

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 26th day of May, 2016, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **Jacobs Engineering Group, Inc.**, a Delaware corporation (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Light Rail Transit Crossing Gate Study and Modification Plan – University Drive**, Project No. **6907731** (“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 perform a study and provide design services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Andrew Haines as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.4. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.
- 1.5. 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.
- 1.6. 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.

- 1.7. 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 one hundred fifty (150) 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 may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

3. CONSULTANT'S COMPENSATION

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$106,604.00, unless otherwise authorized by City. This fee includes an allowance of \$3,000.00 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:

<u>Task Description</u>	<u>Method</u>	<u>Amount</u>
Phase I Design Services	Hourly Not to Exceed	\$40,295.00
Subtotal Task Amount:		\$40,295.00
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Phase II Design Services	Hourly Not to Exceed	\$63,309.00
Reimbursable Expenses	Not to Exceed	\$3,000.00
Subtotal Allowances Amount:		\$66,309.00
Total Compensation		
Not to Exceed:		\$106,604.00

- 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 101 N. 1st Avenue, Suite 3100, Phoenix, Arizona 85003. 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 a Delaware 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:

(Printed Name of Signatory)
Jacobs Engineering Group, Inc.
101 N. 1st Avenue, Suite 3100
Phoenix, AZ 85003

- 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]

**Light Rail Transit Crossing Gate Study and Modification Plan – University Drive
Project No. 6907731**

DATED this _____ day of _____, 2016.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

City Clerk

Deputy PW Director/City Engineer
Az

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
Jacobs Engineering Group, Inc.

Signature

Printed Name

Title

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

EXHIBIT A

JACOBS

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TEMPE, ARIZONA
AND
JACOBS ENGINEERING GROUP INC. (JACOBS)

LIGHT RAIL CROSSING OF UNIVERSITY DRIVE
EVALUATION, RECOMMENDATION AND DESIGN TO MODIFY
TRAIN CROSSING GATE TIMING

SCOPE OF WORK

Project Understanding

Light Rail opened in the Valley in 2008 and since that time, there have been traffic delay issues for vehicles on University Drive where the light rail crosses just west of Rural Rd. Jacobs understands that westbound trains stopping at the University Dr./Rural Rd. station activate the crossing gates at the University Drive grade crossing (approx. 450 ft. west of the station). The gates remain activated while passengers embark and disembark the train causing excessive gate down time at the crossing resulting in traffic congestion (especially in peak periods), motorists complaints and the potential for motorists to go around the activated gates, creating unsafe conditions. Adding to the train dwell time in the station is a pedestrian crossing immediately west of the station platform and the many students crossing the tracks to catch a train or departing a train and crossing the tracks to get to class over the pedestrian crossing. Both of these movements can cause the train to dwell in the station longer than planned.

Existing Operation:

The existing operations were designed so that the gates activated with a timer just after the train passes Rural Rd. (east of the station). We understand the design includes a Train To Wayside Communications (TWC) crossing gate bypass onboard the train – such that if the train dwells too long in the station, the train operator could bypass the gate activation, and bring the gates back up to alleviate vehicular traffic at University Dr.

Proposed Operation:

Tempe has requested Jacobs investigate the current operation of the gates and develop a means to relieve vehicular traffic at University Drive if a westbound train dwells too long in the station. This would be considered on both tracks for travel in both directions and for reverse running.



Project Tasks

Phase 1 - Concept Development

Concept Development will begin after the initial Phase 1 Notice to Proceed is issued.

