Project Name	Tempe Pathway Connections
Client	City of Tempe
Phase Description	I.I Survey/Data Collection

Task Description	Task No.	Project Manager	Sr Project Engineer/ Landscape Architect	Survey Manager	Senior Designer/ Engineer	Senior CADD Technician	Admin	2-Per Svy Crew	Totals
Topographic Survey, Data Collection, Base Files	1			22				64	86
Total Hours		0	0	22	0	0	0	64	86
% Participation		0%	0%	26%	0%	0%	0%	74%	100%

Proposal Rates	\$171.03	\$148.27	\$136.03	\$192.88	\$88.22	\$55.92	\$146.99
Billable Rate	\$0.00	\$0.00	\$2,992.66	\$0.00	\$0.00	\$0.00	\$9,407.36
Total	\$0.00	\$0.00	\$2,992.66	\$0.00	\$0.00	\$0.00	\$12,400.02

Direct Expenses							
Name							
Agreement Required?							
Total							

Total Direct Expenses \$0.00

Total Proposal Amount \$12,400.02

CPH

AZTEC Engineering

Date	December 21, 2015
Project Number	AZE1575
Client Project #/Ref	TBD
Revision	0

Project Name	Tempe Pathway Connections
Client	City of Tempe
Phase Description	1.2 Pathway Connections Scoping Letter

Task Description	Task No.	Project Manager	Sr Project Engineer/ Landscape Architect	Survey Manager	Senior Designer/ Engineer	Senior CADD Technician	Admin	2-Per Svy Crew	Totals
Scoping Letter (2)	1	8	16		4		8		36
Total Hours		8	16	0	4	0	8	0	36
% Participation		2.2%	4.4%	0%	1.1%	0%	2.2%	0%	100%

Proposal Rates									
Billable Rate	\$171.03	\$148.27	\$136.03	\$102.88	\$88.22	\$55.92	\$146.99		
Total	\$1,368.24	\$2,372.32	\$0.00	\$411.52	\$0.00	\$447.36	\$0.00	\$4,599.44	

Direct Expenses	
Name	
Agreement Required?	
Total	

Total Direct Expenses \$0.00

Total Proposal Amount \$4,599.44

AZTEC Engineering

Date	December 21, 2015
Project Number	AZEL575
Client Project #/Ref	TBD
Revision	0

Project Name	Tempe Pathway Connections
Client	City of Tempe
Phase Description	2.2 Special Provisions & Cost Estimates

Task Description	Task No.	Project Manager	Sr Project Engineer/ Landscape Architect	Survey Manager	Senior Designer/ Engineer	Senior CADD Technician	Admin	2-Per Svy Crew	Totals
Cost Estimates (4)	1	1	4		8	4			17
Special Provisions (2)	2	1	16		24				41
Total Hours		2	20	0	32	4	0	0	58
% Participation		3%	34%	0%	55%	7%	0%	0%	100%

Proposal Rates

Billable Rate	\$171.03	\$148.27	\$136.03	\$102.88	\$88.22	\$55.92	\$146.99
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Total

Total	\$342.06	\$2,965.40	\$0.00	\$3,292.16	\$352.88	\$0.00	\$6,952.50
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Direct Expenses

Name		Agreement Required?
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Total

Total Direct Expenses \$0.00

Total Proposal Amount \$6,952.50

AZTEC Engineering

Date	December 21, 2015
Project Number	AZE1575
Client Project #/Ref	TBD
Revision	0

Project Name	Tempe Pathway Connections
Client	City of Tempe
Phase Description	3.1 Allowance - Meetings/General Coordination & Administration

Labor	Task No.	Project Manager	Sr Project Engineer/ Landscape Architect	Survey Manager	Senior Designer/ Engineer	Senior CADD Technician	Admin	2-Per Svy Crew	Totals
Kick Off Meeting (1)	1	2	2						4
Comment Resolution Meetings (2)	2	4	4						8
Stakeholder/Coordination Meetings (12)	4		18		18				36
Meeting Preparation/Notes (16)	5		32						32
Contract Execution	6	10							10
Invoicing & Performance Reporting	7	6							6
Submittal Coordination (4)	8		6		6				12
QC Reviews (4)	9	4	8		4				16
Summary of Comments (2)	10	4	4						8
Total Hours		30	74	0	0	28	0	0	132
% Participation		23%	56%	0%	0%	21%	0%	0%	100%

Proposal Rates

Billable Rate	\$171.03	\$148.27	\$136.03	\$102.88	\$88.22	\$55.92	\$146.99
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Total

\$5,130.90	\$10,971.98	\$0.00	\$0.00	\$2,470.16	\$0.00	\$0.00	\$18,573.04
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Direct Expenses

Name		Agreement Required?
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Total

