

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 23rd day of June, 2016, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **collectiV LA, LLC**, a Arizona limited liability company (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Streetscape – 5th Street from Farmer Avenue to College Avenue, Project No. 5407931** (“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 Jim Smith 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 submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall

be submitted in hard copy only.

- 1.7. 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.
- 1.8. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.9. 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 October 30, 2017. 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 \$399,950.00, unless otherwise authorized by City. This fee includes an allowance of \$4,451.00 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>
Design Services	Hourly not to Exceed	\$148,370.00
	Subtotal Task Amount:	\$148,370.00
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Reimbursable Expenses	Not to Exceed	\$4,451.00
Sub-consultant Services	Not to Exceed	\$226,149.00
Structural Engineering Services	Not to Exceed	\$11,000.00
Potholing	Not to Exceed	\$9,980.00
	Subtotal Allowances Amount:	\$251,580.00
	Total Compensation	
	Not to Exceed:	\$399,950.00

- 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 1426 North 2nd Street, Suite 200, Phoenix, Arizona 85004. 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:

(Printed Name of Signatory)
collectiV LA, LLC.
1426 North 2nd Street, Suite 200
Phoenix, AZ 85004

- 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]

**Streetscape – 5th Street from Farmer Avenue to College Avenue
Project No. 5407931**

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
AC

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
collectiV LA, LLC.

Signature

Printed Name

Title

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

EXHIBIT A

Friday 29 April, 2016

Ms. Catherine Hollow - Senior Civil Engineer
City of Tempe
Public Works Department - Engineering Division
31 East 5th Street
Tempe, AZ 85281



1426 North 2nd Street, Suite 200
Phoenix, Arizona 85004
www.collectivla.com
Telephone: 602.358.7711

RE: **LANDSCAPE ARCHITECTURAL SERVICES**
5TH STREET STREETScape: FARMER TO COLLEGE V3

Dear Ms. Hollow:

CollectiV LA is pleased to submit enclosed Scope of Work and Fee Proposal for the above noted project. This project will include urban design, landscape, irrigation, survey, traffic, civil, electrical, and project management services. Potholing and structural engineering are allowances. It is understood that a construction budget has not been established.

Project Description

The City of Tempe proposes to renovate 5th Street from Farmer Avenue to College Avenue.

Anticipated services include; data collection, map preparation, utility coordination, constraints, opportunities, analysis, meetings, stakeholder input, design concepts, final concept, presentations to staff and commissions, 10%, 30% design plans and construction plans at 60%, 95%, & 100% (P.S.E.). Total Consultant fees as follows:

Landscape Architectural Design	\$148,370.00
Design Phase Sub consultants	\$226,149.00
Direct Expenses (Reimbursed at Cost)	\$4,451.00
<u>Allowances (See Exhibit D)</u>	<u>\$20,980.00</u>
Total Contract Value	\$399,950.00

It is anticipated that design will commence upon notice to proceed and will last approximately 13 months. All contract communication should be directed to my attention, and all remittances made to the address listed below:

Attn: Kathy Fletcher
collectiV LA, LLC
1426 North 2nd Street - Suite 200
Phoenix, AZ 85004

We appreciate the opportunity to provide this submittal and look forward to working together on this project.

Respectfully submitted,
CollectiV Landscape Architects

Jim Smith
Principal/R.L.A. LEED AP BD+C
JS/kf - Ref: Proposals 2016

Proposal Accepted and
Authorization to Proceed

By: _____

Title: _____

Date: _____

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SCOPE OF WORK

PROJECT LIMIT

Refer to Exhibit A for project limit(s) which generally follows along 5th Street from Farmer Avenue on the west to College Avenue on the east.

SCHEDULE

See Exhibit B for schedule estimates and project milestone submittals relative to the Notice to Proceed (NTP).

FEE SPREADSHEET

See Exhibit C for Landscape Architectural fees.

ALLOWANCES AND OPTIONAL

See Exhibit D for allowances.

SUB CONSULTANTS

See Exhibit E for Sub consultant list, scope and fees.

TASK 1 - PROJECT INITIATION

Initial start of work to prepare proposal, define parameters, and negotiate scope. The following tasks are anticipated and ongoing:

1. Scope initiation meeting.
2. Prepare scope and fee per "Professional Services Proposal Requirements".
3. Submit scope to staff for review and comments.
4. Incorporate staff comments.
5. Council approval of contract.
6. Kick off meeting and N.T.P.

PROJECT MANAGEMENT AND COORDINATION

CollectiV LA, LLC shall provide comprehensive project management and control for all aspects of Landscape Architectural design. Included in this task are management and maintenance of project schedule, records, meeting minutes, billing, team correspondence, agendas, quality control activities and correspondence with City staff.

TASK 2 – DATA COLLECTION

A. DATA COLLECTION - DIGITAL

In coordination with City of Tempe staff and design team sub consultants, obtain relevant electronic City data (CAD) including but not limited to the following base files:

1. Electrical Maps
2. Utility maps and plans
3. Alta/boundary file

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B. DATA COLLECTION – PLANS/GUIDELINES/STUDIES

1. Downtown area specific plan.
2. Land ownership.
2. Public transportation routes, stops, and schedules.
3. Path and trail points of connection.
4. Collect and map relevant surrounding construction projects.
5. Sanitation, police, and fire design parameters.
6. Review of Kimley Horn study.

C. DATA COLLECTION - SITE INVENTORY and MEASUREMENT

Confirm existing elements and locations through site documentation, aerials and photographic inventory.

1. Existing tree types.
3. Existing hardscape materials.
4. Existing art assets.
5. Existing signage and wayfinding.
6. Existing vehicular parking.
7. Traffic, bike, pedestrian data, flows and habits.
8. Photographic Inventory.
9. Seating locations.

D. DATA COLLECTION - AS-BUILT DOCUMENTATION

1. Irrigation.
2. Existing lighting fixtures.
3. Dry utilities (in coordination with Dry Utility Consultant)

E. BASE MAP PREPARATION – CONSTRAINTS & OPPORTUNITIES/ANALYSIS

Team will collect and combine a final base incorporating B, C, and D; develop constraints, opportunities, and analysis maps. Graphic and digital maps will help guide design direction and facilitate solutions. Examples of what maps may identify:

1. Legal/R.O.W. issues regarding property boundaries.
2. Opportunities and constraints beyond the R.O.W.
3. Drainage use.
4. Building and vegetative shade.
5. Multi-modal patterns.
6. Vehicular patterns.
7. Dry/Wet Utility constraints.
8. Power needs i.e., festival, seasonal, & lighting.
9. ADA constraints and compliance issues.
10. Points of penetration.
11. Zones of no use.
12. Loading zones.
13. Landmarks and gateway opportunities.
14. Opportunities for education/story telling/parklets/seating and art.

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F. UTILITY COORDINATION - ONGOING

CollectiV LA LLC or its sub-consultant will perform above ground utility coordination for the project. In addition, collectiV LA LLC or its sub-consultants will perform subsurface ground utility coordination for the project as necessary in areas where pipes, structures, streets, footings and/or foundation will be crossing utilities or are shown to be within the horizontal separation limits as listed in the Tempe design criteria manual. Utility coordination will generally follow the guidance of the Public Improvement

Project Guide published by the Arizona Utility Coordinating Committee and the American Society of Civil Engineers (ASCE) Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.

CollectiV LA LLC or its sub-consultants will contact Blue Stake to obtain a list of the utilities having facilities in the project area and request record drawings from those utilities for inclusion in the base map and construction plans. CollectiV LA LLC or its sub-consultants will identify, investigate and confirm where possible facility alignment conflicts associated with the project design, and assist those utilities in conflict with mitigation for clearance. CollectiV LA LLC or its sub-consultants will submit one set of coordination plans to each utility at 30%, along with a clearance (no conflict) letter. CollectiV LA LLC or its sub-consultants will provide the City's project manager with a copy of all utility clearance letters. Final construction documents will not be approved until clearance letters have been received from each affected utility.

If necessary, collectiV LA LLC or its sub-consultants will identify potential utility crossings to be exposed through potholing following the (60%) Construction Documents. The City's project manager shall review and approve the list of utilities to be potholed prior to proceeding with potholing, refer to allowances, Exhibit D. If conducted, results of pothole investigations will be provided to the City, shown on the construction drawings, and provided to the Contractor as part of the contract documents.

G. DESIGN PHASE PROJECT MEETINGS

CollectiV LA LLC and/or portions its sub-consultant team will attend and participate in up to 31 project meetings as defined below. It is anticipated that there will generally be monthly meetings during the course of the project. However, during Tasks 5-7 supplemental meetings will likely be required to advance design direction and gain approvals. We are including 4 additional meetings. CollectiV LA LLC will prepare and distribute attendance sheet, meeting agenda, and meeting minutes. Meeting minutes will be prepared by collectiV LA LLC no later than six days after the meeting and sent to the City's Engineering Project Manager for review; after approval, collectiV LA LLC will distribute to all meeting participants. City will be responsible for inviting appropriate City staff and other stakeholders to project meetings. Anticipated meetings in the scope of work include the following:

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Task	Meeting Type	Number of Meetings
1	Project Kickoff.	1
2	Utility Coordination.	1
2	Review stakeholder analysis findings and questions with City staff.	1
3	Meeting with staff to develop citizen outreach program.	1
3	Interview groups or individual stakeholders meeting(s). One public with ASU as a critical stakeholder and one private	2
4	Citizen meeting as part of outreach.	1
4	Staff meeting to review citizen/stakeholder comments.	1
5	Staff review meetings at concept design.	1
5	D.T.A. /Transportation review	2
6	Public Meeting and prep.	1
1 - 11	Monthly staff coordination meetings.	19
	Total	31

TASK 3 - STAKEHOLDER INTERVIEWS

Participate in stakeholder interviews to gain an understanding of concerns, gain support, understand goals, and improve/shape project direction. The following tasks are anticipated:

1. Review City of Tempe list of stakeholders and refine as needed.
2. Develop/formulate a list of questions.
3. Help organize and facilitate two meetings with stakeholder individuals or groups.
 - One public with staff and ASU as a critical stakeholder
 - One with private stakeholders
4. Document stakeholder comments.

TASK 4 - CITIZEN OUTREACH

Based on data collected during the stakeholder interviews, prepare and facilitate citizen outreach program. Tasks include:

1. Assist staff in coordination of public meeting.
2. Prepare graphics (board or digital) for display in meeting.
3. In collaboration with City of Tempe staff, facilitate one public meeting.
4. Meet with staff to review citizen comments.
5. Provide summary of written comments and distribute.

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TASK 5 - CONCEPT DESIGN ALTERNATIVES (10% PLANS)

Following tasks 1 – 4, prepare a maximum of two design concepts that meet the objectives of the City, stakeholders, citizens, and are based on findings from data collection and site analysis tasks. A final approved concept will be provided at the close of this Task. The following will be studied and provided as required to convey design intent and gain concept approval:

1. Traffic analysis / conceptual bike and pedestrian relationships.
2. Civil engineering research/analysis/conceptual grading alternative/coordination.
3. Lighting alternatives including type, fixture kind and locations.
4. Signage character (if needed).
5. Landscape palette and character.
6. Initial hardscape/site furniture/materials list and character/style images.
7. Irrigation analysis and preference.
8. Gateway images/conceptual locations
9. Art location opportunities/new/existing.
10. Develop design concepts for staff review (2).
11. Prepare graphic exhibits that support the design concepts.
12. Based on staff input, prepare final concept package: graphic or digital as needed including plans, sections, elevations images, aerials, and sketches.
13. Prepare quantities tabulation for each concept.
14. DTA/Transportation commission/staff review of concept plan (2).
15. Based on reviews, prepare refined, final, approved concept. This concept will be used for Task 6.
16. Consultant coordination meetings.

TASK 6 – STAKEHOLDER, PUBLIC OUTREACH

As a result of the concept design alternatives; the preferred approved concept will be provided for public review. The following tasks are anticipated:

1. Present final graphic package for public outreach meeting
2. Assist staff with coordination and facilitation of public meeting utilizing the final concept package.
3. Attend one public meeting
4. Document stakeholder and citizen comments.
5. Consultant coordination meetings.

TASK 7 - 30% DESIGN SUBMITTAL

Based on the approved final preferred concept and in collaboration with sub consultants, begin 30% design plans. This process anticipates the following:

1. Initial plan sheet determination.
2. Preliminary demolition plan.
3. Conceptual grading plan.
4. Initial street, bike, pedestrian, and parking layout.
5. Preliminary hardscape materials selection, locations, and site design details.

