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 **Hill International, Inc.,** a Pennsylvania corporation ("Consultant").

City engages Consultant to perform professional services for a project known and described as **Electrical Power Equipment Upgrades – South Tempe Water Treatment Plant**, Project No. **3205901** ("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 construction management services, as described in Exhibit "A" attached.

1.2. Consultant has assigned Robert Valerio as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.

1.3. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.

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

1.5. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services within two hundred thirty (230) calendar days of the date appearing on the "Notice to Proceed" issued by City. In the event delays are experienced beyond the control of Consultant, the schedule may be revised as determined by City in its sole discretion, and pursuant to Section 3, Consultant's Compensation.

3. CONSULTANT'S COMPENSATION

3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed $117,840.00, unless otherwise authorized by City. This fee includes an allowance of $4,800.00 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:

Task Description	**Method**	**Amount**
Construction Management Services	Hourly not to Exceed	$113,040.00
	Subtotal Task Amount:	**$113,040.00**
Allowances	**Method**	**Amount**
Reimbursable Expenses	Not to Exceed	$4,800.00
	Subtotal Allowances Amount:	**$4,800.00**
	Total Compensation Not to Exceed:	**$117,840.00**

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 2777 E. Camelback Road, Suite 150, Phoenix, Arizona 85016. 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 contendre*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

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

15.6. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of Consultant.

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

15.8. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.

15.9. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.9, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.

15.10. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.

15.11. Consultant's Good Standing. Consultant hereby warrants and represents that it is a Pennsylvania 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:	CONSULTANT:
Andy Goh, City Engineer City of Tempe Public Works/Engineering Dept. P.O. Box 5002 Tempe, AZ 85280	_____ (Printed Name of Signatory) Hill International, Inc. 2777 E. Camelback Road, Suite 150 Phoenix, AZ 85016

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]

Electrical Power Equipment Upgrades – South Tempe Water Treatment Plant
Project No. 3205901

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

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
Hill International, Inc.

_____
Signature

_____
Printed Name

_____
Title

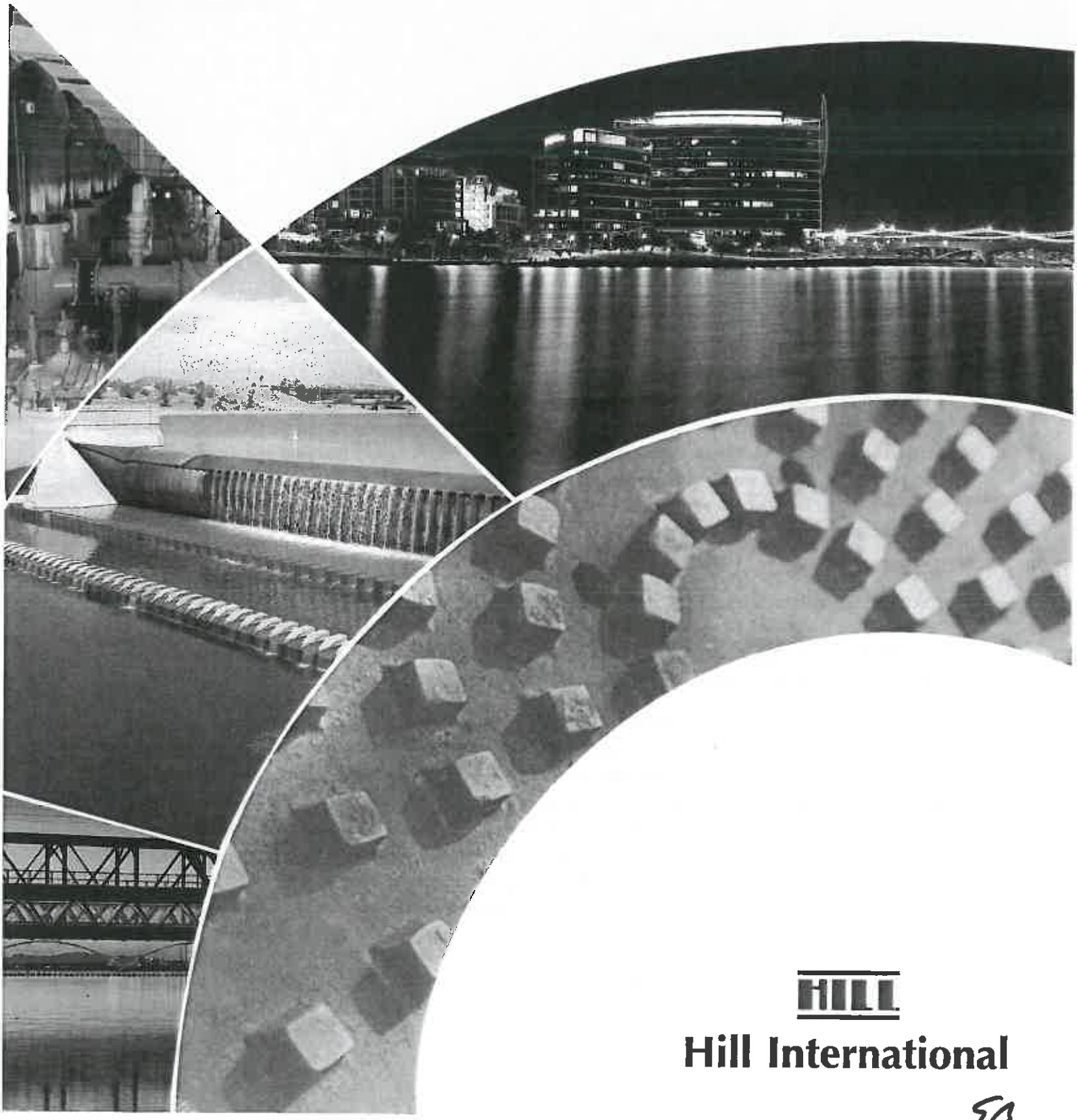
_____
Federal I.D. No./Social Security No.