Task 101 - Data Collection: Jacobs will gather documentation for the subject area and review the existing crossing and signal circuit plans, civil, ductbank and roadway plans for the subject area. Jacobs will perform a site visit and inspection to evaluate the accuracy of the as-built information and ascertain operational conditions for varying times of the day:

- Meet with Valley Metro Signal Engineers and the City of Tempe to review the issues
- Observe the current operations
- Take measurements between station and crossing
- Check equipment and available space in existing signal and crossing enclosures
- Check for existing conduit/ductbank and spare space at locations for possible cable installation/relocation
- Check for electrical requirements to ensure sufficient power for any modifications
- Determine locations where track clear is triggered

Task 102 - Concept Development Options: Based on the information collected, National Rail Crossing best practices and coordinating with the City of Tempe and Valley Metro, Jacobs will develop options to resolve the issues – it is estimated that there may be between two to four options discussed. Each option will be developed to allow Rough Order of Magnitude (ROM) costing to be performed.
(DELIVERABLE – Preliminary Report detailing options and ROM estimate)

Task 103 - Options Evaluation: Jacobs will assist the City of Tempe with evaluating the options to determine the most feasible option to carry forward with final design.

Task 104 – Report: Jacobs will document the options that were developed, the evaluation of the options and the selected option that will be designed in a brief written report **(DELIVERABLE – Final Report detailing options and ROM estimate)**.



Phase 2 - Concept Implementation

Concept Implementation will begin after the design solution is determined and the Phase 2 Notice to Proceed is issued.

At this time we do not know all of the options available to rectify the problem. However, the following is a brief description of the preliminary alternatives being considered:

- 1) **Simple Solution:** Use the existing TWC loop that is currently in the design. This is the simplest solution since we understand the equipment is already in place. This would allow the train operator to deactivate the gates from his on-board TWC control panel if delayed at the station, then reactivate the gates before leaving the station.
- 2) **Modify the existing track circuits** so that the gates do not activate with the train in the station. This is the most complex solution since it involves circuitry modifications, installation of cable and possibly installing insulated joints. If the distance from the platform to the crossing is sufficient, the gates would not need to be activated when the train is stopped in the station. This would require splitting or shortening the existing track circuit so that when the train left the platform the gates would activate.

We have included the cost of alternatives 1 & 2 in our cost proposal as allowances. The actual final design cost will depend on either one of the alternatives above or a different alternative once a full review and inspection are performed. Allowances will be utilized only if authorized in writing by the City of Tempe.

Task 201 – Preliminary Design Development: The preferred option will be developed into preliminary construction documents at an approximate 50% level of completion. These documents will be submitted for review and comments. Constructability of the project will be evaluated. All comments will be resolved by the project team before commencing with the final task.

Deliverables:

- Preliminary design drawings including signal/crossing circuits and ductbank layouts (electronic CADD files and 11"x17" hardcopies)
- Preliminary specifications (if necessary)
- Preliminary Probable Cost of Construction

Task 202 – Final Design Development: Jacobs will finalize the documents. The documents will be in a state of completion which will allow competitive procurement of construction contract.

Deliverables:

- Final design drawings including signal/crossing circuits and ductbank layouts (electronic CADD files, PDF files and 24"x36" mylars)
- Final specifications (as necessary)



- Final cost estimate

Assumptions:

No bid phase or construction phase support has been included in the estimate. No construction phase services have been included in this estimate.

Permit fees/plan approval fees from the City of Tempe are not included in the estimate.

Schedule:

Jacobs is prepared to start this work immediately upon your notice to proceed (NTP). Phase 1 will be completed within 5 weeks with a hold point to determine the direction of the project for Phase 2. Phase 2 will be completed in 8 weeks assuming one week review time between 50% and final design.

Fee:

Please see the attached for the detailed fee schedule along with the hours by task.

Phase 1:	\$40,295
Printing/Travel Allowance	<u>\$ 3,000</u>
SubTotal:	\$43,295
Alt. 1 Design Allowance	\$14,992
Alt. 2 Design Allowance	\$63,309
Total w/ Alt. 1:	<u>\$ 58,287</u>
Total w/ Alt. 2:	<u>\$106,604</u>



Derivation of Cost Proposal

Street-Rail Grade Crossing and Signal System modifications at University Drive and University Dr. / Rural Station to correct excessive crossing gate downtime with westbound train in station.