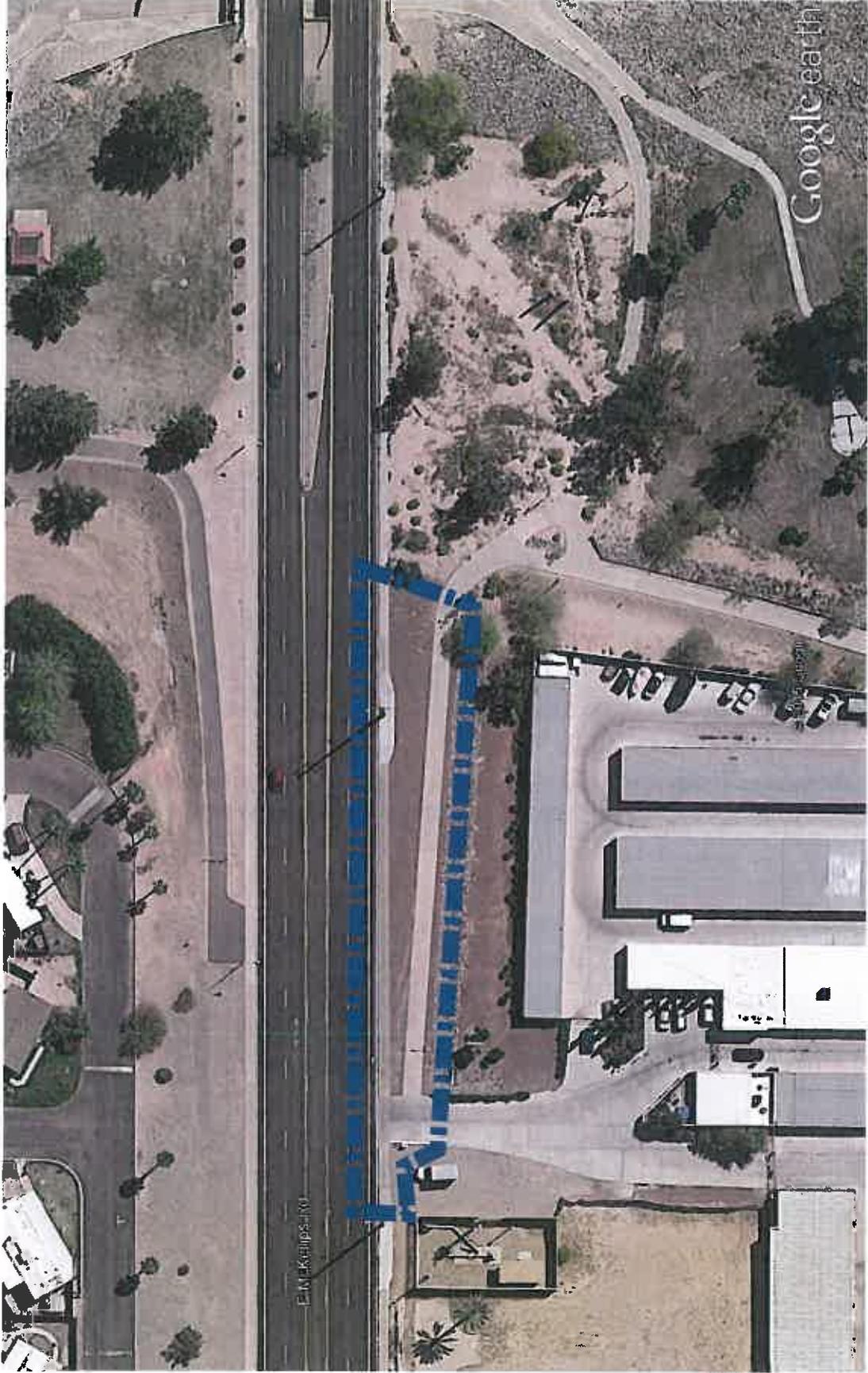
Total Direct Expenses \$0.00

Total Proposal Amount \$18,573.04

CPH

Appendix A

CPH



Location 1
Indian Bend Wash Multi Use Path at McKellips Road

SPK



Location 2
Indian Bend Wash Multi Use Path at Weber Drive

CPT

INTENTIONALLY LEFT BLANK

**Location 3
Indian Bend Wash Multi-Use Path at Curry Road
Not Included in this Scope of Work**



Location 4
Grand Canal Multi Use Path at Washington Street

CPH



Location 5
Grand Canal Multi Use Path at Washington Street

Handwritten signature or initials in blue ink.



Location 6
Rio Salado North Bank Multi Use Path at Priest Drive



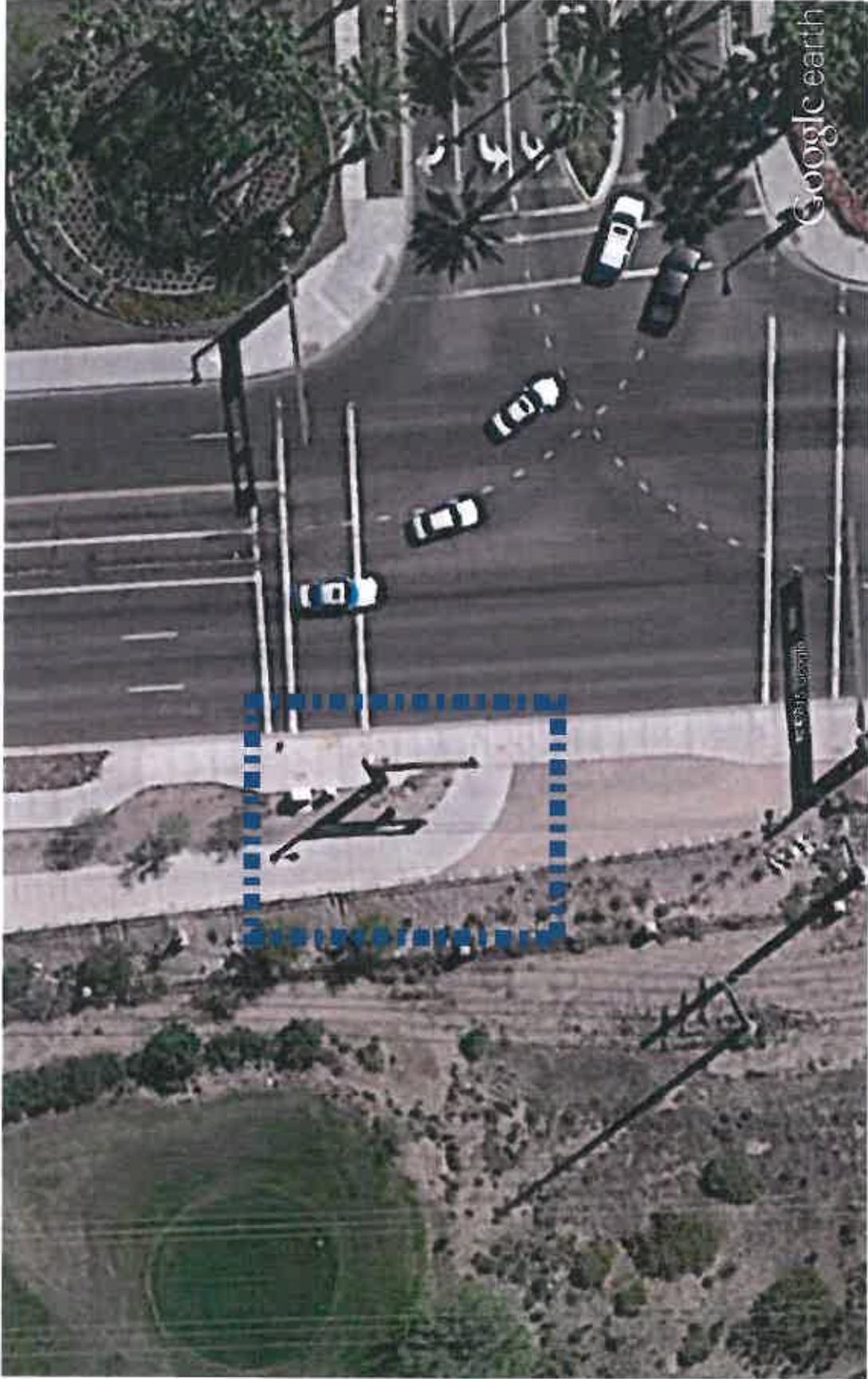
Location 7
Rio Salado South Bank Multi Use Path West Extension at 48th Street