EXHIBIT A

City of Tempe, Arizona

South Tempe Water Treatment Plant (STWTP) Electrical Building CM Work

May 18, 2016 | RFP 3205901



Hill International

Hill International

Hill International, Inc.
2777 East Camelback Road,
Suite 150
Phoenix, AZ 85016
Tel: 602-778-9888
www.hillintl.com

AZ Contractor's License Number
ROC 289497

Section B1 — Cover Letter

May 18, 2016

Erich Bonz, PE
City of Tempe Engineering Division
31 E. 5th Street
Tempe, AZ 85281

Subject: South Tempe Water Treatment Plant (STWTP) Electrical Building CM Work
RFP No. 3205901

Dear Erich,

Hill International, Inc. (Hill) is pleased to submit our proposal for Project Manager, Construction Manager and Electrical Inspector for the above referenced project. It is our understanding that the City of Tempe (City) will require assistance in providing project management oversight services and electrical inspections for the above City project. Hill is additionally proposing Stanley Consulting, Inc. (Stanley), as a subconsultant that we have a current working relationship with, for electrical inspection. We have been informed by Stanley that they have a current on-call contract with the City of Tempe and the City is familiar with their qualifications.

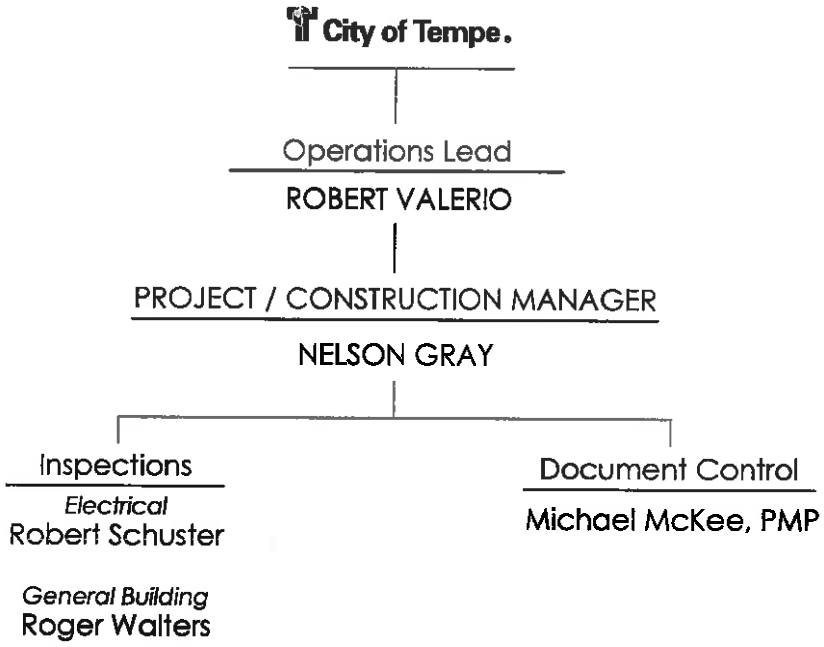
Project Description. We understand the project's purpose and description is to oversee, as the Construction Manager and Inspector, the replacement of the main electrical power building at the South Tempe Water Treatment Plant (STWTP). This facility receives 4,180-volt power from Salt River Project transformers and distributes it throughout the water treatment and environmental compliance facility. The project also involves replacement of a motor control center and 480-volt switchgear.