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6. Preliminary tree planting and irrigation plan (mainline location, point of connection, and materials list).
7. Conceptual gateway design and sketches
8. Preliminary lighting and electrical engineering layout/coordination/fixture selection.
9. Plan assembly, coordination and consultant QA/QC.
10. Documentation of above and below grade utilities.
11. Preliminary estimate of probable cost.
12. Prepare special conditions outline.
13. 30% design submittal to staff.
14. Monthly meetings with staff.
15. Consultant coordination meetings.

TASK 8 – 60% CONSTRUCTION DOCUMENTS

Based on 30% comments and in coordination with the sub-consultants (including art); further refinement of construction documents. The following will be provided:

1. Demolition Plans – Initial limits of disturbance and elements to be removed or protected.
2. Site Development Plans – Design detailing and layout for hardscape, site furniture, ground plane items such as tree grates, and other site details. Where acceptable, City details will be utilized. CollectiV will coordinate with other team members and the City of Tempe staff to ensure the design intent is met where scopes overlap.
3. Planting Plans – Further refine planting plans for all landscape areas defined within the project limits. Plans shall indicate the placement, size, quantity, species, and other supplies required. Also included will be special notes and related details that specifically address project requirements where appropriate. Where acceptable, City of Tempe Public Works planting details will be used.
4. Irrigation Plans – Plans shall indicate location of piping, valves, controllers (if required), and notes required for a complete irrigation system. Where possible, City of Tempe Public Works Irrigation details will be used.
5. Special Conditions – Prepare 8 ½ x 11 special conditions utilizing the City's preferred format covering all areas associated with the construction of project. Also included will be an outline of method of measurement/basis of pay.
6. Estimate of Probable Cost/Value Engineering – Refine estimate of probable cost delivered in xls and P.D.F. format.
7. Plan Assembly and Coordination – Review and comments (QA/QC) of subconsultants' plans prior to City review.
8. Submittals – Submit plans to City of Tempe Engineering Project Manager for distribution, review, and comments. Submit to individual utility companies for no conflict resolution.

TASK 9 - 95% CONSTRUCTION DOCUMENTS

Based on 60% comments and in coordination with the sub-consultants (including art); further refinement of design documents. The following will be provided:

1. Demolition Plans – Ongoing definition of the limit of disturbance and elements to be removed or protected.

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2. Site Development Plans – Continued design detailing and layout for hardscape, site furniture, ground plane items such as tree grates, and other site details. Where acceptable, City details will be utilized. CollectiV will coordinate with other team members and the City of Tempe staff to ensure the design intent is met where scopes overlap.
3. Planting Plans – Further refine planting plans for all landscape areas defined within the project limits. Plans shall indicate the placement, size, quantity, and other supplies required. Also included will be special notes and related details that specifically address project requirements where appropriate. Where acceptable, City of Tempe Public Works planting details will be used.
4. Irrigation Plans – Plans shall indicate location of piping, valves, controllers (if required), and notes required for a complete irrigation system. Where possible, City of Tempe Public Works Irrigation details will be used.
5. Special Conditions – Prepare 8 ½ x 11 special conditions utilizing the City's preferred format covering all areas associated with the construction of project. Refinement of measurement/basis of pay.
6. Estimate of Probable Cost/Value Engineering – Refine an estimate of probable cost delivered in xls and P.D.F. format.
7. Plan Assembly and Coordination – Review and comments (QA/QC) of subconsultants' plans prior to City review.
8. Submittals – Submit plans to City of Tempe Engineering Project Manager for distribution, review, and comments. Submit to individual utility companies for no conflict resolution.

TASK 10 –100% FINAL PLAN SUBMITTAL

Based on 95% comments and in coordination with the sub-consultants (including art); finalize the design documents. The following will be provided:

1. Final Demolition Plans – Final definition of the limit of disturbance and elements to be removed or protected.
2. Final Site Development Plans – Design detailing and layout for hardscape, site furniture, ground plane items such as tree grates, and other site details. Where acceptable, City details will be utilized. CollectiV will coordinate with other team members and the City of Tempe staff to ensure the design intent is met where scopes overlap.
3. Final Planting Plans – Planting plans for all landscape areas defined within the project limits. Plans shall indicate the placement, size, quantity, and other supplies required. Also included will be special notes and related details that specifically address project requirements where appropriate. Where acceptable, City of Tempe Public Works planting details will be used.
4. Final Irrigation Plans – Plans shall indicate location of piping, valves, controllers (if required), and notes required for a complete irrigation system. Where possible, City of Tempe Public Works Irrigation details will be used.
5. Final Special Conditions – Prepare 8 ½ x 11 special conditions utilizing the City's preferred format covering all areas associated with the construction of project. Refinement of measurement/basis of pay.
6. Estimate of Probable Cost/Value Engineering – Final estimate of probable cost delivered in xls and P.D.F. format.
7. Final Plan Assembly and Coordination – Final review and comments (QA/QC) of sub consultants' plans prior to City review.

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8. Submittals – Submit Final mylar plans, specifications, and sealed estimate per City's preferred format.

DELIVERABLES

Data Collection, Site Constraint Analysis and Utility Coordination	<ul style="list-style-type: none"> • Site Base Plan • Site Analysis Document • Summary of Meeting Discussion items
Stakeholder Interviews	<ul style="list-style-type: none"> • List of Stakeholder questions • Summary of Stakeholder comments
Citizen outreach	<ul style="list-style-type: none"> • Graphic exhibits for public viewing • Summary of Citizen comments
Concept Design Alternatives (10%)	<ul style="list-style-type: none"> • Design Concept PPT or graphic boards • Concept design alternative Exhibits (2 max) • Preliminary quantities tabulation for each concept • Final approved concept package
Stakeholder and Public Outreach	<ul style="list-style-type: none"> • Summary and distribution of comments
30% Design Submittal	<ul style="list-style-type: none"> • 24 x 36 PDF plans • 8.5 x 11 PDF special conditions • 8.5 x 11 PDF preliminary estimate of probable cost • One (1) copy of "no conflict" letter submitted to each utility company at each progress submittal (Electronic, PDF) • One (1) copy of utility clearance letter from each utility
60% Construction Document Submittal	<ul style="list-style-type: none"> • 24 x 36 PDF plans • 8.5 x 11 PDF special conditions • 8.5 x 11 PDF estimate of probable cost • One (1) copy of 30% redline comments
95% Construction Document Submittal	<ul style="list-style-type: none"> • 24 x 36 PDF plans • 8.5 x 11 PDF special conditions • 8.5 x 11 PDF estimate of probable cost • One (1) copy of 60% redline comments
100% Final Plan Submittal	<ul style="list-style-type: none"> • One (1) copy of plans (Electronic AutoCAD file format) • One (1) full size (24"x36" mylar) sealed plan set (with oversize borders formatted per City's Engineering website, "Our Services: Standards & Details". • Special conditions; (one (1) electronic word file, one (1) electronic PDF, one (1) copy of Word file. • One (1) Final Construction Cost Estimate (electronic PDF); one (1) copy of Excel file.

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SUBCONSULTANT FEES – See attached scope of work and fee outlines.

REIMBURSABLES - City shall reimburse collectiV LA, LLC for direct costs and reimbursable expenses incurred as part of this project. Anticipated direct costs and reimbursable expenses include the following:

- Document Reproduction for all deliverables identified
- Subconsultant services
- Delivery services

HOURLY RATES:

Principal/Project Manager (Jim Smith)	\$150.00
Director of Design (Steven Vollmer)	\$150.00
CAD Technician	\$75.00
Administration	\$50.00

ASSUMPTIONS

1. City will provide available as-builts and CAD files within the project limits.
2. The City will provide a current Alta/boundary file.
3. Printing of construction documents for advertisement of the project will be by the City of Tempe.
4. Refer to individual sub consultant scopes for additional assumptions.
5. Final plans will be generated in AutoCAD and Land FX format in conformance with the Landscape Architect's standards.
6. Construction plans will be prepared using the City's standard plan sheet border, drawing format. Based on the standard City plan sheet border, progress plans will be plotted at 22"x34".

EXCLUSIONS

1. Architectural elements, utility placement, plant salvage, permits, infrastructure, wayfinding and signage design plans/construction documents.
2. Revisions to plans if federal funding is incorporated after N.T.P.
3. Front End General Condition and other special conditions.
4. Bid services.
5. Post P.S.E. and construction services.
6. As built drawings.
7. Refer to individual sub consultant scopes for additional exclusions.
8. Structural for College Avenue gateway elements, art support, banner related supports, and retaining walls.
9. Color illustrated perspectives.