CPT



Location 8
Rio Salado South Bank Multi Use Path West Extension at Priest Drive

CPT

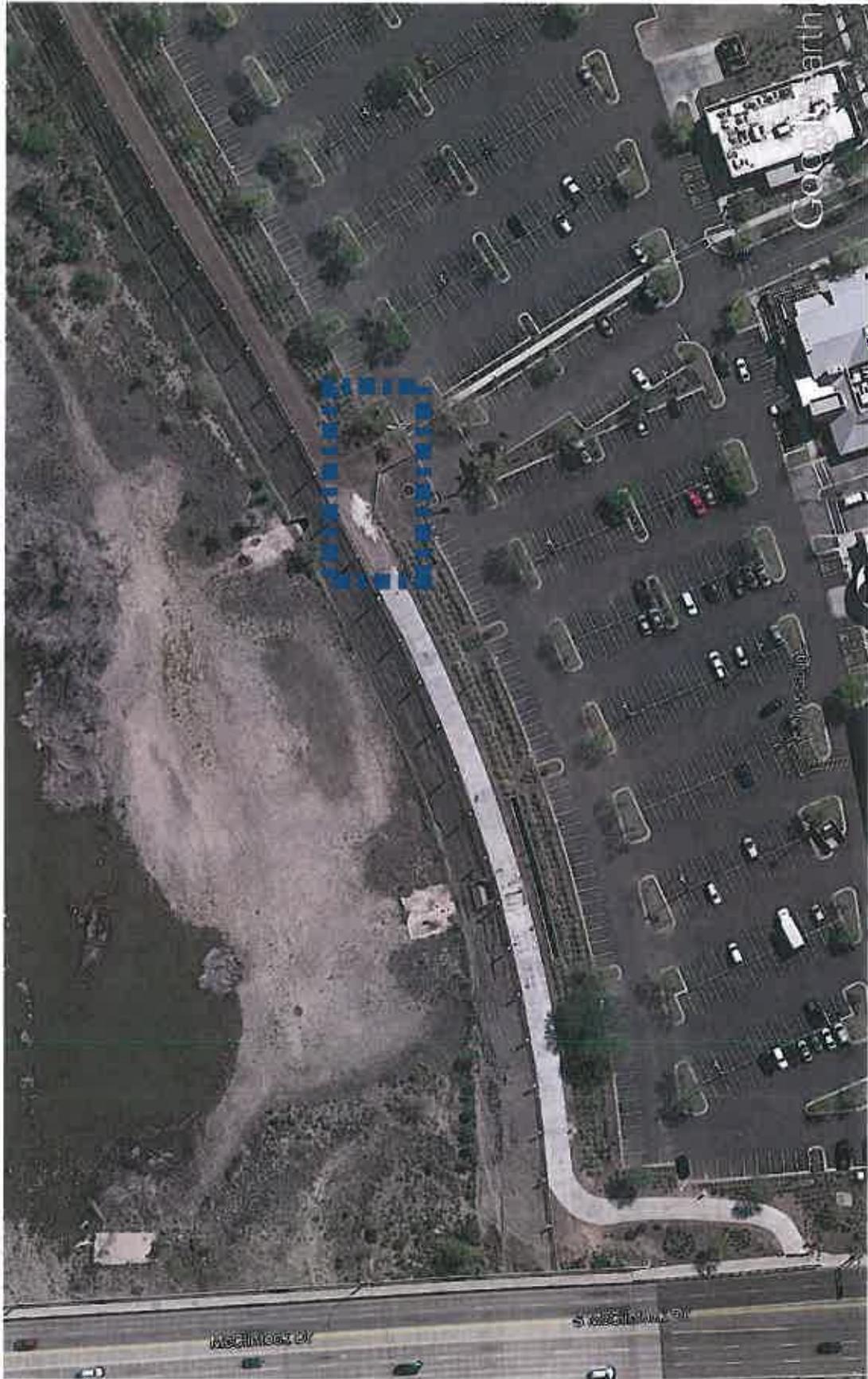


Location 9
Rio Salado South Bank Multi Use Path East Extension at McClintock Drive

CP4

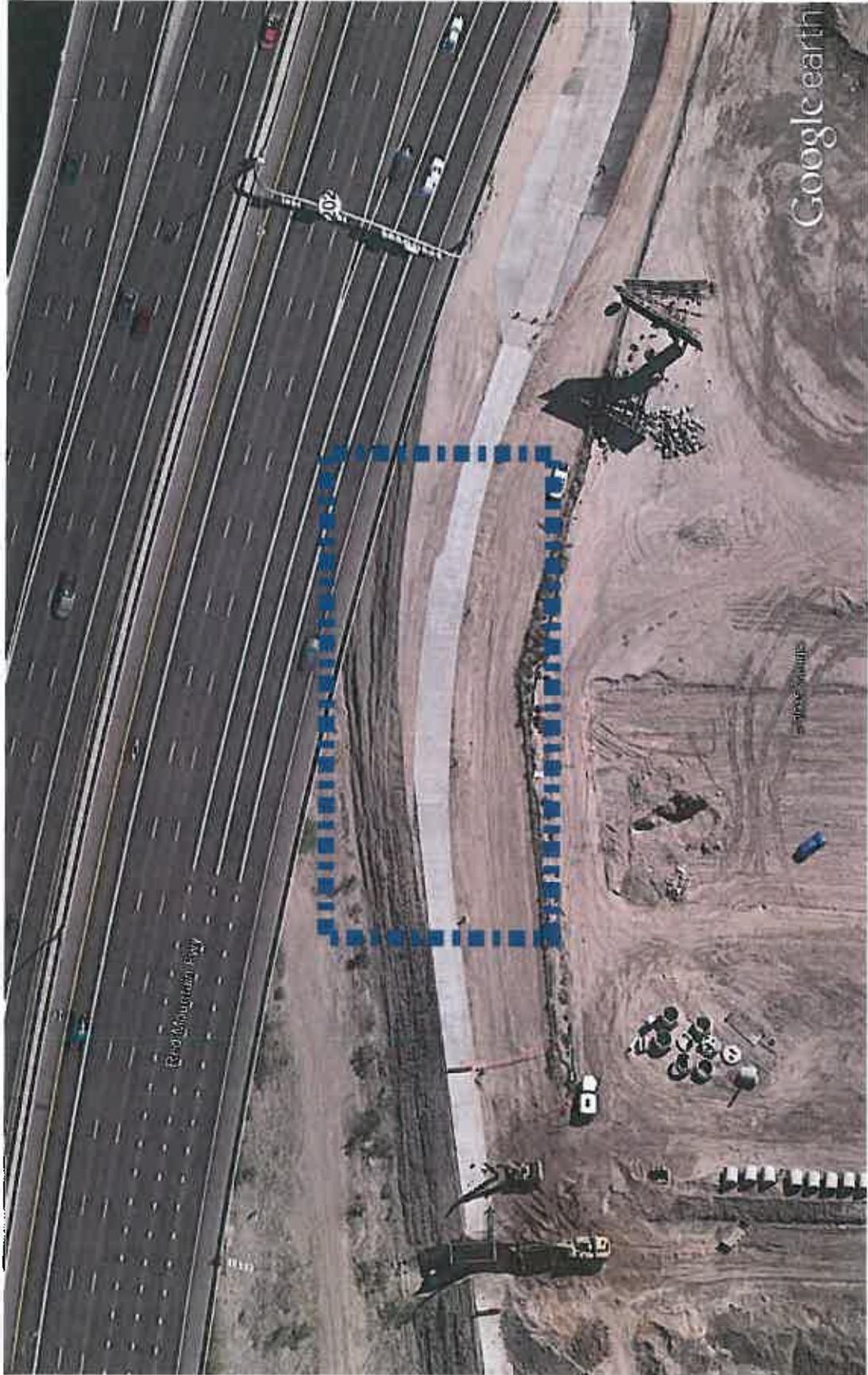
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Location 10
Rio Salado South Bank Multi Use Path East Extension at McClintock Drive
Not Included in this Scope of Work