Contract No.: TBD

(Figures Rounded to Nearest \$1.00)

ESTIMATED DIRECT LABOR - PHASE 1 (CONCEPT DEVELOPMENT)

Classification	Estimated Labor-Hours	Hourly Rate	Labor Costs
Train Systems Manager	16	\$106.00	\$1,696
Train Signal Designer	60	\$90.13	\$5,408
Electrical Engineer	48	\$45.00	\$2,160
Traffic Signal Manager	8	\$70.00	\$560
Train Signal Specialist	80	\$80.34	\$6,427
Civil Engineer	8	\$50.00	\$400
	220		
Total Direct Labor			\$16,651
120% Overhead			\$19,981
Total Labor Cost PHASE 1			\$ 36,632
Profit (10.0%)			\$ 3,663
Phase 1 Total Cost (Not-to-Exceed) =			\$ 40,295

ESTIMATED DIRECT EXPENSES - ALLOWANCE

Description	Cost
Travel	\$2,500
Printing/Reproduction	\$500
Total Direct Expense Allowance	\$ 3,000

ESTIMATED DIRECT LABOR - ALT. 1 DESIGN ALLOWANCE (CONCEPT IMPLEMENTATION)

Classification	Estimated Labor-Hours	Hourly Rate	Labor Costs
Train Systems Manager	4	\$106.00	\$424
Train Signal Designer	24	\$90.13	\$2,163
Electrical Engineer	0	\$45.00	\$0
Traffic Signal Manager	24	\$70.00	\$1,680
Train Signal Specialist	24	\$80.34	\$1,928
Civil Engineer	0	\$50.00	\$0
	76		
Total Direct Labor			\$6,195
120% Overhead			\$7,434
Total Labor Cost Option 1			\$13,629
Profit (10.0%)			\$ 1,363
Alt. 1 Total Cost (Not-to-Exceed) =			\$14,992



Derivation of Cost Proposal

Street-Rail Grade Crossing and Signal System modifications at University Drive and University Dr. / Rural Station to correct excessive crossing gate downtime with westbound train in station.

Contract No.: TBD

(Figures Rounded to Nearest \$1.00)

ESTIMATED DIRECT LABOR - ALT. 2 DESIGN ALLOWANCE (CONCEPT IMPLEMENTATION)

<u>Classification</u>	<u>Estimated Labor-Hours</u>	<u>Hourly Rate</u>	<u>Labor Costs</u>
Train Systems Manager	4	\$106.00	\$424
Train Signal Designer	68	\$90.13	\$6,129
Electrical Engineer	80	\$45.00	\$3,600
Traffic Signal Manager	28	\$70.00	\$1,960
Train Signal Specialist	140	\$80.34	\$11,248
Civil Engineer	56	\$50.00	\$2,800
	376		
		Total Direct Labor	\$26,161
		120% Overhead	\$31,393
		Total Labor Cost Option 2	\$57,554
		Profit (10.0%)	\$ 5,755
		Alt. 2 Total Cost (Not-to-Exceed) =	\$63,309
		Total Project Cost (Not-to-Exceed)w/Alt 1 =	\$58,287
		Total Project Cost (Not-to-Exceed)w/Alt 2 =	\$106,604

Andrew Haines
Project Manager

March 9, 2016
Date



Labor Hours

**Street-Rail Grade Crossing and Signal System modifications at University Drive and University Dr. / Rural Station to correct excessive crossing gate downtime with westbound train in station.
Contract No.: TBD**

WBS Code	Task No.	Task Descriptions	Train Systems Manager	Train Signal Designer	Electrical Engineer	Traffic Signal Manager	Train Signal Specialist	Civil Engineer	TOTAL HOURS
		Hourly Rates	\$106 00	\$90 13	\$45 00	\$70 00	\$80 34	\$50 00	
		PHASE 1 - Concept Development							
		Data Collection - Site inspection, document retrieval, technical		20			32		52
		Concept Development Options (2-4 concepts developed)	4	16	16	4	16		56
		Options Evaluation	4	8	16	4	8	8	48
		Report	8	16	16		24		64
		TOTAL: PHASE 1	16	60	48	8	80	8	220
		Alt. 1 Design - Concept Implementation							
		Preliminary Design Development (50%)		16		16	16		48
		Final Design Development (100%)		8		8	8		24
									0
		TOTAL: PHASE 2	4	24	0	24	24	0	76
		Alt. 2 Design - Concept Implementation							
		Preliminary Design Development (50%)		48	56	16	100	32	252
		Final Design Development (100%)		20	24	12	40	24	120
									0
		TOTAL: PHASE 2	4	68	80	28	140	56	376