CAH

EXHIBITS

apt



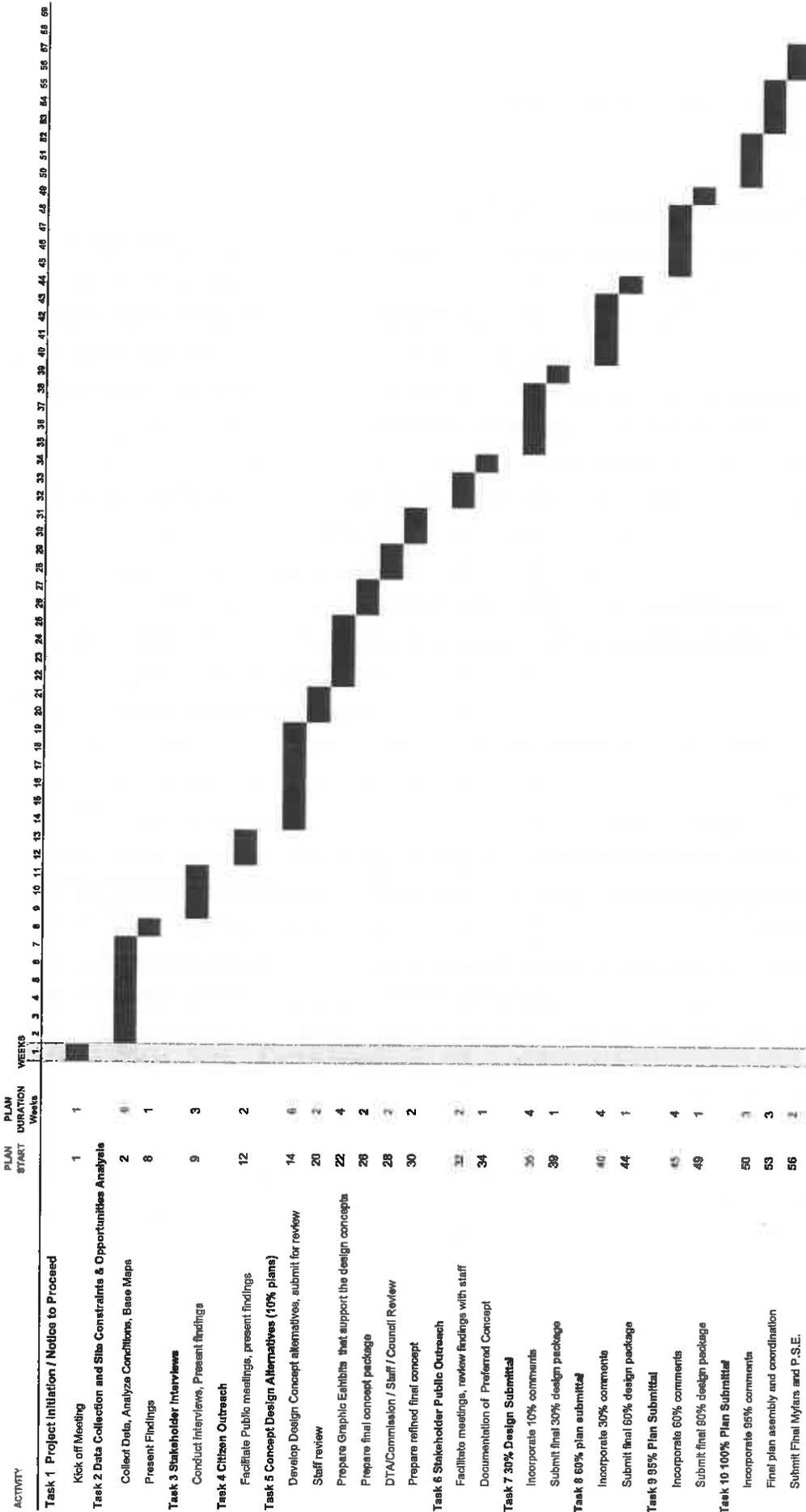
EXHIBIT A



Exhibit B

5th St Streetscape: Farmer to College

Period: Highlight | Plan



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EXHIBIT C

LANDSCAPE ARCHITECTURAL FEES



Fees 5th St Streetscape: Farmer to College					Staff Hours/Rate					
April 29, 2016										
					\$150	\$110	\$75	\$50		
		Number of Meetings Required	Number of Site Visits Required		Principal	Project Manager	Project Assistant	Admin	Hours per Sub-Task	Subtotal Fee by Task
Task 1.0 - Project Initiation										\$880
1.1	Scope definition, prepare fee and cope, submit to staff for review and comments, council approval of Contract									
1.2	Kick Off Meeting	1			3	3	0	2	8	
					3	3	0	2	8	
				Hours by position						
				Fee by position	\$450	\$330	\$0	\$100		
Project Management and Coordination										\$28,640
	Comprehensive Project Management				8	224	0	56	288	
					8	224	0	56	288	
				Hours by position						
				Fee by position	\$1,200	\$24,640	\$0	\$2,800		
Task 2.0 - Data Collection and Site Constraints & Opportunities Analysis										\$9,600
2.1	Data Collection- Digital				1	6	4	1	12	
2.2	Data Collection - Plans / guidelines / studies				1	6	4	1	12	
2.3	Data Collection - Site Inventory and measurement(s)		1		0	8	8	1	17	
2.4	Data collection - As-built Documentation				0	6	4	1	11	
2.5	Base map preparation-Constraints & Opportunites/Analysis				0	8	12	1	21	
2.6	Utility coordination	1			0	8	12	1	21	
2.7	Consultant coordinaton meetings	2			1	8	0	1	10	
					3	50	44	7	104	
				Hours by position						
				Fee by position	\$450	\$5,500	\$3,300	\$350		
Task 3.0 - Stakeholder Interviews										\$3,810
3.1	Review City list of Stakeholders, refine as needed	1			1	4	0	1	6	
3.2	Develop and formulate list of questions for stakeholders				1	8	0	1	10	
3.3	Facilitate and participate in meetings. One public meeting with staff/ASU and one private stakeholders meeting	2			2	8	0	1	11	
3.4	Documentation of Stakeholder comments				0	6	0	4	10	
					4	26	0	7	37	
				Hours by position						
				Fee by position	\$600	\$2,860	\$0	\$350		

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Fees 5th St Streetscape: Farmer to College					Staff Hours/Rate				Hours per Sub-Task	Subtotal Fee by Task
April 29, 2016					\$150	\$110	\$75	\$50		
			Number of Meetings Required	Number of Site Visits Required	Principal	Project Manager	Project Assistant	Admin		
Task 4.0 - Citizen Outreach										\$3,960
4.1	Assist Staff in coordination of public meeting				0	4	0	1	5	
4.2	Prepare graphic exhibits for Citizen meeting				1	6	4	1	12	
4.3	In collaboration with Staff facilitate citizen meeting	1			0	4	0	1	5	
4.4	Meeting with staff to review citizen comments	1			2	4	0	2	8	
4.5	Provide summary of written comments and distribute				0	8	0	2	10	
					3	26	4	7	40	
					Hours by position					
					Fee by position	\$450	\$2,880	\$300	\$350	
Task 5.0 - Design Alternatives 10% plans										\$22,790
5.1	Traffic concepts development and coordination				0	8	0	1	9	
5.2	Civil concepts development and coordination				0	8	0	1	9	
5.3	Lighting concepts development and coordination				0	8	2	1	11	
5.4	Signage character				0	6	0	1	7	
5.5	Concept Development of Landscape, hardscape, site furnishings, gateway conceptual locations / irrigation analysis and preference				4	24	12	2	42	
5.6	Art location opportunities/new/existing.				0	8	0	1	9	
5.7	Develop design concepts for staff review (2 max)				2	20	16	0	38	
5.8	Prepare graphic exhibits that support the design concepts.				0	12	12	0	24	
5.9	Based on staff input prepare final concept package: graphic or digital as needed including plans, sections, elevations images, aerials, and sketches				0	16	12	2	30	
5.10	Preliminary quantities tabulation				0	8	8	1	17	
5.11	DTA /Transportation Commission/staff review	2			0	6	0	0	6	
5.12	Based on reviews Prepare final approved concept package: graphic or digital as needed including plans, sections, images, aerials, and sketches. This will be used for Task 6 outreach				0	8	8	2	18	
5.13	Consultant coordinator meetings	4			0	12	0	4	16	
					Hours by position	6	144	70	16	236
					Fee by position	\$900	\$15,840	\$5,250	\$800	

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Fees 5th St Streetscape: Farmer to College					Staff Hours/Rate					
April 29, 2016										
					\$150	\$110	\$75	\$50		
		Number of Meetings Required	Number of Site Visits Required		Principal	Project Manager	Project Assistant	Admin	Hours per Sub-Task	Subtotal Fee by Task
Task 6.0 - Stakeholder and Public Outreach, Commission/Council Presentation										\$4,400
6.1	Assist staff with coordination and facilitation of public meetings (attend one public meeting maximum).	1			0	4	0	2	6	
6.2	Prepare graphics for meetings				1	10	8	2	21	
6.3	Document stakeholder and citizen comments				0	8	0	1	9	
6.4	Summarize and distribute comments				0	5	0	1	6	
6.5	Consultant coordinaton meetings	1			0	3	0	1	4	
					1	30	8	7	46	
					Hours by position					
					Fee by position					
					\$150	\$3,300	\$600	\$350		
Task 7.0 - 30% Design Submittal										\$24,670
7.1	Initial plan sheet determination				0	2	6	0	8	
7.2	Preliminary Demolition plan				2	8	16	0	26	
7.3	Conceptual grading plan review/coordination				2	6	6	0	14	
7.4	Initial street, bike, pedestrian and parking layout				4	8	4	0	16	
7.5	Preliminary hardscape materials selection, location and site design details				8	12	12	0	32	
7.6	Preliminary tree planting plan and irrigation plan (mainline and materials)				2	8	12	0	22	
7.7	Conceptual Farmer gateway design, and sketches				2	8	0	1	11	
7.8	Preliminary lighting and electrical engineering coordination, layout and refined fixture selections				2	8	0	1	11	
7.9	Plan assembly and coordination and sub consultant QA/QC				0	12	10	2	24	
7.10	Documentiaon of utilities				0	6	0	1	7	
7.11	Prepare preliminary estimate of probable cost				2	8	8	4	22	
7.12	prepare special conditions outline				1	6	0	2	9	
7.13	Submit 30% to sfaaf				0	4	0	1	5	
7.14	Monthly meetings with staff	3			9	9	0	4	22	
7.15	Meetings with consultants	4			1	12	0	4	17	
					35	117	74	20	246	
					Hours by position					
					Fee by position					
					\$5,250	\$12,870	\$5,550	\$1,000		

CAH



Fees 5th St Streetscape: Farmer to College

April 29, 2016

				Staff Hours/Rate									
				\$150	\$110	\$75	\$50						
				Principal	Project Manager	Project Assistant	Admin	Hours per Sub-Task	Subtotal Fee by Task				
Task 8.0 - 60% Construction Documents									\$20,350				
8.1	Incorporate City comments form 30%			2	4	8	2	16					
8.2	Refine demolition plan			2	4	12	0	18					
8.3	Site development plans and site details			2	8	20	1	31					
8.4	Traffic/grading/lighting/art coordination			2	6	4	0	12					
8.5	Planting plans			2	8	10	0	20					
8.6	Irrigation plans			2	8	10	0	20					
8.7	Special conditions specifications			2	12	0	8	22					
8.8	Refine estimate of probable cost/value engineering			2	8	8	6	24					
8.9	Sub consultant plan QA/QC			2	10	0	0	12					
8.10	Plan assembly and coordination			0	2	8	0	10					
8.11	City submittal			0	0	8	1	9					
8.12	Monthly meetings with Staff	1		3	3	0	2	8					
8.13	Meetings with consultants	4		1	12	0	2	15					
				22	85	88	22	217					
				Hours by position									
				Fee by position					\$3,300	\$9,350	\$6,600	\$1,100	
Task 9.0 - 95% Construction Documents									\$18,680				
9.1	Incorporate city comments form 60%			2	4	10	2	18					
9.2	Refine demolition plan			0	4	12	0	16					
9.3	Site development plans and site details			2	12	16	0	30					
9.4	Traffic/grading/lighting/art coordination			2	6	4	0	12					
9.5	Planting plans			2	4	12	0	18					
9.6	Irrigation plans			2	4	12	0	18					
9.7	Special conditions specifications			2	10	0	10	22					
9.8	Refine estimate of probable cost/value engineering			2	8	4	6	20					
9.9	Sub consultant plan QA/QC			2	8	0	0	10					
9.10	Plan assembly and coordination			0	2	8	0	10					
9.11	City submittal			0	0	8	0	8					
9.12	Monthly meetings with Staff	1		0	4	0	2	6					
9.13	Meetings with consultants	4		1	12	0	2	15					
				17	78	86	22	203					
				Hours by position									
				Fee by position					\$2,550	\$8,580	\$6,450	\$1,100	

CPH



Fees 5th St Streetscape: Farmer to College			
April 29, 2016			
		Number of Meetings Required	Number of Site Visits Required
Task 10.0 - Final Plan Submittal			
10.1	Incorporate city comments form 95%		
10.2	Final demolition plan		
10.3	Final site development plans and site details		
10.4	Final traffic/grading/lighting/art coordination		
10.5	Final planting plans		
10.6	Final irrigation plans		
10.7	Final special conditons specifications		
10.8	Finalize estimate of probable cost/value engineering		
10.9	Final sub consultant plan QA/QC		
10.10	Final plan assembly and coordination		
10.12	Submit final mylars, specifications and estimate per City's preferred format		
10.13	Monthly meetings with Staff	1	
10.14	Meetings with consultants	1	

					Staff Hours/Rate					
					\$150	\$110	\$75	\$50		
					Principal	Project Manager	Project Assistant	Admin	Hours per Sub-Task	Subtotal Fee by Task
										\$10,590
					0	2	8	1	11	
					0	2	4	0	6	
					1	4	8	0	13	
					0	2	2	0	4	
					1	2	8	0	11	
					0	2	8	0	10	
					0	8	0	15	23	
					1	6	0	4	11	
					1	8	0	0	9	
					0	1	6	1	8	
					0	0	8	2	10	
					0	4	0	1	5	
					0	3	0	1	4	
Hours by position					4	44	52	25	125	
Fee by position					\$600	\$4,840	\$3,900	\$1,250		

Landscape Architectural Design	\$148,370
Sub Consultants Fees (Exhibit E)	
Dale Gardon Design	\$65,500
Civtech	\$75,092
Wood Patel	\$73,900
Speedie	\$4,475
Dry Utility Services	\$7,182
Sub Consultant Fee Total	\$226,149
Total Professional Fees	\$374,519
Estimated reimbursables (3%) of collectiV Fees	\$4,451

Allowances (Exhibit D)	
KC Locate	\$9,980
Simply Structural	\$11,000
Sub Total Allowances	\$20,980

Optional (Exhibit D)	
No optional Services	\$0
Total Fees, Reimbursables, Allowances and Optional	\$399,950

CAX

EXHIBIT D ALLOWANCES

The following allowances are provided for an additional cost that may be requested by the City as part of this project. Allowances will only be used with prior written authorization from the City's Project Manager.

- An allowance for Structural engineering is provided. Simply Structural will provide structural engineering services. Structural Engineering is for the College gateway, site visits: potential benches and meetings.
- An allowance for potholing existing utility conflicts is provided. KC Locates will provide utility potholing services. Potholing allowance is inclusive of survey, excavation, backfilling, surface restoration permitting and traffic control. Dry holes will be charged at the same rate. 10 potholes are included at the rate listed in the attached potholing sub-consultant scope. Refer to scope for any specific assumptions and exclusions.

OPTIONAL SERVICES

No optional services are included.

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EXHIBIT E

PROJECT TEAM AND SUBCONSULTANT SCOPES

Dale Gardon Design (Urban Designer)

CivTech (Traffic/Electrical Engineering)

Wood/Patel (Civil Engineering)

Simply Structural (Structural Engineering)

Speedie (Geotechnical)

KC Locating (Potholing)

Dry Utility Service (Dry Utility Coordinator)

CPT

DALE GARDON DESIGN

Architecture . Planning . Placemaking

20885 North 90th Place Suite 100 Scottsdale, Arizona 85255 P: 480.948.9666 F: 480.948.7650 E: dgd@dalegardondesign.com

Letter Form of Agreement

DATE: April 29, 2016
PROPOSAL #: 1601
WHOM: **Jim Smith, Principal**
CollectiV Landscape Architects
DESCRIPTION: City of Tempe 5th Street Streetscape: Farmer Avenue to College Avenue
DURATION: 12-13 months from Notice to Proceed
WHERE: Tempe, Az

ASSUMPTIONS OF THE SCOPE OF SERVICES:

1. This fee proposal is for Dale Gardon Design (DGD) participation in the preparation of design documents to be used by the Client for the purposes of planning and design of 5th Street Streetscape Improvements, an approximate 1/2 mile streetscape enhancement in Tempe, Az.
2. This fee proposal is intended to provide an amount of estimated labor cost for DGD efforts only to provide design services, including DGD participation with designated members of Client consulting team. Time and materials cost for other consultant participation is not included in this estimate.
3. Architectural design of specific buildings, or preparation of construction documents, are not included in this estimated fee.