Location 11
Rio Salado South Bank Multi Use Path East Extension at McClintock Drive

CPT



Location 12
Rio Salado South Bank Multi Use Path East Extension at East End of Path

CPH

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Location 13
Rio Salado South Bank Multi Use Path East Extension at East End of Path
Not Included in this Scope of Work



Location 14
Terrace Road Connector

CPH



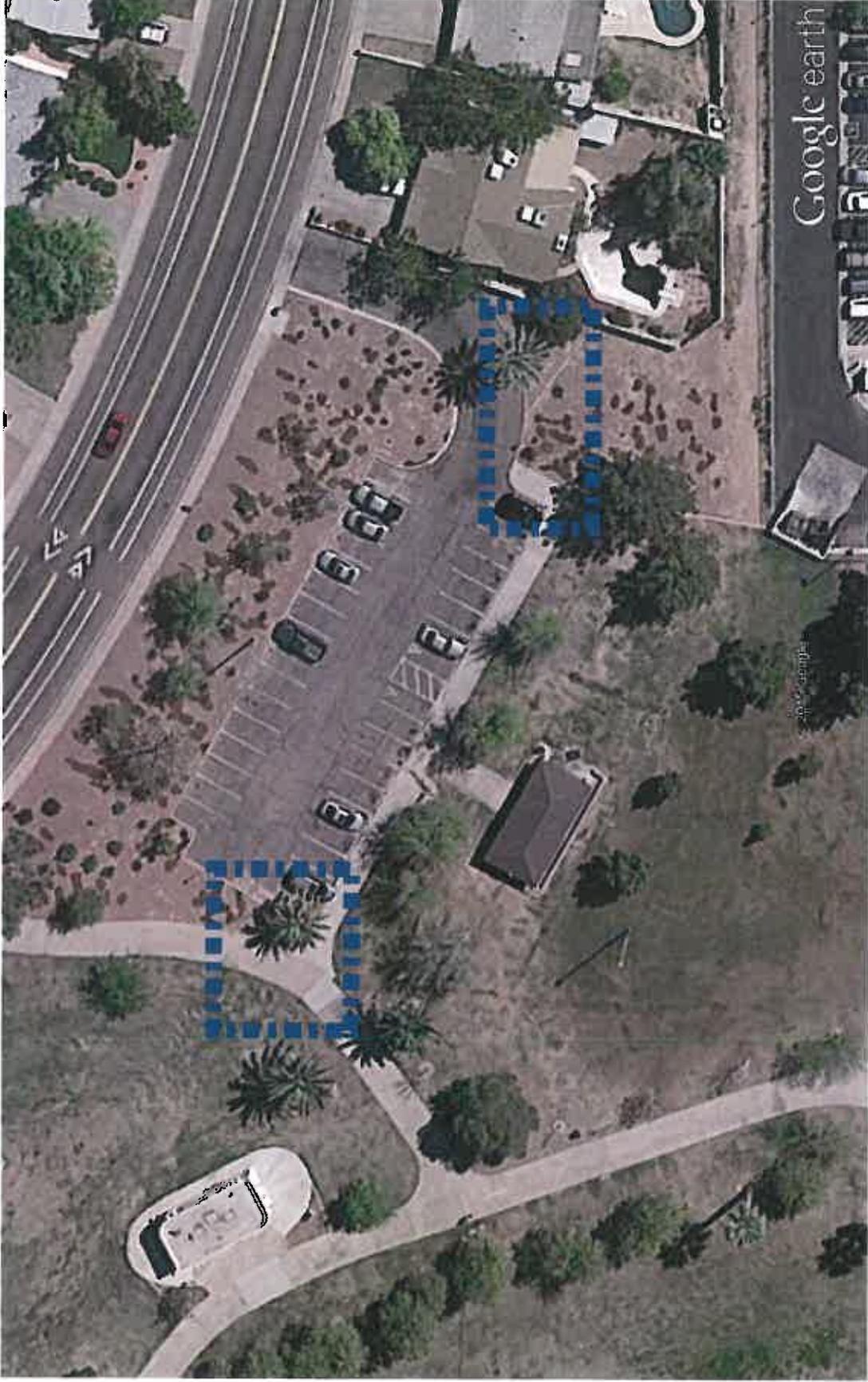
Location 15
8th Street Connector

gph

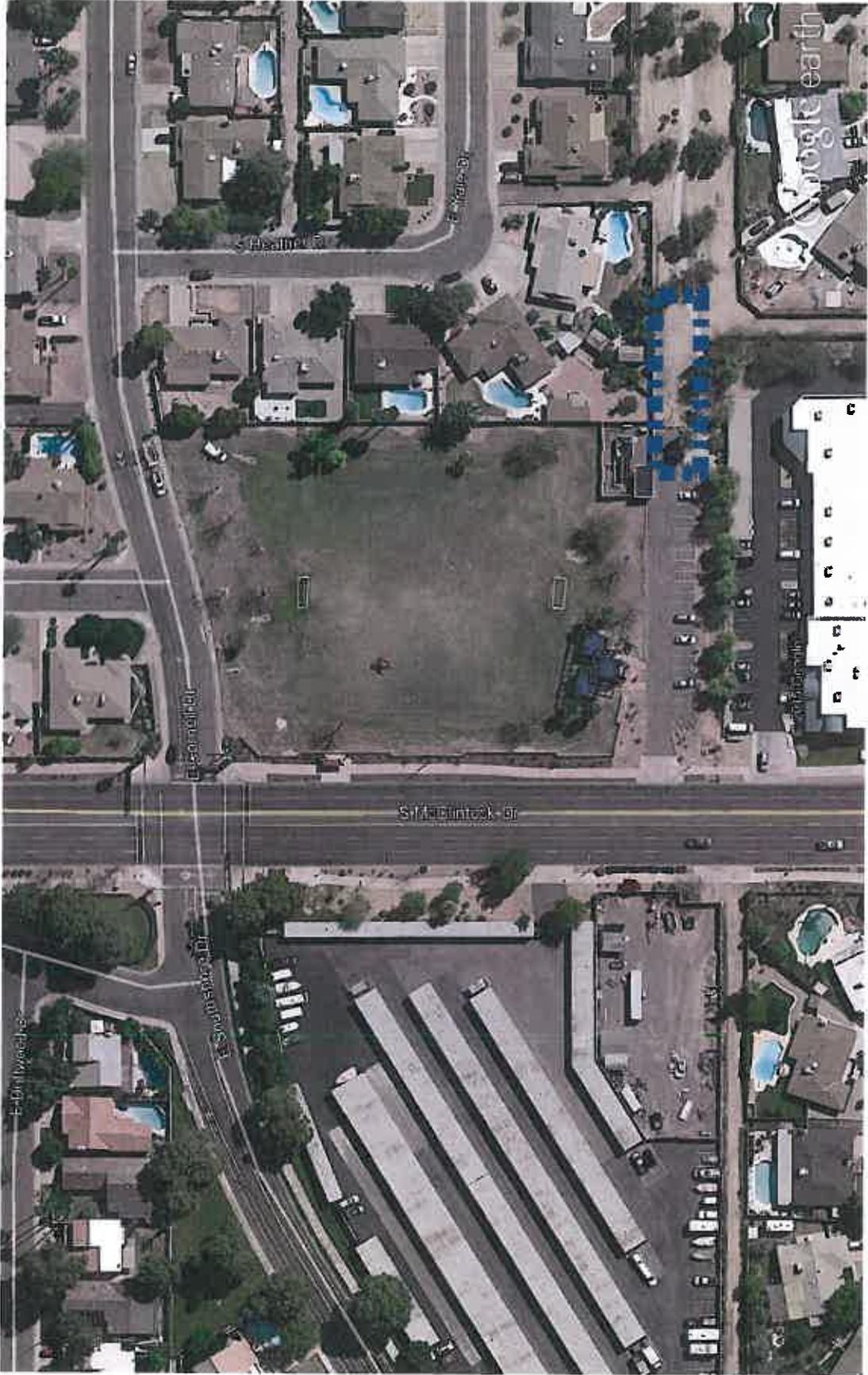


Location 16
Tempe Canal Multi Use Path at Price Road

CPK

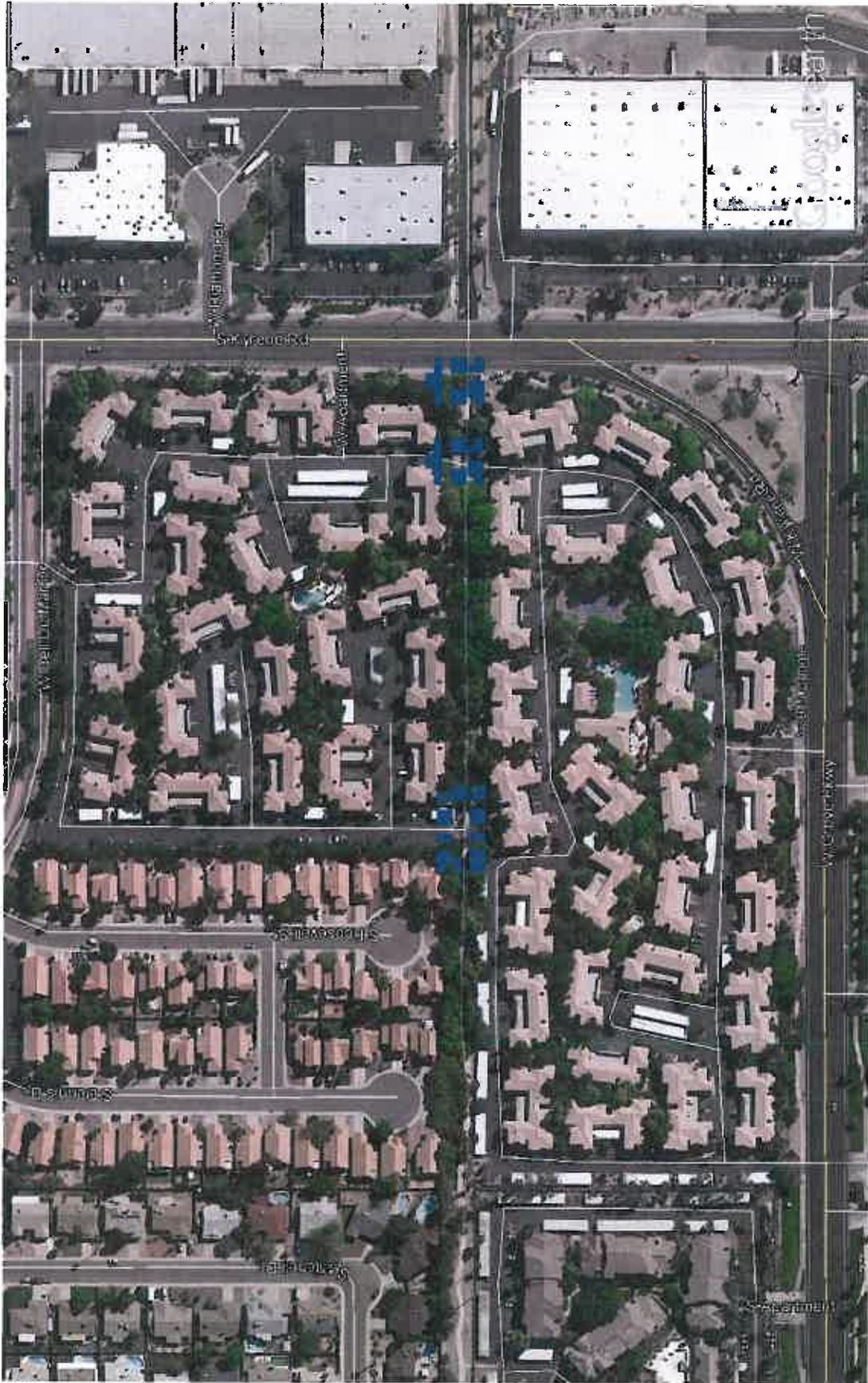


