

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 12th day of January, 2017, by and between the City of Tempe, an Arizona municipal corporation (“City”), and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation (“Consultant”).

City engages Consultant to perform professional services for a project known and described as **Lake Edge Improvements – Kiwanis and Papago Parks**, Project No. **6307621** (“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 Brett Stroup as the project manager for this Contract. Prior written approval by City is required in the event Consultant needs to change the project manager. Consultant shall submit the qualifications of the proposed substituted personnel to City for approval prior to any substitution or change.
- 1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. Consultant shall follow and comply with the Arizona Utility Coordinating Committee’s Public Improvement Project Guide and the City’s Utility Permit and Construction Manual, latest revisions, as directed by City.
- 1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City’s Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by City. All plans shall be prepared on CADD as required by City. The final original plans shall be submitted on 3 ml double matte black line mylar and shall be 24” x 36” in size.
- 1.6. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.

- 1.7. Consultant shall perform the work in a manner and at times which do not impede or delay City's operations and/or functions.
- 1.8. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services within four hundred ten (410) 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 \$209,093.00, unless otherwise authorized by City. This fee includes an allowance of \$392.00 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	Not to Exceed	\$203,701.00
	Subtotal Task Amount:	\$203,701.00
<u>Allowances</u>	<u>Method</u>	<u>Amount</u>
Field Investigations (Task 11)	Not to Exceed	\$5,000.00
Reimbursable Expenses	Not to Exceed	\$392.00
	Subtotal Allowances Amount:	\$5,392.00
	Total Compensation	
	Not to Exceed:	\$209,093.00

- 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 sub-consultant(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 7740 N. 16th Street, Suite 300, Phoenix, Arizona 85020. 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. Sub-consultants/Contractors. Consultant shall include all sub-consultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and subcontractor.
- 6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, Consultant shall require all sub-consultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by Consultant.

- 6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). 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 based upon the criteria outlined in 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. Boycott. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 15.6. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

Consultant further agrees to include the provisions set forth in Sections 15.1 through 15.5 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.7. Effective Date. This Contract shall be in full force and effect only when 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.
- 15.8. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.9. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.10. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.10, a cause shall not be deemed beyond a party’s control if it is within the control of such party’s agents, employees, assigns, contractors or subcontractors.

- 15.11. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.12. Consultant's Good Standing. Consultant hereby warrants and represents that it is a North Carolina corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.13. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties 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.
- 15.14. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.15. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by City.
- 15.16. No Waiver. No breach or default hereunder shall be deemed to have been waived City, except by a writing to that effect signed on behalf of City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of City.
- 15.17. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.

- 15.18. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.
- 15.19. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by City. Therefore, Consultant assigns to City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to City.
- 15.20. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.21. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.

15.22. Notices to Parties:

All notices pursuant to this Contract shall be made in writing and delivered or mailed by certified mail to the parties at the following addresses:

CITY:

Marilyn DeRosa
 Interim City Engineer
 City of Tempe
 Public Works/Engineering Dept.
 P.O. Box 5002
 Tempe, AZ 85280

CONSULTANT:

(Printed Name of Signatory)
 Kimley-Horn and Associates, Inc.
 7740 N. 16th Street, Suite 300
 Phoenix, AZ 85020

- 15.23. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by City under this Contract, City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.
- 15.24. GIS Data Disclaimer. THE CITY OF TEMPE DOES NOT WARRANT THE ACCURACY, COMPLETENESS, CONDITION, SUITABILITY, PERFORMANCE, OR CURRENCY OF THE GIS DATA PROVIDED UNDER THIS CONTRACT. AREAS DEPICTED BY GIS DATA ARE

APPROXIMATE, AND NOT GUARANTEED TO BE ACCURATE TO STANDARDS FOR MAPPING, SURVEYING OR ENGINEERING. THIS DATA IS FOR ILLUSTRATIVE PURPOSES ONLY AND SHOULD NOT BE RELIED UPON FOR SITE-SPECIFIC PURPOSES. THE DATA HEREIN IS SUBJECT TO CONSTANT CHANGE AND MAY NOT BE COMPLETE, ACCURATE OR UP-TO-DATE. THE CITY OF TEMPE IN NO WAY ASSUMES LIABILITY OR RESPONSIBILITY FOR ANY INCORRECT DATA OR ANY INFORMATION PROVIDED HEREIN. THE CONSULTANT ACKNOWLEDGES AND AGREES THAT THE CITY OF TEMPE ASSUMES NO LIABILITY FOR DAMAGES INCURRED DIRECTLY OR INDIRECTLY RESULTING FROM INCOMPLETE, INCORRECT OR MISSING INFORMATION; INCLUDING ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE. **BY WAY OF THE SIGNATURE ON THIS CONTRACT, THE CONSULTANT ASSUMES ALL LIABILITY FOR ANY AND ALL DEPENDENCE AND/OR RELIANCE UPON THIS INFORMATION AND ASSUMES ALL RESPONSIBILITY RELATING THERETO. ANY AND ALL EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PURPOSE ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED.** CONSULTANT SHOULD NOT RELY UPON THE GIS DATA WITHOUT PROPER FIELD VERIFICATION FOR ANY PURPOSE.