LABOR DEFINITIONS

- 1 *Train Systems Manager:* The Train Systems Manager is a senior level engineer responsible for setting overall direction, providing oversight and resources to the project team.
- 2 *Train Systems Designer:* A senior staffer responsible for implementing the direction provided by the Train Systems Manager. Immersed in the design and directs the Team on a day by day basis.
- 3 *Electrical Engineer:* A mid-level employee responsible for the portions of the project which do not require in depth train control knowledge.
- 4 *Traffic Signal Manager:* A senior level traffic engineer. This staffer will allow coordination with the traffic signals at the intersection.
- 5 *Train Signal Specialist:* A mid-level train signal expert who develops the plans and details of the design.
- 6 *Civil Engineer:* A mid-level employee responsible for developing the trenching, ductbank, devil strip, roadway modifications as necessary to support the project.



Derivation of Cost Proposal

Street-Rail Grade Crossing and Signal System modifications at University Drive and University Dr. / Rural Station to correct excessive crossing gate downtime with westbound train in station.

Contract No.: TBD

TRAVEL:

Travel (2 nights), Air fare, hotel, Misc Exp. 1 \$ 2,500

MILEAGE (Personal Vehicle)

Destination	#Trips	Miles/Trip	Cost/Mile	Cost
	0	34	\$ 0.575	\$ -
	0	28	\$ 0.575	\$ -

TRAVEL TOTAL: \$2,500

PRINTING/MISCELLANEOUS:

DESCRIPTION

# Units	Cost/Unit	Cost
5	\$100	\$500.00

MISCELLANEOUS SUBTOTAL: \$500

DIRECTS TOTAL: \$3,000

GK

Steven Diana

Professional Background

Education

MBA, New York Institute of Technology Old Westbury, NY. 2005

BT, Electro-Mechanical Computer Technology. New York Institute of Technology, Old Westbury, NY. 1985

AS, Electronic Technology Nassau Community College, Uniondale, NY, 1982

Professional Associations

American Railway Engineering and Maintenance-of-Way Association (AREMA). Member since 1998, Member of Highway Grade Crossing Committee 36

Entered the profession in 1985

Joined Jacobs in 2013

Steven Diana has over 30 years of experience directly related to signal design and construction. Steve is a Signal Engineer who spent the major part of his career at MTA Long Island Rail Road. Starting at Junior Engineer in 1985, Steven progressed through the organization to Principal Manager – Signal Design, Research and Development. In this role, Steven managed of the Signal Design Department with 15 designers and engineers, the SCADA Group with two engineers and the FRA Testing Group with four engineers.

Relevant Project Assignments

Amtrak/NYSDOT Empire Corridor – Hudson Line Grade Crossing and Signal Improvements, NY

Steve is currently the Deputy Project Manager for the Construction Phase of the project. The project included the replacement of 63 miles of signal, power and communications cable. In addition, a number of grade crossing control systems were redesigned and communications fiber interface locations were designed. The project was funded by NYSDOT.

PATCO – Control Center System Specification Review.

Performed a review of the draft specifications for a new central traffic control and Power SCADA system.

Franklin Yard Project, Monaca, PA – Steve provided design for 17 controlled switches used in the yard and to tie into the CSX main. The designs included vital and non-vital systems utilizing switch indication signals.

Fort Worth Transportation Authority - TEX Rail Commuter Rail, TX:

Responsible for reviewing signal design submittals (completed 30% & 60% reviews), developing estimates and providing signal advisement as required.