Location 17
El Paso Gasline Multi Use Path at Kiwanis Park



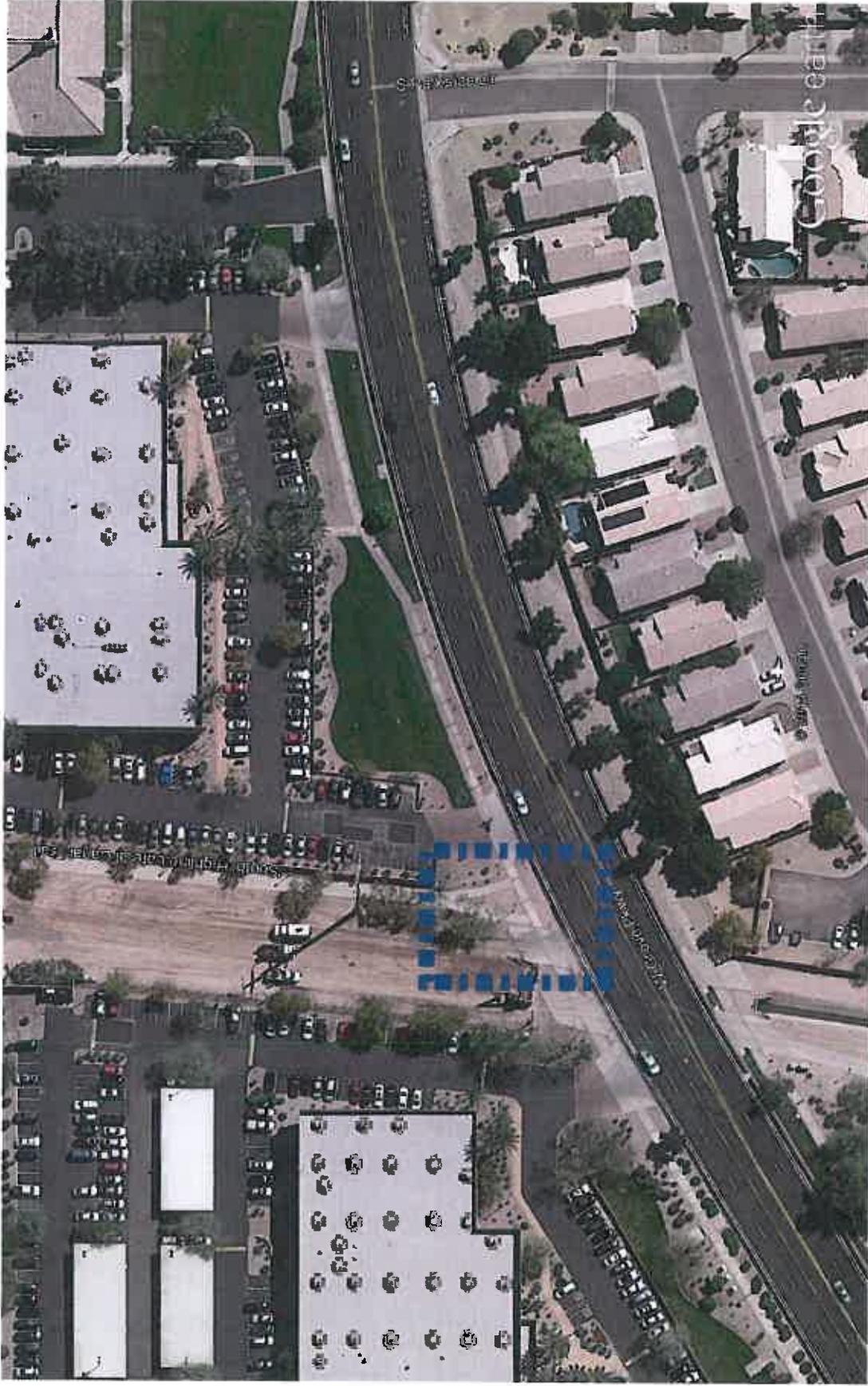
Location 18
El Paso Gasline Multi Use Path at Gaiki Park

CPH



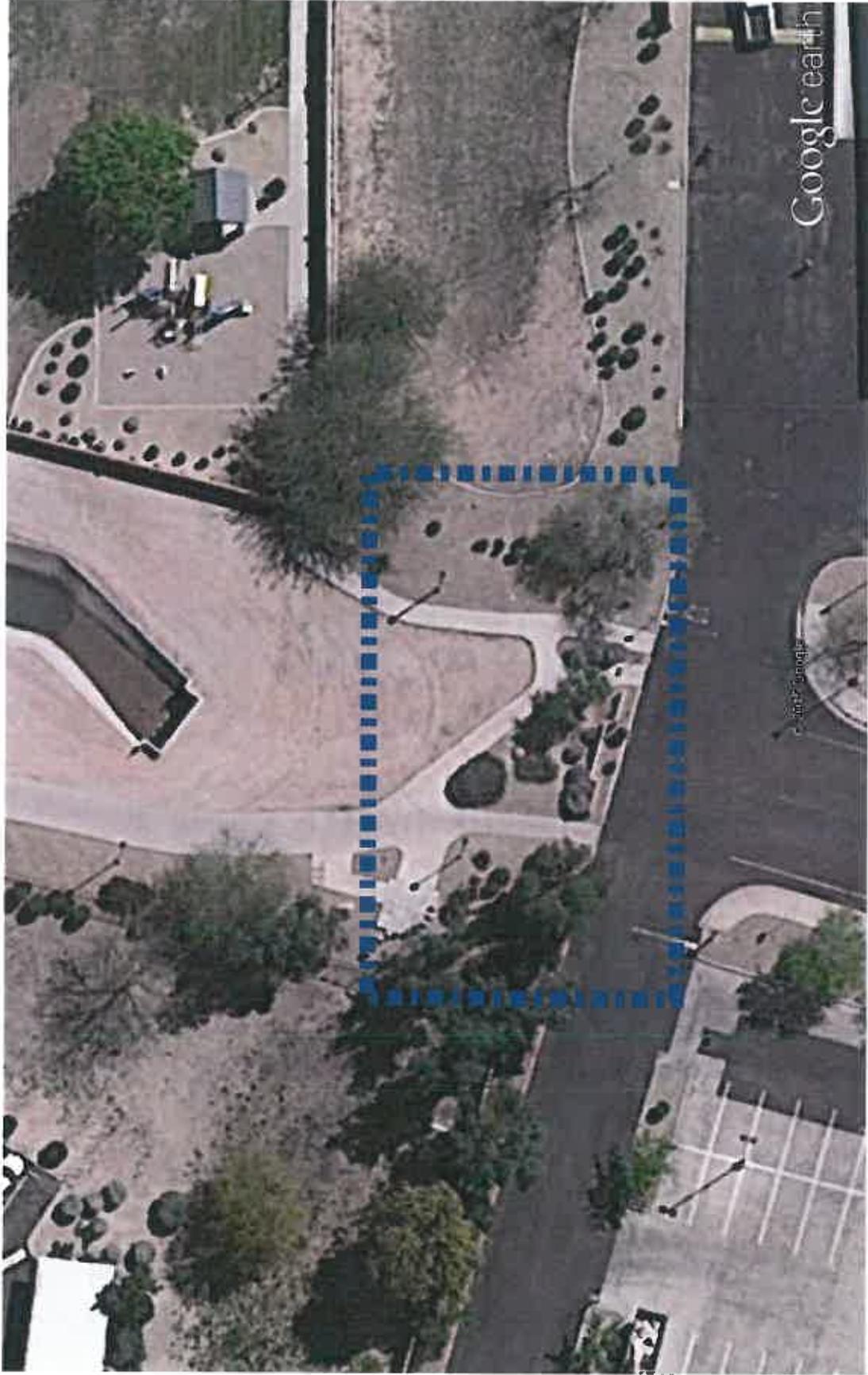
Location 19
Grove parkway Multi Use Path at Kyrene Road (Signature Place Condominiums)