The existing main power building also does not conform to new arc-flash protection requirements being implemented to improve safety of the work environment. As we understand the scope, a new 1,000 SF building will be erected with new equipment installation and replace the existing main power switchgear and enclosures with equipment in conformance with current code requirements. Additional work will include HVAC and plumbing. The project value is between $1.5 million - $2 million. We understand that PCL Construction will be the Construction Manager at Risk (CMAR) contractor and Jacobs Engineering is the architect. It is also our understanding that the existing structure will remain intact until full completion of the new facility, at which time the transition of the facilities will take place.

Summary of Hill's Services. Overall Project Management including pre-construction services thru project close-out as well as providing electrical and other inspections for this project as dictated by the

City of Tempe Engineering Dept. We have outlined what we anticipate our work to be in the Scope of Services section of this proposal for your review. We have the ability to scale up or scale down these activities and effort as required by the City's Engineering Department and our team will work closely and coordinate with the City's Project Manager Lan Kapsala, who is assigned to this project.

Summary of Contract Costs. We are proposing a not-to-exceed (NTE) rate based on rate x time approach of $117,840 and are anticipating approximately 40 hours per week for our team collectively. Below is the Organizational Chart for this project.



The names and hourly rates are as follows:

Staff	Role	Firm	Rate
Robert Valerio	Operations Lead	Hill International, Inc.	$0 / hour
Nelson Gray	Project / Construction Manager	Hill International, Inc.	$90 / hour
Robert Schuster	Inspector, Electrical	Stanley Consulting, Inc.	$104 / hour
Roger Walters	Inspector, General Buildings	Hill International, Inc.	$79 / hour
Michael McKee	Document Controller	Hill International, Inc.	$75 / hour

Anticipated Contract Duration. Based on the project schedule, we understand the duration of this project to be June 2016 to January 2017, or approximately 32 weeks.

In closing, the Hill team is ready to mobilize immediately upon notice of award. Hill's commitment is to help reassure the success of your new facility and remain available long after the project is completed. Should you have questions or need any additional information, feel free to contact me at (602) 778-9888 or at RobertValerio@hillintl.com.

Sincerely,

Robert Valerio
Vice President

Section B2 — Scope of Services

Scope of Work, Services Tasks and Project Deliverables

Hill will provide design and construction phase services including, but not limited to, the items set forth below.

Pre-Construction Services

- Assist City with management of the design team's responsibilities and contractual obligations.
- Assist City with coordination with local governing agencies that will be approving and permitting the design documents.
- Assist City with reviewing budgets and estimates produced by others.
- Assist City with design reviews and constructability reviews as needed or desired by the City.
- Assist City with value engineering, project cost analysis as needed or desired by the City.
- Assist City with creating the "Owner's Construction Estimate" or reviewing that estimate produced by others.
- Assist City with tracking permit reviews by the local governing authorities and with obtaining the permits.
- Maintain, review and update project correspondence, action item tracking, master schedule and design issues.
- Prepare and conduct total project review meetings with the project team. These will be held every two weeks to review all aspects of the project on an overall perspective.

Design Review

- Advise City of any defects, conflicts, ambiguities, discrepancies or lack of clarity in contract documents, including the use of proprietary materials or processes.