ANTICIPATED SCOPE OF SERVICES:

The Scope of Services identified below are in conjunction with work performed by CollectiV and other consultants contracted to perform work on this project. For the purposes of this agreement, DGD is considered a design services extension of the CollectiV team. In some cases, DGD will be the primary lead consultant on conceptual urban design and placemaking activities, conceptual design presentations, and with leading the public outreach process.

Task 1.0 – Project Initiation

Item 1.1 – Kick off Meeting with City Staff
(Total number of meetings in Task 1.0: 1 meeting)

Sub-total Fee for Task 1.0: \$800

Task 2.0 – Data Collection and Site Constraint Analysis

Item 2.1 – Research existing Master Plans, evaluate the physical site conditions on site

Item 2.2 – Annotate opportunities to improvements outside of ROW

Item 2.3 – Meetings with Staff and Consultants (2 meetings)

(Total number of meetings in Task 2.0: 2 meetings)

Sub-total Fee for Task 2.0: \$5,800

Task 3.0 – Stakeholder Interviews

Item 3.1 – Formulate Stakeholder graphic presentation and interview questions

Item 3.2 – Facilitate meetings with Stakeholder/ ASU representatives group (2 meetings)

Item 3.3 – Document Stakeholder outcomes

Item 3.4 – Meetings with Staff and Consultants (1 meeting)

(Total number of meetings in Task 3.0: 3 meetings)

Sub-total Fee for Task 3.0: \$3,500

Task 4.0 – Initial Citizen Outreach

Item 4.1 – Prepare graphic presentation for Citizen Meeting(s)

Item 4.2 – Facilitate meetings with Citizen group (1 meeting)

Item 4.3 – Document Citizen meeting outcomes

Item 4.4 – Meetings with Staff and Consultants (1 meeting)

(Total number of meetings in Task 4.0: 2 meetings)

Sub-total Fee for Task 4.0: \$2,500

Task 5.0 – Concept Design Alternatives

Item 5.1 – Confirm design program with Staff

Item 5.2 – Develop Overall Design Concepts alternatives for internal team review and refine for Staff review

Item 5.3 – Produce graphic exhibits to support design concepts

Item 5.4 – Participate in detailed design concepts for Lighting and Signage

Item 5.5 – Coordinate design concepts with Civil Engineer

Item 5.6 – Develop Preliminary Material palettes

Item 5.7 – Finalize Preferred Concept Plan Package

Item 5.8 – Present Concept Plan to City Staff and select Boards/Commissions (2 meetings)

6

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Item 5.9 – Prepare Final Concept Plan document

Item 5.10 – Meetings with Staff and Consultants (6-8 total)

Optional Item 5.11 (not included in fee) – Prepare two (2) color renderings depicting the final design concept

(Total number of meetings in Task 5.0: 8-10 meeting)

Sub-total Fee for Task 5.0: \$36,000

Task 6.0 – Stakeholder and Citizen Outreach

Item 6.1 – Prepare graphic presentation for Public Outreach meetings

Item 6.2 – Facilitate meetings with Stakeholder and Citizen group (1 meeting)

Item 6.3 – Document Stakeholder outcomes

Item 6.4 – Meetings with Staff and Consultants (1 meeting)

(Total number of meetings in Task 6.0: 2 meetings)

Sub-total Fee for Task 6.0: \$3,800

Task 7.0 – 30% Design Submittal

Item 7.1 – Review detailed hardscape sketches and plans

Item 7.2 – Prepare preliminary site details for hardscape and vertical elements

Item 7.3 – Selection of hardscape material palette

Item 7.4 – Review 30% design submittal

Item 7.5 – Meetings with Staff and Consultants (3 meetings)

(Total number of meetings in Task 7.0: 3 meetings)

Sub-total Fee for Task 8.0: \$11,500

Task 8.0 – 60% Design Submittal

Item 8.1 – Review revised design layout as needed based on Comments form 30% submittal

Item 8.2 – Review selection of hardscape and structure materials

Item 8.3 – Review 60% design submittal

Item 8.4 – Meetings with Staff and Consultants (1 meeting)

(Total number of meetings in Task 8.0: 1 meeting)

Sub-total Fee for Task 9.0: \$500

Task 9.0 – 95% Design Submittal

Item 9.1 – Review 95% design submittal

Sub-total Fee for Task 10.0: \$600

Task 10.0 – 100% Final Plan Submittal

Item 10.1 – Review 100% design submittal

Sub-total Fee for Task 11.0: \$500

Total Fee: \$65,500**EXCLUSIONS TO ANTICIPATED SCOPE:**

1. Reimbursable Expenses are included as part of the proposed design fee but considered highly variable due to the unknown quantity of printing, deliverable packages, and meetings. Our approach will be to provide only what is needed for prints and other project-related expenses
2. All meetings, including meetings and presentations with Client, are planned to occur in Tempe. All anticipated meetings and travel time is included in this estimate. Expenses related to proposed travel is considered a Reimbursable Expense. If additional travel to locations outside of Metro Phoenix beyond that which is related to what is outlined in this estimated, then travel time and expense will be billed as an *Additional Service and Reimbursable Expense*
3. The City of Tempe may enforce other unknown requirements as a matter of the approval process. These requirements would be considered additional services depending on the level of effort required to fulfill the expectations for approval.

SCHEDULE: Anticipate 12 to 13-month schedule for planning, design, and approvals of final construction documents. Extending the schedule by adding design options to explore/consider, Client or City non-decision making, or city approval delays will increase the amount of fee estimated for this scope of work.

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THE FEE / ESTIMATED COSTS

DGD proposes to perform the Scope of Services for Task 1.0 to 10.0, as indicated herein, as a Fixed Fee plus Reimbursable Expenses or Additional Services. The Fee, Reimbursable Expenses and any Additional Services will be billed on a monthly basis in accordance with the Services performed to date.

Summary of Fees include: As noted above

The Fee, Reimbursable Expenses and any Additional Services will be billed on a monthly basis in accordance with the Services performed to date.

1. Reimbursable Expenses including, but not limited to, all travel related expenses, long distance phone calls, printing, plotting, postage, shipping, deliveries, etc. will be billed in addition to the Fee.
2. Fee estimates for any Additional Services that may be described in the future, will be confirmed once the Scope of Services is able to be more clearly defined.
3. The amount of Fee, all Reimbursable Expenses, and all Additional Services will be billed on a monthly basis in accordance with the Services performed to date. All services will be billed on an hourly basis at DGD Standard Hourly Rates, or standard hourly rates of our consultants, in effect at the time the services are performed.

If this Letter Form of Agreement meets with your approval, then please sign and return one copy to our office. To complete the contractual agreements, we will provide a final signed copy of this Letter Form of Agreement.

Best Regards,



David A. Davis, Principal, LEED AP

LETTER FORM OF AGREEMENT AUTHORIZED BY:

SIGNATURE/TITLE

DATE



SCOPE OF WORK

CITY OF TEMPE

**STREETSCAPE – 5TH STREET
FROM FARMER TO COLLEGE AVENUES
City of Tempe Project No. : 5407931**

April 28, 2016

BACKGROUND

The City of Tempe intends to create an iconic downtown multi-modal corridor for the 5th Street corridor between Farmer Avenue and College Avenue. This will be accomplished with increased pedestrian and bicycle improvements, ADA access, reduction in posted speed limit, implementation of back-in parking spaces, narrower through lanes, raised land islands, enhanced crosswalks, art features, etc.

A summary of the services to be provided by CivTech Inc. (CivTech) is provided below:

- ◆ Operational analysis of all modes along corridor for existing condition and various options.
- ◆ Develop access management considerations with the inclusion of median.
- ◆ Assist with roadway typical section options along the corridor.
- ◆ Develop/support ideas to enhance alternate mode viability including back in angled parking.
- ◆ Development of signing/marketing plans.
- ◆ Development of street/sidewalk lighting plans.
- ◆ Development of auxiliary power plans.

CivTech's scope and fee are based on the following assumptions. These assumptions were developed from our experience on similar projects, and an aerial site review of the project.

Scope of Work:

TASK 1 – PROJECT INITIATION

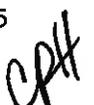
Not applicable

TASK 2 – DATA COLLECTION	(\$13,400)
TASK 5 – CONCEPT DESIGN ALTERNATIVES (10% PLANS)	(\$11,554)

TRAFFIC ANALYSIS

Field Observation

CivTech will perform a 12-hour field observation along the corridor to note the times of day when the heaviest pedestrian flows are noticed and when the highest incident of conflict tends to occur. Observations at each intersection along the corridor will be noted in one hour increments for items such as pedestrian activity, pedestrian compliance with signalization, vehicle queuing and vehicle delay.



Data Collection

CivTech will collect AM, PM and Midday peak hour turning movement, counts which will include bicycle and pedestrian movements. CivTech will also conduct 24-hour bidirectional approach counts along the 5th Street segment to assist with the determination of the appropriate typical section. Both the turning movement and segment counts will include vehicle classification. Counts will be conducted at the following locations:

Intersections & Driveways

5th Street & Farmer Avenue
5th Street & Ash Avenue
5th Street & Maple
5th Street & Mill
5th Street & Forest (including Transit Center)
5th Street & College

Segments

Farmer Avenue to Ash Avenue
Ash Avenue to Mill Avenue
Mill Avenue to College Avenue

CivTech will also collect all accident data along the 5th Streets segments and intersections for the most recent three year period that data is available. This will be collected from the ADOT database.

CivTech will request current traffic signal timing plans at all signalized intersections along the corridor from the City of Tempe.

Crash/Safety Analysis

Using the accident data collected above, CivTech will look for accident patterns that may exist along the corridor. If any accident patterns are found, they will be evaluated to determine if the type of accident or severity of the accident could be lessened through mitigation. This information will be used to help guide changes to the streetscape that could increase safety and reduce future crashes. CivTech will prepare a crash diagram showing the crash locations and type. CivTech will apply Crash Modification Factors (CMF) where mitigation opportunities exists to quantify the increase in safety that could be applied. Opportunities to mitigate will be discussed with the City of Tempe. After meeting with the City, a draft crash/safety analysis will be prepared and submitted to the City for review and comment. Any comments from the City will be addressed and a final crash/safety analysis will be submitted. It is anticipated that two hard copies of the draft and two hard copies of the final analysis will be submitted to the City along with electronic copy by email.

Access Management Options

Using information obtained from the data collection effort, existing intersections and driveways will be evaluated using Synchro and methodologies presented in the Highway Capacity Manual 2010 for operational delay and queuing. Queuing, lane blockage and information from the crash analysis will be used to develop options that could restrict vehicle access along the corridor. A roll plot will be prepared showing traffic counts and queueing at each intersection and driveway. This plot will be used as a canvas for ideas to help areas with existing issues.

Roadway Operations – Typical Section Options

Based on feedback from the City and options presented by the team, CivTech will help develop and evaluate typical sections for the corridor. Up to five options will be presented which could

include reduced lane widths, options for turn lanes, options for on-street parking, pedestrian prioritization opportunities, etc. Options will be presented schematically. It is possible that each segment could benefit from a different alternative. A quantitative and qualitative list of selection criteria will be provided for consideration in the determination of typical section options for each segment.

Analysis of Future Conditions

Once a preferred alternative including access changes and typical section variations is selected for the corridor, an operation analysis of the corridor will be prepared. The analysis will be prepared for the 20-year future condition which will consider intersection and segment level of service, pedestrian level of service and changes in transit ridership. a draft operational analysis report will be prepared and submitted to the City for review and comment. Any comments from the City will be addressed and a final operation analysis report will be submitted. It is anticipated that two hard copies of the draft and two hard copies of the final analysis will be submitted to the City along with electronic copy by email.