CPT



Location 20
Highline Canal Multi Use Path at Grove Parkway

CPH



Location 21
Highline Canal Multi Use Path at Walmart

CPH

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**Location 22
Highline Canal Multi Use path at Auto Drive
Not Included in this Scope of Work**



Location 23
Western Canal Multi Use Path at Baseline Road

SPH



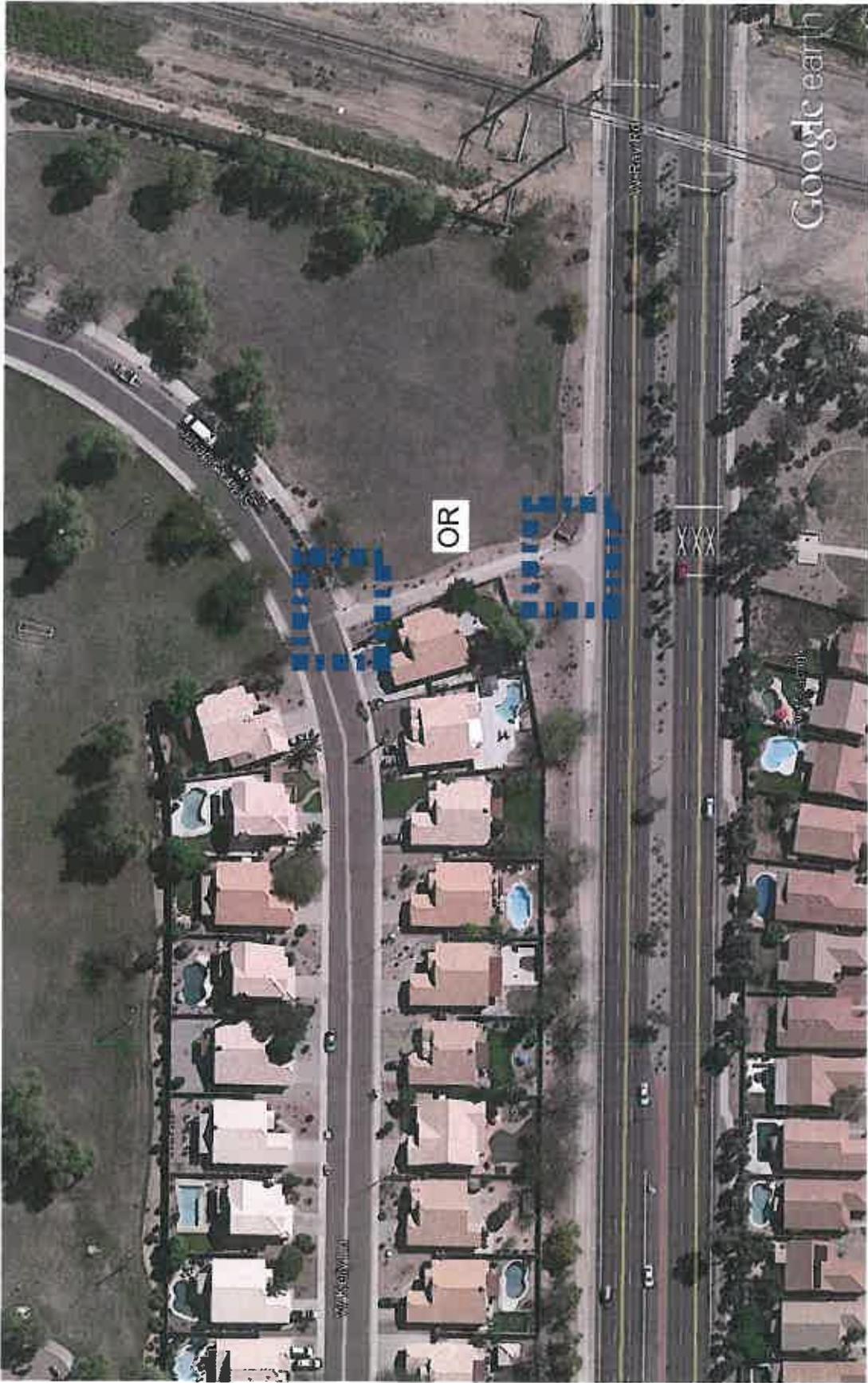
Location 24
Kyrene Canal Multi Use Path at Elliot Road

CPH



Location 25
Kyrene Canal Multi Use Path at Warner Road

CPT



Location 26
Sierra Tempe Multi Use Path Hardy Drive Alignment at Ray Road

SPH

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

Print Name

Date:

Business/Company (if applicable)

Address

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)**

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:

X 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).

April Romero
Signature

Date: 1/12/14

April Romero
Print Name

Human Resources Manager
Title

AZTEC Engineering Group, Inc.
Company

Affirmative Action

Policy Number: 2.2
Effective Date: 2/25/2014
Revision Date: 2/25/2014

In the Company's efforts to develop our Affirmative Action Plan, we hereby reaffirm and formalize our commitment to the principle of equal employment opportunity.