Construction Phase Services

- Set up logically organized and indexed job files and working folders for a complete record-keeping system to be used for the project. Record all incoming and outgoing communications.
- Monitor all construction activities scheduled with an emphasis on milestones, phasing/ sequencing, submittals, efficient and balanced work flow, major tests and any unique requirements that need special scheduling or tracking.
- Maintain logs for registering receipt of required submittals, posting dates received and actions taken. Monitor the submittal process to confirm timely submissions, approvals of shop drawings, approvals of samples of materials and other submittals, and maintain logs of both authorized and disapproved Change Orders as instructed by the City. Notify, in writing, the parties delaying any submittals. Receive, review and maintain a log of all shop drawings/submittals from the construction contractor for sufficiency prior to A/E review. If shop drawings/submittals are insufficient or not meeting contract requirements, return shop drawings/submittals to the construction contractor for corrections. Incorporate all A/E submittal comments into all copies

of the documents and review comments again prior to return to the construction contractor, confirming A/E recommendations and impacts of possible changes. Make all required copies, distribute copies to appropriate parties for review and maintain files of all shop drawings/ submittals at the project site. Any variance from the contract documents shall be indicated by the CM and communicated to the City.

- Maintain current records at the site or as instructed by the City on all contracts, including but not limited to, correspondence issued and received; documents related to project plans, samples, requisitions, materials and equipment; change orders; inspections; claims; and any others deemed pertinent.
- Prepare correspondence as necessary to respond to CMAR; answer questions which arise requiring clarification; confirm project matters, etc. Documentation of all actions taken and decisions made during the course of a project is essential to build an accurate project history for future reference.
- Make certain CMAR at the job site maintains a current marked set of working drawing prints and specifications, indicating thereon all changes and deviations from original construction contract documents.
- Maintain listings of observed defects and omissions. Provide copies of the initial listing to the CMAR and City. Whenever changes are made to the listing, provide copies of those changes to the construction contractor(s) and City.
- Review and verify all requests for payments submitted by the construction contractor(s). In all cases, submit recommendations concerning approvals to the City within 3 calendar days of dates payment requests are received.
    - Reviews of all payment requests will be based on the construction contractor's itemized schedule of values for the project.
    - As part of the payment review process, conduct monthly meetings with the construction contractor(s) to reach agreement on requisition amounts, before receiving requests for payments. The agreed upon dollar amounts will be based on correct materials delivered and/or in secured storage on or off site, proper materials installed, and percentage of work satisfactorily completed and in place. Verify all of these prerequisites before recommending approvals of payment requests.
- Schedule and conduct progress meetings, weekly or as instructed by the City, with all concerned parties to review the project, discuss problems, and resolve issues as necessary. Take minutes of all meetings; the format and content must be acceptable to the City. Minutes must include the meeting date and time; agenda; meeting location; list of participants with their affiliations, full descriptions of issues, problems and decisions made; and action items with names of responsible parties and handout materials, unless the materials are part of a formal submission. Provide complete copies of all minutes to the City and all attendees within 3 working days. All challenges to the minutes will be reflected in revised versions, with distribution of revised versions issued to everyone who received the original minutes within two working days.
- Provide a written review of Design-Builder's monthly reports addressing all project operations.

Field Review

- Hill to review all A/E field observation reports and notify City of non-conforming issues identified. Hill is to make certain CMAR makes corrective action as necessary.
- Provide electrical inspections. If the City elects Hill to provide this scope of work, Hill will make certain inspections are completed in a timely manner, with written inspection reports provided to CMAR immediately following inspection.

Schedules

- Following Notice to Proceed, submit to City a system for effectively planning and reporting on the status the project to ensure completion within the approved schedules.
- The schedules will be prepared by the CMAR, subject to the approval of the A/E, Hill and by the City. Submit recommendations for acceptance or rejection of Design-Builder's schedules to the City's PM.
- Hill will work with the CMAR and A/E team involved to update the master schedules monthly (or as required) and submit approved revisions to City no less than monthly. As necessary, notify City to clarify changes from the original scheduling of activities to ensure that all parties have complete understandings of all activities to be accomplished.
- Provide reports every two weeks to City on the status of designs; reports should not exceed one page.