Alternative applications of MUTCD

If desired by the City of Tempe, CivTech will research alternative applications of bike lanes, green lanes, cross walks, and other alternate mode treatments. The MUTCD provides specific guidance for these treatments; however, several alternatives have been implemented in other location. CivTech will research these alternative treatments and evaluate safety/operational concerns. Alternative options will be presented to the City to help create a unique alternate mode opportunity to enhance the 5th Street Streetscape.

Meetings

CivTech will attend the following meetings:

- Project Kick-off Meeting with City and Project Team
- Mill Avenue Arts Festival Organizers
- On-site field review with Project Team
- Analysis Findings Meeting with City and Project Team
- Two (2) Monthly Concept Design Meetings with City (one via telephone)
- Two (2) Concept Design Project Team Meetings (one via telephone)
- Staff Design Concept Review Meeting
- DTA Design Concept Review Meeting
- Final Concept Presentation/Review Meeting

TASK 3 – STAKEHOLDER INTERVIEWS

Not applicable

TASK 4 – CITIZEN OUTREACH

Not applicable

**TASK 6 – STAKEHOLDER, PUBLIC OUTREACH,
COMMISSION/COUCIL PRESENTATION**

(\$1,920)

Meetings

CivTech will attend the following meetings:

- Staff Design Concept Review Meeting
- DTA Design Concept Review Meeting



- Final Concept Presentation/Review Meeting

TASK 7 – 30% DESIGN SUBMITTAL	(\$5,350)
TASK 8 – 60% CONSTRUCTION DOCUMENTS	(\$17,367)
TASK 9 – 95% CONSTRUCTION DOCUMENTS	(\$17,367)
TASK 10 – 100% FINAL PLAN SUBMITTAL	(\$8,134)

DESIGN ELEMENTS

Signing/Marking

CivTech will prepare single view signing/marketing plan sheets at a scale of 1-inch equals 20 feet for 5th Street between Farmer Avenue and College Avenue (3 plan sheets). The plan sheets will show the signing/marketing for the proposed roadway improvements (including on-street parking) with callouts for the striping type, size and color, with station callouts for begin/end of the various striping types. Signing will be identified by sign code, size and station location. A general notes sheet will prepared for the signing/marketing. Sign summary sheets (2) will be prepared that provide additional information regarding the sign installations – post type, sign material type, etc.

Roadway Lighting

CivTech will collect as-builts of the roadway lighting from the City of Tempe and perform a field review to document the existing lighting, including power source locations for the roadway lighting.

CivTech will prepare concept plans of 5th Street between Farmer Avenue and College Avenue of the roadway/sidewalk lighting utilizing existing City of Tempe fixtures. CivTech will perform a point by point photometric lighting analysis of 5th Street between Farmer Avenue and College Avenue. An initial technical memorandum summarizing the analysis will be prepared and submitted with the Design Concept Report/30% submittal for review. A final memorandum will be submitted with the final plans.

CivTech will prepare single view roadway/sidewalk lighting plan sheets at a scale of 1-inch equals 20 feet for 5th Street between Farmer Avenue and College Avenue (3 plan sheets). The plan sheets will show the conduit runs and pull boxes for the roadway/sidewalk lighting. A general notes sheet will prepared for the roadway/sidewalk lighting. Details (2 plan sheets) will be provided for the roadway and sidewalk lighting. The roadway lighting will be designed to City of Tempe standards. The plans will be based on the lighting concept approved during the development phase.

CivTech will coordinate with APS to provide the electrical power to the modified street lights. This will include sharing the lighting base files with the APS designer. CivTech will obtain the latest details from APS for installation of the light poles, conduits and pull boxes and include on a detail sheet in the plan set.

Auxiliary Lighting

CivTech will prepare single view auxiliary lighting plan sheets at a scale of 1-inch equals 20 feet for 5th Street between Farmer Avenue and College Avenue (3 plan sheets). The plan sheets will show the conduit runs and pull boxes for the auxiliary lighting. A general notes sheet will prepared for the auxiliary lighting. Details (2 plan sheets) will be provided for uplighting fixtures, power outlets, etc. The auxiliary lighting plans will be designed to City of Tempe standards. The plans will be based on the lighting concept approved during the development phase and any comments on the 60% submittal.

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The required electrical wiring will be determined for the auxiliary lighting, including voltage drop calculations.

CivTech will prepare the following opinion of probable cost:

- Signing Marking - 30%, 60%, 95%, and Final submittals.
- Roadway/sidewalk/auxiliary lighting – 30%, 60%, 95%, and Final submittals.

CivTech will prepare the following special provisions:

- Signing Marking - 30%, 60%, 95%, and Final submittals.
- Roadway/sidewalk/auxiliary lighting - 30%, 60%, 95%, and Final submittals.

Meetings

CivTech will attend the following meetings:

- Two (2) Monthly 30% Design Meetings with City (one via telephone)
- Two (2) 30% Design Project Team Meetings (one via telephone)
- Two (2) Monthly 60%/95% Design Meetings with City (one via telephone)
- Two (2) 60%/95% Design Project Team Meetings (one via telephone)
- One (1) 100% Design Meeting with City
- Two (2) 100% Design Project Team Meetings (one via telephone)

TOTAL FEE - \$75,092

Exclusions:

Traffic signal modification plans.

Voltage drop calculations for the roadway/sidewalk lighting plans (installed per APS plans).

Coordination with APS to develop a standard monthly rate for a possible LED fixture.

Darrel E. Wood, P.E., R.L.S. Revised April 28, 2016
Ashok C. Patel, P.E., R.L.S., CFM Revised April 20, 2016
Michael T. Young, P.E., LEED AP Revised March 4, 2016
James S. Campbell, P.E., LEED GA March 2, 2016
Thomas R. Gettings, R.L.S.
Darin L. Moore, P.E., LEED GA
Jeffrey R. Minch, P.E., CFM
Robert D. Gofonia, P.E., R.L.S.
John M. Bulka, P.E. Mr. Jim Smith, RLA, LEED AP BD+C
Daniel J. Cronin, PMP, LEED AP, CDT Principal
James G. Taillon, CFM collectiV
Daniel W. Mathews, P.E. 1426 North 2nd Street
Christopher A. Salas, P.E. Suite 200
Joseph C. Daconta, P.E., CFM Phoenix, AZ 85004
Sitane D. McClara, P.E.
Ethan A. Boyle, P.E.
Cesar Castillo, P.E. (602) 358-7711
Ronald F. Martinez, P.E. jims@collectivla.com
Gabriel S. Rico, R.L.S.
Frank M. Koo, P.E.
John G. Ritchie, P.E.
Christian D. Aguirre, P.E.
Nicholas E. Brown, P.E. Re: 5th Street Streetscape: Farmer to College
James B. Wagner, LEED AP Tempe, Arizona
Clayton Howard, R.L.S. Professional Civil Engineering Services
Derek C. Nichols, P.E. W/P #164454
Duc Dao, P.E.

Dear Mr. Smith:

Thank you for inviting Wood, Patel & Associates, Inc. (Wood/Patel) to submit this Professional Civil Engineering Services Agreement to collectiV (Client) for the Tempe 5th Street Streetscape: Farmer to College project. Wood/Patel has a long history of successfully completing projects in Tempe. This has allowed us to develop solid working relationships with their staff that will bring value to your team.

The proposed project will consist of streetscape improvements for 5th Street between Farmer Avenue and College Avenue in downtown Tempe. Our services are based on the Request for Proposal (RFP) provided by the City of Tempe on November 6, 2015, and the Scope Task Matrix provided by collectiV on February 25, 2016.

Below is our scope of services and fee summary for professional civil engineering services based on our understanding of the project and without specific scoping meetings with the City of Tempe. These items follow the Scope Task Spreadsheet provided by collectiV.

FEEES

TASK 1 – PROJECT INITIATION..... \$0
Wood/Patel services are not required for this Task.

TASK 2 – DATA COLLECTION..... \$19,100

1. Obtain Relevant Utility Maps, As-built Drawings
2. Review and Analyze Topographic Information, Utility Maps, As-built Plans
3. Prepare Base Plan Containing Minimum Site Data Required for Design
4. Meetings and Site Visits (Assume 2)
5. Site Walk and Prepare Memo of Observation
6. Conduct Topographic Field Survey

TASK 3 – STAKEHOLDER INTERVIEWS..... \$0
Wood/Patel services are not required for this Task.

TASK 4 – CITIZEN OUTREACH..... \$0
Wood/Patel services are not required for this Task.

TASK 5 – CONCEPT DESIGN ALTERNATIVES (10% PLANS)..... \$9,250

1. Consult With Design Team to Review Initial Design Options
2. Compile Quantities
3. Concept Public Roadway Plans for Design Alternatives
4. Respond to Staff and DTA Review Comments
5. Final Concept Design Packages (2 Alternatives)
6. Meetings and Conference Calls (Assume 1)

TASK 6 – STAKEHOLDER, PUBLIC OUTREACH, COMMISSION/COUNCIL PRESENTATION..... \$0
Wood/Patel services are not required for this Task.

TASK 7 – 30% DESIGN SUBMITTAL..... \$11,700

1. 30% Public Roadway Paving Plan
2. 30% Roadway Demolition Plan
3. Preliminary Estimate of Probable Cost for Civil Items
4. Meetings and Conference Calls (Assume 2)
5. Draft Project Specifications

TASK 8 – 60% CONSTRUCTION DOCUMENTS..... \$13,550

1. Revise Plans per 30% Submittal Comments
2. 60% Public Roadway Paving Plan
3. 60% Roadway Demolition Plan
4. Preliminary Estimate of Probable Cost for Civil Items
5. Review VE items with Design Team
6. Meetings and Conference Calls (Assume 2)

TASK 9 – 95% CONSTRUCTION DOCUMENTS..... \$8,600

1. Revise Plans per 60% Submittal Comments
2. 95% Public Roadway Paving Plan
3. 95% Roadway Demolition Plan

CPH

Mr. Jim Smith, RLA, LEED AP BD+C
collectiV
5th Street Streetscape: Farmer to College
Professional Civil Engineering Services
W/P #164464

Revised April 28, 2016
Revised April 20, 2016
Revised March 4, 2016
March 2, 2016
Page 3 of 8

- 4. Preliminary Estimate of Probable Cost for Civil Items
- 5. Meetings and Conference Calls (Assume 2)

TASK 10 – FINAL PLAN SUBMITTAL.....\$11,700

- 1. Revise Plans Per 90% Plan Comments
- 2. 100% Public Roadway Paving Plan
- 3. 100% Roadway Demolition Plan
- 4. Meetings and Conference Calls (Assume 1)
- 5. Civil Specifications
- 6. Finalize Quantities/Estimate of Probable Cost for Civil Items

TOTAL.....\$73,900

OPTIONAL TASK

Signing and Striping Plan.....\$8,000

RETAINER

A ^{DM} \$0 retainer is required to begin the professional services outlined above. This retainer will be applied to the final project invoice per industry standard.

CPH

SCOPE ASSUMPTIONS

- Major design/reconstruction of the existing public streets is not anticipated or included in this scope.
- Water, storm drain and/or sewer utility extensions or redesign is not included.
- Regional and/or comprehensive Master Studies can be completed under separate contract, if required.
- Civil documents will reference a Geotechnical Report, prepared by others, for pavement and soil information. Proposed pavement and/or hardscape sections shall be provided by the Geotechnical Engineer. Civil documents will reference structural plans for retaining wall design information.
- Proposed pedestrian routes will be designed for ADA compliance.
- Analysis of existing conditions for ADA compliance is not included.
- Signing and Striping Plan can be completed as an optional service.
- An as-built survey can be completed under separate contract, if required.
- Design and/or coordination with Southern Pacific Railroad is not included.
- Boundary and/or ALTA Survey services are not included.
- Traffic Control Plan shall be completed by the contractor and is therefore not included.
- Stormwater Pollution Prevention Plan and Notice of Intent shall be completed by the contractor.
- Post Design, construction management, inspection or certification services can be completed under separate contract.