The purpose of this policy is to ensure equal employment opportunity for all without regard to race, color, religion, sex, national origin, age, disability, veteran status, or any other non-job-related characteristic. While this document cannot be considered an employment contract between the Company and its employees, we view the principle of equal employment opportunity as a vital element in the employment process and as a hallmark of good management.

In developing our Affirmative Action Plan, we commit ourselves to:

- Recruiting, hiring, training, and promoting persons in all job classifications without regard to race, color, religion, sex, national origin, disability, veteran status, or any other non-job-related characteristic.
- Ensuring that promotion decisions are in accordance with equal employment opportunity requirements by imposing only valid, job-related requirements for promotional opportunities.
- Ensuring that all personnel actions relating to compensation, benefits, transfers, terminations, training, and education are administered in a nondiscriminatory manner.

In developing this Affirmative Action Plan, we have analyzed our workforce and established placement goals to apply good faith efforts to increase the percentage employment of minorities, women, veterans, and disabled individuals in the workforce.

It is our desire that the combination of measurable goals and directed effort will make equal employment opportunity a fact at this Company.

To ensure that our goals for equal employment opportunity may be achieved through our good-faith efforts, we have established various levels of responsibility to both direct and oversee our affirmative action efforts.

The Company ensures and maintains a working environment that is free of harassment, intimidation, and coercion.

The owners and managers of the Company and its officers are familiar with, and support completely all the elements and fundamentals of the Affirmative Action Plan that is listed in detail below.

The policies, procedures, and benefit descriptions contained herein are not terms of employment, nor is the language intended to establish a contract between the Company, its employees, its affiliated companies, or its subsidiaries. The Company reserves the right to change, amend or terminate any of its human resources policies and/or benefits plans at any time, for any reason.

Affirmative Action Plan

In order to comply with the Affirmative Action reporting requirements, and to ensure equal employment opportunity, the following measures will be taken:

1. Equal and fair treatment will be provided to all employees regardless of race, color, religion, national origin, gender, age or disability.
2. A complete up-to-date workforce profile which records employees by race or ethnicity, gender, and job classification will be maintained and annual reports will be submitted to the to the appropriate agencies, as required.
3. All employees will be advised at time of employment that the firm is an Equal Opportunity / Reasonable Accommodation Employer and that hiring, promotion or demotion is based only on the individual's qualifications and ability to perform the work.
4. The firm will cooperate with and support apprenticeship training programs based on strict non-discrimination.
5. The firm has appointed the **Human Resources Manager** to serve as the Equal Employment Officer who is authorized to supply reports and represent this firm in all matters regarding this affirmative action plan.
6. The name, address and phone number of the Equal Employment Officer will be posted in a conspicuous place or places. This Officer will be responsible for:
 - a. Seeking to utilize minorities, females and disabled individuals to the same degree as all others, based on the following factors.
 - (1) Percentage of minorities, females and disabled individuals in the Company's workforce as compared with the labor market in the area.
 - (2) Local availability of minorities, females and disabled individuals having the skills we employ.
 - (3) Availability of promotable minorities, females and disabled individuals in our Company.
 - (4) Existence of training institutions to train minorities, females and disabled individuals in the area.
 - (5) The internal skills training our Company offers for minorities, females and disabled individuals.
 - b. Supervision of periodic audits of employment practices including: (1) applicant flow (2) promotion (3) training.
 - c. Contacts with recruitment sources for qualified minorities, females and disabled individuals. Notification to employees regarding promotions or vacancies to ensure equal opportunity.
 - d. Instruction of all supervisory personnel regarding their responsibility for equal employment opportunity and non-discrimination requirements.
 - e. Periodic reviews with all supervisory personnel to ensure that the program is being implemented at all levels.

The policies, procedures, and benefit descriptions contained herein are not terms of employment, nor is the language intended to establish a contract between the Company, its employees, its affiliated companies, or its subsidiaries. The Company reserves the right to change, amend or terminate any of its human resources policies and/or benefits plans at any time, for any reason.

Non-Discriminatory Work Environment

Policy Number: 2.3
Effective Date: 1/1/2012
Revision Date: 1/1/2012

The Company is firmly committed to providing a non-discriminatory work environment, including an environment free from harassment and coercion. It is against Company policy and/or illegal for an employee to discriminate against or harass another employee or anyone that he/she may come in contact with during the workday.

Conduct contrary to a non-discriminatory work environment includes (but is not limited to) derogatory comments relative to race, sex, age, religion, national origin, or handicap, unwelcome sexual advances to another person; request for sexual favors; repeated, offensive, sexually-suggestive language; the display of sexually-suggestive objects or pictures; sexual advances/behavior made either explicitly or implicitly as a term or condition of employment.

Any employee, who is found, after appropriate investigation, to have behaved in a manner which does not support a non-discriminatory work environment, will be subject to disciplinary action which may include dismissal. A false accusation of discrimination or harassment is itself a form of harassment. Any employee making a false accusation will be subject to disciplinary action, which may include dismissal.

If you have a complaint or knowledge of harassment or discrimination by a customer or another employee, you should immediately notify the Human Resources Department. The department will promptly and confidentially investigate all complaints of conduct contrary to this policy and affect an appropriate resolution.

The policies, procedures, and benefit descriptions contained herein are not terms of employment, nor is the language intended to establish a contract between the Company, its employees, its affiliated companies, or its subsidiaries. The Company reserves the right to change, amend or terminate any of its human resources policies and/or benefits plans at any time, for any reason.

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

Phoenix, Arizona
Date 1/12/16

Multi-Use Path – Sweeper Access
Project No. 6005241B

I hereby certify that AZTEC Engineering Group, Inc. (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: Blue Cross Blue Shield of Arizona

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

Policy No.: 032295

Policy Effective Date (MM/DD/YY): 01/01/16

Policy Expiration Date (MM/DD/YY): 12/31/16

Signed and dated at Phoenix, Arizona, this 12th day of January, 2016.

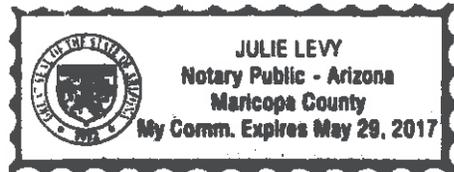
April Romer
General Contractor/Prime Consultant
By: April Romer

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this 12th day of January, 2016.

Julie Levy
Notary Public

My commission expires:
May 29, 2017



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 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 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.