Oklahoma City Street (maps3) Project: Providing signal design for streetcar system including Train to Wayside (TWC) development. Provided 30% and 60% Signal Design and Specifications.

Metro-North Railroad Customer Service Initiatives, NY & CT: Project includes designing new communications systems for customer interface and security, including integrated public address, variable message signs and security cameras. All systems will be accessible from Grand Central Terminal. Performed station surveys to document existing systems and currently developing 30% design.

Indiana DOT Ohio River Bridge – East End Grade Crossing Project, IN:

Provided R&D and Design review for Crossing and traffic preemption design at roundabout intersection.

Canarsie Tunnel Rehabilitation, New York City Transit Authority (NYCT), NY: Providing design review for signal system modifications to the Canarsie Tunnel due Hurricane Sandy tunnel rehabilitation. Signal system utilizes underlying conventional signal system and a CBTC system.

Select Project Experience with Other Firms

MTA Long Island Rail Road

Principal Manager – Signal Design, Research and Development

(Responsible for the management of the Signal Design Department with 15 designers and engineers, the SCADA Group with 2 engineers and the FRA Testing Group with 4 engineers. Responsibilities, besides management of personnel, included:

- Developing technical scopes and cost proposals for signal design projects, review 3rd party Engineering Vendor and Consultant contract proposals, selecting Vendors and Consultants.
- Hiring and developing qualified staff.
- Reviewing and checking signal designs, developing and approving design standards, specifications and test procedures.
- Researching and developing new products and systems.
- Managing maintenance and repair of Signal SCADA systems (ARINC, Alstom PTM, Ansaldo, QEI), developed Signal SCADA Central Control Specs & RFP.
- Worked with FRA in modifying the signal system over two movable bridges that were being permanently closed, provided signal design, circuit checking and FRA application.
- Reviewing FRA regulation proposals and changes.
- Coordinate with outside agencies (FRA, NYSDOT, PTSB, local Counties and townships) to ensure compliance with requirements and regulations for Signal and Highway Grade Crossing Systems.
- Supporting LIRR during incidents, failures and major installations.
- Provide management support other LIRR departments and systems.

Engineer – FRA/LIRR Testing and Inspection

Managed the performance of FRA mandated and LIRR required testing for the Signal Department that included administration, record keeping, and compliance. Supported FRA inspections, audits and hours of service requirements. Tests and Inspections included:

- Interlocking tests – switches, signals, locking, etc.... (60 Interlockings)
- Highway Grade Crossing Tests (approx.. 300 crossings)
- Movable Bridge Tests (3 movable bridges)
- Device Tests – Cables, Relays, Track Circuits
- Microprocessor Interlocking Systems

Worked with local Governments, municipalities, and roadway owners to support highway grade crossing maintenance and improvements. Developed FRA/LIRR tests for new signal installations. Developed and maintained signal department rules and testing procedure manuals.

Supervisor – Signal

Assisted the Manager LIRR/FRA Tests and Inspection in writing LIRR and FRA tests for signal projects and developing new test forms and methods to improve field testing efficiency and quality.

Supervisor – Signal

Assisted the Engineer Signal Construction in planning, organizing and facilitating signal projects and providing support for other department projects.

Signal Circuit Designer

Designed and analyzed signal circuits for use in new and existing signal systems resulting in safe, reliable, and efficient train operation.

Assistant Signal Circuit Designer

Assisted in the design and analysis of electrical circuits used in signal systems to provide safe, reliable, and efficient train operation.

EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES

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

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

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

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

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

Signature	Business/Company (if applicable)
Print Name	Address
Date: _____	City, State, Zip Code

OFFICE USE ONLY: EMPLOYEE NAME: _____
EMPLOYEE NUMBER: _____

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

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

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

_____, Arizona

Date _____

**Light Rail Transit Crossing Gate Study and Modification Plan – University Drive
Project No. 6907731**

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 _____, 2016.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2016.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

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

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 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.