Cost Control and Reporting

- Monitor the status of the budgets for the entire projects including design, construction, CM costs, and any other project associated costs.
- Update all budgeted cost categories as necessary to maintain an accurate cost picture for the projects.
- Review City's reports comparing the project budgets with current obligations, disbursements and cost projections for completing the projects.
- For budgeting purposes, assist City in monitoring the budget by maintaining budget records and reporting on the status of the budget in the monthly progress reports. The monthly report includes design and construction costs and related administrative costs in a format that includes actual obligations and projected obligations against available finds. The CO shall specify the specific content and format for budget reporting for each phase of the project. Monitor the status of the budget continuously, advising the CO of observed shortfalls or potential shortfalls.
- For construction cost analysis, the cost should be shown as a contract breakdown or budget categories with building components and other data as mutually arranged with City. All anticipated future construction costs need to be shown.
- Advise City immediately whenever a cost category estimate is tending to exceed the funds budgeted.

Problems

- Advise City immediately of any problems which are outside the responsibilities of the CM as specified in this contract and individual tasks. Suggest resolutions for such problems.
- Advise City of any disagreements with CMAR which. Make recommendations concerning cost controls, scheduling, levels of effort and maintaining the approved completion time allocations for submissions and completion of the projects.
- Advise City of any potential delays in completion of any aspects of the designs; provide recommendations for actions to be taken to keep the projects on schedule.

- Monitor the design and construction clarification process, and when appropriate remind the City's consultants and the CMAR and other parties involved of the need for timely actions. Maintain logs of all clarifications requested. The Design-Builder will provide written responses to construction questions and/or firms requesting design clarifications. Make certain all parties are aware of responses given to information requests, and confirm the agreement of all parties on the contract interpretation.
- Make sure code authority is inspecting the installation of materials and/or workmanship in accordance with the construction documents and all other project requirements. Where defects may be addressed by ensuing work, verify additional reviews by the code authority before the construction work proceeds.
- Recommend rejections of materials and/or workmanship not conforming to contract/project requirements. Provide written reports supporting any such rejections. When differences of interpretation are encountered, document the facts as obtained from all parties involved and report them to City.
- Review all documents for project closeout at conclusion of this construction project.
- Resolve remaining punchlist items, processing of remaining or new change orders and all other work included in the contract.
- Monitor the project proactively to identify or warn the CMAR of or government caused delays or any claims situation. Recommend solutions for recovery from such actions.

Project Team

Our proposed project team is listed below, and a full Organization Chart is included in the Cover Letter. Detailed resumes for our team members are included in Section C.

Staff	Role	Firm
Robert Valerio	Operations Lead	Hill International, Inc.
Nelson Gray	Project / Construction Manager	Hill International, Inc.
Robert Schuster	Inspector, Electrical	Stanley Consulting, Inc.
Roger Walters	Inspector, General Buildings	Hill International, Inc.
Michael McKee	Document Controller	Hill International, Inc.

Assumptions and Exclusions

Our assumptions are that the project will require 40 hours per week for approximately 32 weeks from the Hill team. Our fee can be adjusted lower based of fewer hours. Should the schedule require additional time, the rates and hours would be applied per the contract.

Project Schedule

Project Milestone Schedule	Date Completed	Weeks from Hill's NTP
City of Tempe issues NTP to Hill	05/31/16	0.0
Tempe Council Approval of GMP	07/08/16	5.4
CMGC Mobilization	07/28/16	8.3
Place Building Footings	09/07/16	14.1
Building Envelope Completed	10/25/16	21.0
Commissioning MV Gear	11/22/16	25.0
New Gear Completed	12/06/16	27.0
Project Closeout Completed	01/15/17	32.7

Fee Breakdown

Staff	Anticipated No. of Weeks	Hours / Week	Rate / Hour	Total
Nelson Gray	32	30	$90	$86,400
Michael McKee	32	5	$75	$12,000
Roger Walters	32	2.5	$79	$6,320
Robert Schuster	32	2.5	$104	$8,320
TOTAL	32	40		$113,040
Average Hourly Rate			$94.23	
Anticipated Reimbursables [1]			$150	$4,800
			Lump Sum NTE Proposal	$117,840

[1] ***Hill is anticipating that reimbursable expenses would include reprographics, postage, miscellaneous office expenses, etc. Hill does not charge mark up on these items and will bill only what is incurred.***

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.

Tempe

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).

_____ Date: _____
Signature

_____ _____
Print Name Title

_____
Company

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

_____, Arizona

Date_____

Electrical Power Equipment Upgrades – South Tempe Water Treatment Plant
Project No. 3205901

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)

SUBCRIBED 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.