CPH

TERMS OF AGREEMENT

1. Wood, Patel & Associates, Inc., herein called the Consultant, makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are good faith estimates and professional opinions only. Since Consultant has no control over market conditions, bidding procedures, or the efficiency of any contractor's means and methods of construction, the Consultant cannot warrant that bids, final quantities, or ultimate construction costs will not vary from these good faith estimates.
2. Consultant makes no representations concerning soil or environmental conditions and is not responsible for any liability that may arise out of the making or failure to make soil or environmental surveys, or sub-surface tests, or general testing.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, which changes affect the Consultant's work, any and all liability arising out of such changes is waived as against the Consultant and the Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.
4. The Consultant is not responsible, and liability is waived by the Client as against Consultant, for use by Client or any other person of any plans or drawings not signed by Consultant as final and ready for bidding or construction. Plans, reports, drawings, or specifications marked "Preliminary" or "Not For Construction", or otherwise marked to indicate they are not final, may not be used for estimating, bidding, or construction without Consultant's advance written authorization.
5. Client and Consultant have agreed, to the fullest extent permitted by law, to allocate the risks of this Project such that the aggregate liability of Consultant, its sub-consultants and the insurers of Consultant or its sub-consultants, to Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses arising from any cause or causes (including without limitation attorneys' fees and costs and expert-witness fees and costs) shall not exceed the greater of \$75,000 or the total fee paid Consultant for its services on this Project. Consultant and Client intend that this risk allocation shall apply to any and all liability or cause of action against Consultant, however alleged or arising, unless otherwise prohibited by law. Should Client not pay consultant in full for all services rendered in accordance with the contract, Client releases Consultant of all liability.
6. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise noted in this Agreement.
7. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.00% per month, which is an ANNUAL PERCENTAGE RATE of 12%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice. Should legal action be necessary to enforce the provisions of any contract or Agreement entered into in which this schedule is a part, the Client agrees to pay all attorneys' fees and court costs incurred in the prosecution thereof.
8. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that changes in policy or interpretation made by said agencies after the date of this Agreement cause a need for additional office or field work to comply with such changes, Client shall pay Consultant for such additional work according to the terms and fee schedules in effect at the time such services are performed.
9. The Client shall pay the costs of plan checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges, and services provided for the Project, not to exceed any contract limit specified herein. A restart fee equivalent to twenty (20) percent of the base fee payable to Consultant under this Agreement will be charged if the Project is placed on hold. All studies, reports, plans, specifications, certifications or other professional documents generated by Consultant (collectively "instruments of service") for the project covered by this Agreement remain Consultant's property and Consultant shall be deemed their author and sole owner. Consultant shall retain all copyrights, common law, statutory and other ownership rights to its instruments of service. Upon paying in full for Consultant's services, Client shall obtain a limited, non-exclusive license to use Consultant's instruments of service for purposes of this project only. Client acquires no ownership rights to Consultant's instruments of service by virtue of this Agreement, and it may not use Consultant's instruments of service, or any aspect, element, or derivative work based on them for any other purpose. Nor does Client have any right to further assign, delegate, pledge or transfer the limited license created by this Agreement without the express written permission of Consultant, which Consultant may withhold in its sole discretion. Client may, consistent with the terms and conditions of this Agreement, reproduce Consultant's instruments of service, or portions or derivative works based thereon, to satisfy regulatory requirements of any authority having jurisdiction over the project, or for the use of any consultant, contractor, subcontractor, or supplier to Client executing the work described in Consultant's instruments of service. Consultant's instruments of service may not be used for any future addition to or alteration of the project without Consultant's express written permission.
11. Construction staking fees are for setting one (1) set of stakes only for each item listed. Owner/contractor is responsible for protecting these stakes. Any restaking or staking of items not listed or replacement of control stakes or pins necessary to stake the item of work called for shall be performed on an hourly basis as an extra.
12. Construction staking or restaking will be performed and charged as an additional service when requested by a designated representative of your office.

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13. Printing of plans, delivery charges, and postage, as well as review fees, will be billed as an extra to the contract at cost plus ten (10) percent.
14. Revisions, alterations, or change orders requested by the Client shall be deemed extra work. Consultant fees will be charged per the latest fee schedule in effect at the time such revisions are requested.
15. This proposal is valid for sixty (60) days from the date of preparation.
16. Neither party to this Agreement will hire or make an offer of employment to an employee of the other party, without prior written consent of the other party, during this Agreement and for one (1) year following completion of this Agreement.
17. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of Client or its separate contractors, subcontractors, consultants, or anyone for whom Client is legally responsible in connection with the Project.
18. By signing this Agreement, Client's representative represents that he or she has the legal right, power and authority to enter into this Agreement, and to direct Consultant to study the Project, prepare plans for Project, and enter the Project site.
19. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. Consultant's services under this Agreement are performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client and Consultant agree to require a similar provision in all contracts with their respective contractors, subcontractors, sub consultants, vendors and other entities involved in this Project to fulfill the intent of this provision.
20. Client agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub consultants as Additional Insureds, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. Client shall require all contractors to furnish to Client and Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless Client, Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Contractor's (or any subcontractor's) negligent or willful acts, errors or omissions in connection with the Project, including without limitation all claims by employees of the contractors.
21. Applicable to Apartment Community projects only: The Project depicted in Consultant's plans, drawings and specifications has been specifically designed for Client as an apartment community where individual units are leased or rented to their occupants. This Project has not been designed with the intent that ownership of individual units shall be sold or transferred to individual owners. Design standards and criteria for apartment communities may vary significantly from those applicable to time share or condominium communities where individual units are sold to occupants. Therefore Consultant assumes no liability to any Client, developer, builder, lender, investor, community or homeowners' association, or to any subsequent owner or occupant of this Project, or anyone asserting a claim by or through them, for repair, replacement, diminished useful life, reduced performance or diminution of property value, in the event this Project is subsequently converted from an apartment community to a time share or condominium community where units are individually owned. This variance in design standards and criteria may adversely affect the use, performance or property values for individual owners in time share or condominium communities.
22. Applicable to Apartment Community projects only: Client does not now foresee that this Project will be converted into condominiums, time shares, or any other use for which ownership of individual units shall be sold or transferred to individual owners. Because Consultant did not design this Project for condominium ownership, time share, or other use in which ownership of individual units is sold or transferred to individual owners, Client agrees that, if Client converts the Project to such use or ownership, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant and Consultant's officers, directors, shareholders, employees and sub consultants from any and all claims, losses, damages and costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising in any manner whatsoever from conversion of the Project to condominium, time share, or other use where ownership of individual units is sold or transferred to individual owners, except for the sole negligence or willful misconduct of the Consultant.
23. Applicable to Condominium projects only: Client agrees to include in the Covenants, Conditions and Restrictions or equivalent documents (collectively "CC&R's") recorded on the Project, and in the by-laws of any Homeowners or Community Association ("Association") established for this Project, a requirement that the Association shall perform all inspections and preventive maintenance recommended in the Maintenance Manual. Furthermore, Client agrees to establish and notify the Association and its members or owners at or before the time units are sold to members or owners of the reasonably-anticipated reserves needed for such inspections and preventive maintenance. Client shall also cause the CC&R's for the Project and the Association by-laws to contain an appropriate waiver of liability and indemnity, in a form mutually approved by Client and Consultant, if the Maintenance Manual recommendations for inspections and preventive maintenance are not performed.

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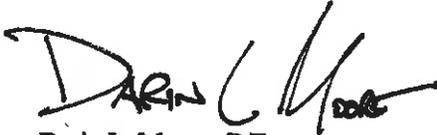
Mr. Jim Smith, RLA, LEED AP BD+C
collectiV
5th Street Streetscape: Farmer to College
Professional Civil Engineering Services
W/P #164464

Revised April 28, 2016
Revised April 20, 2016
Revised March 4, 2016
March 2, 2016
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Wood/Patel is pleased to offer this agreement to collectiV. If this agreement meets with your approval, please indicate by signing below and returning one copy to us.

Sincerely,

Wood, Patel & Associates, Inc.



Darin L. Moore, P.E.
Vice President

DLM/jd/en

Y:\WP\Proposals\Commercial\164454 5th Street Streetscape Farmer to College Abb. Scope collectiV J Smith Rev. 04-28-16.docx

AUTHORIZATION & ACCEPTANCE
FOR ENGINEERING SERVICES

Accepted for _____
(Organization Responsible for Payment)

Accepted by _____
(Name and Title)

Signature _____ Date _____

CPH

Wood, Patel & Associates, Inc.
HOURLY FEE SCHEDULE
2016

ENGINEERING & SURVEYING:

Project Manager III	\$175
Project Manager II	\$165
Project Manager I.....	\$155
Engineer V	\$150
Engineer IV.....	\$140
Engineer III	\$130
Engineer II	\$120
Engineer I.....	\$110
Engineer	\$100
Technician V.....	\$120
Technician IV.....	\$110
Technician III.....	\$100
Technician II	\$90
Technician I	\$80
Technician.....	\$70
Surveyor III.....	\$110
Surveyor II	\$90
Surveyor I.....	\$80
Surveyor.....	\$70
2-Man Survey Crew.....	\$140
1-Man Survey Crew.....	\$80

CONSTRUCTION MANAGEMENT:

Construction Manager III.....	\$155
Construction Manager II	\$145
Construction Manager I	\$125
Construction Manager.....	\$105
Construction Observer II.....	\$95
Construction Observer I.....	\$75

REIMBURSABLE COSTS:

Reproductions and Outside Delivery Service	Cost Plus 10%
Office Travel.....	\$0.54/mile

CPH

Engineering Services Agreement

**Consulting
Structural
Engineers**

Date: 4/27/2016
Client: CollectiV Landscape Architects
1426 N. 2nd Street, Suite 200
Phoenix, AZ 85004
Project Name & Location: 5th St Streetscape: Farmer to College
Tempe, AZ
Scope: Structural design of the following structural components for the above listed project:
Grain Silo; Site visit to As-Built Grain Silo; Benches; Site Visit(s); Measurement and Payment Quantities; Team Meetings; Value Engineering.

Extent of Services:

- Construction Documents drawn in ACAD.
- Supporting calculations.
- Several Team Meetings.
- Site Visit(s).
- Progress sets at 30%, 60%, 95% and final sealed documents.

All construction administration services are excluded from this contract.

Fee Arrangement: Structural Engineering Allowance: \$11,000

Retainer Amount: None

Special Conditions: Hourly Rates: \$150/hr. for Principal; \$125/hr. for Senior Eng.; \$105/hr. for PE;
\$85/hr. for Designer, and \$70/hr. for drafting.
Fee does not include Special Structural Inspections.

The attached terms and conditions form is part of this agreement. The signature below constitutes Simply Structural Inc.'s intention to provide services as stated in this agreement.

Offered by:



Mike Wilda, PE
For Simply Structural, Inc.

Accepted by:

Signature

Date

CollectiV Landscape Architects

Printed Name

Company Name





Terms and Conditions

Simply Structural Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Access to site: Unless otherwise stated, Simply Structural Inc. will have access to the site for activities necessary for the performance of the services. Simply Structural Inc. will make precautions to minimize damage due to these activities, but has not included in the cost of restoration of any resulting damage.

Dispute Resolution: Any claims or disputes made during design, construction or post-construction between the Client and Simply Structural Inc. shall be submitted to non-binding mediation. Client and Simply Structural Inc. agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments: Invoices for Simply Structural Inc.'s services shall be submitted, at Simply Structural Inc.'s, option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Simply Structural Inc. may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Simply Structural Inc., his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Simply Structural Inc.

Termination of Services: The Client, or Simply Structural Inc., may terminate this agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Simply Structural Inc. for all services rendered to the date of termination and all expenses.

Ownership of Documents: All documents produced by Simply Structural Inc. under this agreement shall remain the property of Simply Structural Inc. and may not be used by the Client for any other endeavor without the written consent of Simply Structural Inc.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the Client and Simply Structural Inc., the risks have been allocated such that the client agrees that, to the fullest extent permitted by the law, Simply Structural Inc.'s total liability to the client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000 whichever is less. Such causes include, but are not limited to Simply Structural Inc.'s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Construction Safety: At a construction site, Simply Structural Inc., its employees and or sub-consultants shall not relieve the General Contractor and any other entity of their obligations, duties and responsibilities. This includes construction sequences, techniques, means and methods or procedures necessary for completing tasks in accordance with the contract documents. The General Contractor is also responsible for health and safety precautions required by any regulatory agencies. The personnel and sub-consultants of Simply Structural Inc. do not have the authority in exercising the control over any construction contractor, their employees and/or sub-consultants in connection with their work. The client shall agree that the General Contractor is solely responsible for construction safety, and this shall be made apparent in the Client's agreement with the Owner and General Contractor. The Client shall also agree that Simply Structural Inc., its employees and sub-consultants shall be included in the General Contractor's general liability insurance policy.

Consulting
Structural
Engineers



602-443-0303
Fax 602-443-0404
1200 W. University Dr. #101
Tempe, Arizona 85281
www.simplystructural.com

CPT

February 24, 2016

Jim Smith, RLA
Collectiv Landscape Architects
1426 North 2nd Street
Phoenix, AZ 85004

**RE: Proposal for Geotechnical Investigation
Streetscape Improvements-5th Street
College Avenue to Farmer Avenue
Tempe, AZ
Proposal No. 56518 S**

Mr. Smith:

We are pleased to provide our cost estimate to conduct a soil investigation at the above referenced site that will satisfy site development, foundation design and pavement design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of streetscape improvements from College Avenue to Farmer Avenue (approximately 2,800lf). Improvements will include new pavements (asphalt, PCCP, concrete pavers), small structures (shade, benches, planter boxes) and the adaptive re-use of a grain hopper. Structural loads are expected to be light to moderate and no special considerations regarding settlement tolerances are known at this time.

- Task 1. Project Preparation** - We will submit a boring location plan for approval. The frequency and depth of soil borings may be modified based on the final configuration and access restrictions. Once a final boring location layout has been determined we call AZ811 to mark public utilities. It is assumed that Right of Way (ROW) permits will be required since this the project locations is in City of Tempe roadways. Traffic control will be contracted per the ROW permit requirements
- Task 2. Field Investigation** - We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling four (4) structural borings to depths of 5 to 15 feet below existing ground surface or refusal, whichever comes first. At the conclusion of the borings, the holes will be backfilled with cuttings or slurry depending on permit requirements and topped with asphalt.
- Task 3. Laboratory Analysis** - Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design.
- a. Grain Size Analysis
 - b. Plasticity Index
 - c. Moisture Density Relations (standard)
 - d. Consolidation

- e. Swell
- f. In-situ Moisture/Density

Task 4. Report - We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding the items requested including:

1. Design data, allowable bearing pressure and depths for shallow spread footings.
2. Alternate foundation systems and design data, if indicated by soil conditions.
3. Settlement estimate for each foundation system considered.
4. Lateral pressures on temporary and permanent retaining and foundation walls.
5. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
6. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
7. Pavement design (asphalt, PCCP, pavers) to provide economy and adequate service.
8. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
9. Local excavation and trenching conditions and stability considerations.

We propose to provide the services set forth herein for the following **not to exceed amounts**, which includes all testing, engineering and reimbursable expenses and 2 copies of the report. An electronic (pdf format) copy will be emailed upon request. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$25.00 per report. Charges for our services have been determined on the basis of our Standard Fee and Rate Schedule which is attached.

Geotechnical Investigation and Report	\$ 2,400.00
Right of Way Permit	\$ 800.00
Traffic Control Plan and Traffic Control for Field Operations	\$ 1,000.00
Slurry Backfill (if required) per Permit Requirements	\$ 275.00
Total	\$ 4,475.00

If the terms set forth are satisfactory, please sign and return the proposal for our records or attach this scope of work to your standard contract for professional services.

Respectfully submitted,
SPEEDIE & ASSOCIATES, INC.



Kenneth M. Euge II
Project Coordinator

APPROVED AND ACCEPTED
For: Collectiv Landscape Architects

By: _____
(Printed Name & Position)

(Signature)

(Date)



**ENGINEERING SERVICES
2014 Fee and Rate Schedule**

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 130.00
Project Manager	100.00
Sr. Geologist/Engineer	100.00
Project Engineer/Geologist	90.00
Environmental Specialist	85.00
Architectural Special Inspector	85.00
Structural Special Inspector	75.00
Staff Engineer/Geologist	70.00
Sr. Engineering Technician	55.00
Draftsman	50.00
Materials Testing Technician	45.00
Clerical/Administrative	40.00

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

CPH

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.



Subsurface Utility Services

UNDERGROUND UTILITY SURVEYS
WE DESIGNATE AND LOCATE UNDERGROUND UTILITIES

KC Locate, LLC

25440 N. 93rd Ave Peoria, AZ 85383
(623)825-0230 MBL: (602) 702-2582
Lic# ROC 199433

Proposal/Contract

Attn: JIM SMITH

CollectiV Landscape Architects
1426 N. 2nd Street
Suite 200
Phoenix AZ 85004

Fax:
Bus: (602) 358-7711
Client ID: COLL00

Issued Dated: 2/23/2016
Our TaskID: 201600048
Client Ref:

Project Name: Tempe Streetscape on 5th St College to Farmer

KC Locate LLC (hereinafter referred to as KC Locate), shall provide scope of services as requested by: CollectiV Landscape Architects (hereinafter referred to as Client). Services will be conducted in accordance with Attachment A, KC Locate's standard terms and conditions, unless otherwise expressly noted, in writing, prior to the execution of this contract.

SCOPE Provide Subsurface Utility Location services to determine horizontal and vertical
OF underground utility positions.
SERVICES:

COMPENSATION: KC Locate agrees to perform the above Scope of Services for consideration of:

Task Total: \$9,980.00

Estimated for 10 spotholes at \$998.00 per spothole. (5 hole Minimum per lighted intersection) Surveyed locations W/ CAD file. To start the process please respond by signing the proposal, terms & conditions to be sent back.

ADDITIONAL COST EXCEPTIONS / INCLUSIONS as noted and Provided By:	* City/County/DOT encroachment permits.....	INCLUDED
	* Special 'Inspection' Bonding by City/County/DOT.....	INCLUDED
	* Pre-marking utility survey area; as required by state law.....	INCLUDED
	* Notification of One-Call Service, (USA, DigAlert, Blue Stake).....	INCLUDED
	* Special Traffic Control, plans, barricading and signs.....	INCLUDED
	* Daily mobilization and demobilization.....	INCLUDED
	* Daily Per-Diem (2man crew) if necessary.....	\$140/day

SCHEDULE: KC Locate shall commence work upon receipt of this executed contract with services estimated to start on: _____ and be completed by: _____

This proposal and its provisions will expire after: **7/15/2016**

APPROVALS:

For KC Locate: 

For Client: _____

Printed: Kenneth Cole
Title: President
Date: 2/23/2016

Printed:
Title:
Date:

...To engage our services, please sign above and return copy with original signature to address below.

Corporate Office: 25440 N. 93rd Ave Peoria, AZ 85383

CPH



TERMS & CONDITIONS

1.0 Client shall include or provide the following:

- 1.1 Coordinate activity with owner, or agency, reveal name of owner and purpose for desired data.
- 1.2 Full sized 40 or 50:1 scale site and profile drawings, hardcopy and/or electronic file.
- 1.3 2 locally recoverable survey benchmarks (BM) with horizontal & vertical elevations within 1/4 mile.
- 1.4 Soils reports for the required inspection holes (if available).
- 1.5 Arrange for access in restricted areas to the site for KC Locates personnel and equipment.
- 1.6 Indicate client's Risk Manager; and, "on-site decision / reporting person" along with phone number.

2.0 KC Locates normal Scope shall include or provide the following:

- 2.1 All special equipment, skilled personnel, certified DOT safety-sensitive (random tested) trained technicians, and the supplies necessary, or, required to perform designation and utility location services utilizing air/vacuum, dust-controlled, soil-monitored VOC (volatile organic compounds) sensed, soil extraction methods.
- 2.2 ASSIST in securing all necessary plans, plats, records, and other available data as provided by utility owners.
- 2.3 Furnish CLIENT, concurrent with execution of contract, Certificate(s) of Insurance on standard ACORD forms. The insurance shall satisfy the requirements of local jurisdiction authority.
- 2.4 ASSIST in obtaining all necessary permits from city, county, and/or other jurisdictions to allow KC Locate to work in existing streets, roads, and rights-of-way for purpose of designating, marking, measuring, soil extracting and recording the vertical elevations of existing subsurface utilities. (An encroachment permit may be required).
- 2.5 Comply with all applicable subsurface utility damage-prevention laws; including pre-marking prospective site areas and by requesting required utility notification service, i.e., prior to soils extraction services.
- 2.6 Start task seventy-two (72) hours after receipt of permitting and coordination with city, appropriate agent, utility owner and county inspectors relating to notification and inspection regulations.
- 2.7 Provide all necessary traffic control for streets with speed limits under 25 MPH, including labor, and equipment, according to the City standards. High traffic density locations may require special traffic control plans and barricading.

Client_____ KC Locate_____

CPT



TERMS & CONDITIONS

- 2.8 Comply with all jurisdictional regulations pertaining to the movement of traffic; i.e., services restricting traffic may not be permitted at signalized intersections; or, on major, or, collector streets, during the peak traffic hours. Delays may be subject to stand-by time.
- 2.9 Neatly cut and remove existing pavement; (normally does not exceed 12" diameter).
- 2.10 Extract soils to expose any existing utilities, in such a manner to ensure the safety and integrity of the utility.
- 2.11 In Client-requested data format, observe and record the following minimal Field Data information for each utility located:
- 2.11.1 Pavement thickness and description of pavement surface and base.
 - 2.11.2 Diameter / Width of utility, top and, if requested, bottom depths, and configuration of systems.
 - 2.11.3 Elevations ACCURATELY measured to 1/10th foot from original ground and/or pavement surface to utility.
 - 2.11.4 Utility structure material composition, when reasonably ascertainable.
 - 2.11.5 Excavate to a depth of 10 feet for utilities unless prior arrangements have been discussed.
- 2.12 Furnish and install "PK" nails, "hubs", stakes, high-visibility "whiskers", or, markings, directly above the centerline of the utility structure (pipe and/or duct). (Swing-tie referencing, for surveyors, may also be requested).
- 2.13 GUARANTEE restoration of pavement within limits of the original cut for 2 years. When inspection holes are in areas other than roadway pavement, the disturbed areas shall be restored, as nearly as reasonably possible, to the condition existing prior to the air/vacuum soil extraction process. Pneumatically tamp to, or exceed, compaction requirements of existing standards and supplements; to the extent they apply to excavations. Backfill materials will comply with utility owner specifications.
- 2.14 Leave the task site in a clean and safe condition, as it existed prior to starting services.
- 2.15 Maintain compliance with all federal and state mandated programs with written policy statements and current program status to protect CLIENT from any "PASS-THRU" claims or liability.
- 2.16 Agrees that no charge or claim for damages shall be made for delays or hindrances beyond the control of CLIENT during the progress of any portion of the services specified in this agreement.
- 2.17 GUARANTEE completeness and accuracy of services, plans, and all supporting data required under obligation for this project, and, at its expense, correct all errors or omissions therein which may be disclosed.

Client _____ KC Locate _____

CPK



TERMS & CONDITIONS

- 2.18 Requests for payment will include a detailed invoice and Certified Report(s) of ALL services. All invoiced amounts shall be due and payable 30 days from invoicing.

3.0 KC Locate shall not provide, or be liable, for the following:

- 3.1 Removal or treatment of hazardous materials encountered on or at the task site.
- 3.2 Field conditions significantly different than those represented by CLIENT; e.g., soil conditions, "as-builts" plans, or tentative drawings may subject estimated costs to re-negotiation.
- 3.3 Locating non-detectable utilities such as ACP, Concrete, PVC, PE and fiber optic cables that are not accessible for signal induction.
- 3.4 "PASS-THRU" Expenses. Additionally, when prepaid by KC Locate, CLIENT is subject to a 15% add-on fee for those expenses. Such items may include but are not limited to; permitting, special traffic control & barricading, special drawings, concrete coring and hazardous materials handling.

Client_____ KC Locate_____

CPH



TERMS & CONDITIONS

1.0 Client shall include or provide the following:

- 1.1 Coordinate activity with owner, or agency, reveal name of owner and purpose for desired data.
- 1.2 Full sized 40 or 50:1 scale site and profile drawings, hardcopy and/or electronic file.
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Client _____ KC Locate _____

CPT



TERMS & CONDITIONS

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Client _____ KC Locate _____

CPH



TERMS & CONDITIONS

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Client_____ KC Locate_____

CPH

This is an agreement for services to be provided by Dry Utility Services ("Consultant"). Work shall commence upon receipt by Consultant of a signed copy of this Agreement. This Agreement shall not be effective unless signed and returned by Client within 60 days from the date stated below.

AGREEMENT BETWEEN CLIENT AND CONSULTANT

Client Name COLLECTIV LANDSCAPE ARCHITECTS Date March 14, 2016
Address 1426 NORTH 2ND STREET Agreement Amount SEE ATTACHED FEE SCHEDULE
SUITE 200 Consultant Project No. RRW1735
PHOENIX, AZ 85004 Project Manager RON WATSON
Attention JIM SMITH Project Description REVISION II: 5TH STREET &
Office/Cell 602-358-7711 / 480-580-1551 COLLEGE/ FARMER TEMPE, AZ. DRY UTILITY
Fax/Email jims@collectivla.com COORDINATION.

In consideration of their mutual promises, Client and Consultant agree as follows:

- A. Consultant agrees to perform the following professional services: **Utility Mangement and coordination services more fully described in Exhibit A attached hereto and, by this reference, made a part of this agreement.**
- B. Client agrees to compensate Consultant for such services as follows:

See Consultant's Fee Schedule that has been incorporated into the scope of services attached.

C. **The standard terms and conditions set forth below and on the reverse side are incorporated hereinto and made a part of this agreement.**

I. GENERAL

1. All agreements on Consultant's part are contingent upon, and subject to, the provision that Consultant shall not be responsible or liable for any direct, indirect or consequential damages or be in default or to be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, and any other delay unavoidable or beyond Consultant's reasonable control. Consultant shall also not be in default due to shortages or unavailability of labor at established area wage rates or delays caused by failure of Client or Client's agents, to furnish information or to approve or disapprove Consultant's work promptly, or due to late, slow or faulty performance by Client, utility companies, contractors, or government agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the event of any such cause of delay, the time of completion shall be extended accordingly.

2. In the event any or all portions of the work prepared or partially prepared by Consultant are suspended, abandoned, terminated or should Client transfer his interest in the project, Consultant shall prepare a closing statement and Client shall pay Consultant for the work performed, not to exceed the maximum contract amount (including amounts due under Payment Section, item 2 below). Client shall notify Consultant of suspension, termination, abandonment or transfer of interest, in writing.

3. Client shall provide at his expense, such existing site plans, improvement plans and other drawings, title reports, governmental permits and other information and materials necessary for Consultant to complete the work contemplated by this Agreement.

4. No other relationship is intended to be created, nor shall it be construed that Consultant has any right to incur any liabilities as a partner or of other status on behalf of Client. Consultant will not have authority or responsibility to sign utility contract documents or permits on behalf of Client. Client agrees to send written authorization to third parties when requested by Consultant.

5. In the event that all of the services required to be performed under this Agreement have not been performed within twelve (12) months from the date hereof, for any reason other than a default by consultant hereunder, consultant shall have the right, upon giving thirty (30) days' prior written notice to Client to advise Client of any changes in its fees charged for services hereunder. If client does not object in writing to a fee increase within such thirty (30) day period, such increased fees shall be in effect for the remainder of the Agreement. Should client object to such fee increase, consultant shall have the option, in its sole discretion, to terminate this Agreement and to be paid to the date of termination for all services rendered and costs incurred to the date of termination.

(TERMS AND CONDITIONS CONTINUED ON REVERSE SIDE)

CPH

6. Client agrees to indemnify and hold Consultant harmless from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or related to the project or this Agreement, excepting any claims, damages, losses and expenses arising out of or resulting from the gross negligence or willful act of Consultant or its employees. The entire liability of the Consultant and his employees, with the exception of liability for personal injury, shall in no event exceed the total amount actually paid to the Consultant by the Client for services performed hereunder.

7. All drawings, specifications and other work product of Consultant for this project are instruments of service for this project only and shall remain the property of Consultant whether the project is completed or not. Reuse of any of the instruments of service of Consultant by Client on extensions of this project or on any other project without the written permission of Consultant shall be at Client's risk and Client agrees to defend, indemnify, and hold harmless Consultant from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of Consultant's instruments of service by Client or by others acting through Client.

8. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, professional advise or other work except that these were prepared in accordance with the generally accepted standards of the profession.

9. Consultant makes no representation concerning the cost figures made in connection with maps, plans, specifications, drawings or estimates of quantity for materials other than that all cost figures and quantities are Consultant's opinion of probable costs made on the basis of Consultant's experience and qualifications and Consultant shall not be responsible for fluctuations in cost factors or figures.

10. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, expert fees, court costs, and attorney's fees shall be paid to the prevailing party.

11. This Agreement binds Consultant and Client and their successors, and assigns. Neither party shall assign, sublet or transfer its interests, rights or obligations in the Agreement without the written consent of the other party hereto.

II. PAYMENT

1. Consultant shall submit invoices to Client from time to time as services are provided.

2. Client shall pay the cost of all reimbursable items such as fees, permits, messenger and/or special delivery charges, blueprints and reproductions, travel, and other out-of-pocket expenses directly related to Client's project. In the event such reimbursable items are paid directly by Consultant, then such charges and expenses shall be invoiced to Client at direct cost plus fifteen (15) percent for handling.

3. Any services agreed to be performed by Consultant at the request of Client in addition to those set forth herein shall be paid for by Client as extra work in accordance with Consultant's prevailing hourly rates. No extra work shall be performed by Consultant without written authorization by Client.

4. Client shall promptly review invoices and notify Consultant of any objection thereto. Absent such objection in writing within ten (10) days of the date of the invoice, the invoice shall be deemed proper and acceptable.

5. In the event any invoice is not paid within thirty (30) days after rendering of the invoice, it shall commence bearing interest on the date the invoice was rendered at the rate of eighteen (18) percent per annum (or such rate as may be maximum interest permissible under applicable law, whichever is lower) and Client agrees to pay all accrued interest, together with the charges for services rendered.

6. In the event any invoice submitted under this Agreement or under any other agreement between Client and Consultant is not paid in full within sixty (60) days after rendering, Client agrees that Consultant shall have the right to consider said default a material breach of this Agreement. Client shall have ten (10) days thereafter in which to cure said default. If said default is not cured by Client, Consultant shall have the right, in addition to all other available rights and remedies, to terminate this Agreement, even if the default is in payment of an invoice submitted under another agreement, and to terminate all other agreements between Client and Consultant, and Client shall then promptly pay Consultant for all of the fees and charges and for all of their services performed by Consultant to the date of termination.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

Client

By: _____

Title Date



Consultant

By: Ron Watson

Ron Watson

President

Title 3/14/16

Date

CPH

EXHIBIT "A"

"SCOPE OF WORK"

DRY UTILITY MANAGEMENT SERVICES

CLIENT: COLLECTIV LANDSCAPE ARCHITECTS
PROJECT: 5TH STREET & COLLEGE/FARMER – REVISION II (RRW1735)
DATE: MARCH 14, 2016

I. SCOPE OF SERVICES:

Conduct site investigation and review pertinent dry utility data as made available from the electric, natural gas, telephone and cable television companies.

Assist in the identification of potential utility conflicts with the proposed improvements based on plans provided by Client.

If conflicts are found during project development process, they will be reviewed and may be considered additional services to be covered by Consultant's change order.

Prepare one (1) dry utility existing conditions exhibit based on utility provided information.

Prepare an issues letter for Client outlining major issues for Consultant to address and resolve and preliminary costs based on Client provided information.

Keep Client advised on coordination progress with direct correspondence and copies of correspondence with utility companies.

Attend utility design conference and other related meetings as required to complete the review process. If Participation in "regularly scheduled" team meetings in excess of sixteen (16) hours for the project is required or requested by Client, the additional time will be covered under an additional services authorization.

Coordinate preparation of dry utility composite exhibit to include natural gas, electric, telephone and CATV as applicable.

CPH

II. CONSULTANT'S COMPENSATION SCHEDULE:

Consultant proposes its' services on a fixed fee basis. The basic coordination services described in the previous section are proposed on a fixed fee basis. Miscellaneous additional services (if requested) and team meeting participation in excess of the allowance will be covered with prior Client approval by an additional services authorization.

Consultant's fees for services shall be payable during the progress of work as follows:

A. FIXED FEE - EXHIBIT A SERVICES:

\$3,590.00	upon completion of the utility evaluation and availability of composite exhibit.
<u>\$3,592.00</u>	at the completion of evaluation and the availability of the final utility report of finding.
\$7,182.00	TOTAL

Fee for each of the stages will be invoiced monthly as the work progresses on the basis of percentage of work actually completed. Fees will not exceed the amounts shown for each stage.

B. REIMBURSABLE EXPENSES ALLOWANCE:

An allowance for Consultant's reimbursable expenses is recommended. This will assist all parties with accounting issues. Consultant recommends an allowance in the amount of \$250.00. This amount will cover all normal charges described on Consultant's Fee Schedule that is included with this proposal if Client provides full-size hard copies of plans needed by Consultant for submittals and coordination work.

NOTE:

If Consultant must obtain and copy plans from an electronic medium, the actual time and higher reproduction charges incurred by Consultant will be passed on to Client and shall be an addition to the allowance indicated above.

DRY UTILITY SERVICES

**STANDARD FEE SCHEDULE 2016
(Prices good through December 31, 2016)**

Compensation of Dry Utility Services for work performed on a time and material basis will be computed as follows:

Principal/President	\$189.00/hr.
Vice President/Division Manager	\$165.00/hr.
Senior Project Manager	\$155.00/hr.
Project Manager	\$139.00/hr.
Senior Project Coordinator	\$119.00/hr.
Project Coordinator	\$105.00/hr.
Drafting/Graphics	\$ 71.00/hr.
Administrative Services	\$ 68.00/hr.

Consultation in connection with litigation, testimony as expert witness and presentations to and/or direct advocacy roles on behalf of client before public agencies (Federal, State, County and Municipal Governments) and regulatory bodies (Public Utilities Commissions, Corporations Commissions, Public Service Commissions) are considered special services, and as such, Principal's hourly rate will be \$275.00 and the Division Manager hourly rate will be \$250.00.

MISCELLANEOUS FEES

The following costs are billed at our cost plus 15%:

- o Blueprint services and printing (the customer is encouraged to arrange for printing.) Prints and copies will be contracted directly with an outside blueprint company acceptable to Dry Utility Services if clients' blueprint company/account is not used.
- o Subcontracted services
- o Transportation, meals and lodging, and incidental travel expenses
- o Commercial delivery services, including UPS, Federal Express, Express Mail and messenger services

CPH

Jim Smith RIA | LEED AP BD+C
PRINCIPAL | PROJECT MANAGER

collectiV
landscape architects

Jim creates vibrant places that connect people to their environment. His ability to move between the 'big picture' ideas and the intimacies of construction detailing serves a key role in managing projects. Through open communication and accountability, Jim maintains and enhances the original vision through design, documentation and installation.

With over 20 years of experience and 14 years with the firm, Jim has been involved in major streetscapes, mixed use, midrise infill, municipal parks, regional flood control and intimate residential gardens. He reinforces the collectiV tradition of getting things right the first time, on schedule and within budget. Jim spends his free time home with his wife and two daughters and enjoys mid-century architecture, composting and cultivating his seasonal gardens.

Project Experience

Tempe Municipal Complex Enhancements, City of Tempe, Tempe, Arizona

CollectiV worked closely with City Staff to develop a plaza / green corridor and streetscape that linked City Hall, 5th Street and 6th Street while strengthening the connections to the Transit Center, Arts Center, A.S.U. and Mill Ave. Our team designed a new amphitheater, shade trellis, multi-use lawn area, outdoor dining patio and custom themed paving. The project was delivered on time and on budget. Based on our work and success, we were recommended to prime the City of Tempe Goodwin Park renovations.

Goodwin Park Renovation, City of Tempe, Tempe, Arizona

CollectiV was the prime consultant and Jim, the Project Manager for a 9-acre park renovation. Improvements include improved pedestrian circulation, gathering areas, play structures, ADA compliance, recycled concrete seat walls, trellis, granular exercise trail, shade structures, public art and irrigation. Plans were developed through permit, but put on hold for 3-5 years until funds become available.

Farmer Arts District, Tempe, Arizona

Lead Landscape Architect on this unique linear parcel along Farmer Avenue. The parcels, each averaging 175' wide, are located between University Drive and Rio Salado Parkway. The development through the P.A.D. process set new development standards that allowed the buildings be brought closer to the street, slow traffic, provide parking and establish an urban pedestrian experience along Farmer. Additionally, the initial phases of a unique 20' wide multi-modal path was conceived and built providing a strong pedestrian link that will ultimately extend for 7 miles.

DC Ranch CFD Roads

Jim project managed the Community Facility District job from concept design through bid and construction administration. The district, 4 miles in length, located in DC Ranch included; pedestrian walks, relocation of over salvaged 200 native trees and saguaros, custom stone walls, drainage structures, bridges, lighting and irrigation.

Registration

Registered Landscape Architect
Arizona #36932 / 2001 - current

Education

Bachelor of Landscape Architecture
Purdue University, 1993

Experience

CollectiV Landscape Architects - 14 years
Floor Associates 1998-2001
Greer Pickett 1994-1998
Campbell Collaborative 1993-1994

Professional Associations

LEED AP BD+C
#103932214

CPH

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:

Current copy of antidiscrimination policy attached

OR

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

Signature

Date: _____

Print Name

Title

Company

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

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

_____, Arizona

Date _____

**Streetscape – 5th Street from Farmer Avenue to College Avenue
Project No. 5407931**

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.