[SIGNATURE PAGE TO FOLLOW]

**Lake Edge Improvements – Kiwanis and Papago Parks
Project No. 6307621**

DATED this 12th day of January, 2017.

CITY OF TEMPE, ARIZONA

By: _____
Mark W. Mitchell, Mayor

By: _____
Public Works Director

ATTEST:

Recommended By:

Brigitta M. Kuiper, City Clerk

MA

Deputy PW Director/Interim City Engineer

APPROVED AS TO FORM:

Judith R. Baumann, City Attorney

Consultant warrants that the person who is signing this Contract on behalf of Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

CONSULTANT
Kimley-Horn and Associates, Inc.

Signature

Printed Name

Title

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

Kimley»Horn EXHIBIT A

November 17, 2016

Mr. Barrett Jurgemeyer
City of Tempe – Engineering Division
31 East 5th Street
Tempe, AZ 85281

RE: Lake Edge Improvements – Kiwanis Park & Papago Park (Project #6307621)

Dear Mr. Jurgemeyer,

Kimley-Horn is pleased to provide you with our scope and fee proposal for the Lake Edge Improvements – Kiwanis Park & Papago Park project. The City of Tempe maintains a park infrastructure system valued at more than \$200 million encompassing roughly 1900 acres in 48 parks. A majority of the parks are over 20 years old and have had limited re-investment over the years. Most park elements are enhanced as significant safety concerns arise. The City of Tempe is required to maintain the lake edge, boating infrastructure and periodic dredging of its park lakes. The purpose of this project is to rehabilitate approximately 4000 linear feet of shoreline at Kiwanis Park and 750 linear feet of shoreline at Papago Park. This project also entails evaluating the existing lake fishing ramada's and existing pump stations at Kiwanis Park. The shoreline improvements at Papago Park will be designed to prevent further erosion. Kimley-Horn will provide final construction documents for the design and rehabilitation of the existing sidewalk and existing retaining wall at Kiwanis Park. Special attention will be given to preserve storm and irrigation inlet and outlets that may run through the existing shoreline retaining walls. It is assumed the shoreline improvements will meet the City and AZ Game and Fish requirements. The design of the existing fishing ramada(s) at Kiwanis Park not included in the scope of work can be accomplished under additional services. Rehabilitating Papago Park's shoreline is to be completed in 2016-2017 within a budget of \$85,000. Rehabilitating Kiwanis Park lake edge, sidewalk and fishing ramada(s) is to begin in 2017-18 within a budget of \$1,423,000.

Enclosed is our proposal for developing plans, specifications, and estimate of probable costs for the Lake Edge Improvements – Kiwanis Park & Papago Park design for \$209,093. Documentation of the scope of services and derivation of the fees is attached.

The anticipated contract duration is 337 calendar days.

Please contact me at (602) 619-5664 or brett.stroup@kimley-horn.com should you have any questions.

Sincerely,



Brett M. Stroup, P.E.
Project Manager



David J. Leistiko, P.E.
Senior Vice President

SCOPE OF WORK

TEMPE PARKS LAKE EDGE IMPROVEMENTS – KIWANIS PARK & PAPAGO PARK PROJECT # 6307621

Introduction/Project Description

This document describes the scope of services the Kimley-Horn team (hereafter called the “CONSULTANT”) will provide to City of Tempe (hereafter called the “CITY”).

The CONSULTANT will provide final design documents for proposed improvements to Kiwanis Park lake edge in addition to an evaluation report of the existing conditions surrounding the lake edge.

The CONSULTANT shall perform the duties and functions required by the CITY to provide a complete, sealed, set of original construction plans and specifications (construction documents) for the lake edge improvements at Kiwanis Park and Papago Park. The project design includes the renovation of the lake edge and prevention of further erosion at Kiwanis Park and Papago Park. The project includes evaluation of the existing SRP canal inlet, lake pump station, overflow/backwash system, and existing fishing ramada’s at Kiwanis Park. The project also includes the design and details for aeration systems for both lakes. The CONSULTANT will provide final construction documents for the repair of the existing sidewalk and retaining wall along the shoreline at Kiwanis Park, as well as the repair and construction of erosion control measures along the shoreline at Papago Park. The CONSULTANT will provide an evaluation report for the existing utilities surrounding the lake (pump station, overflow/backwash system, SRP inlet & outlets), ADA compliancy of existing sidewalks and the existing fishing ramada’s surrounding Kiwanis lake. The CONSULTANT will provide final construction documents for aeration systems for both lakes. The CONSULTANT, with coordination with the CITY, will determine the United States Army Corps of Engineers jurisdictional limits of each lake to evaluate if a nationwide permit application is required to be filed for permit.

The plans, technical specifications, bid item numbers and opinion of probable cost are to be developed to CITY Standards. The CITY will be reviewing the entire design package, plans, specifications, and opinion of probable costs at the 30%, 60%, 90% and Final design submittals. Furthermore, the CITY will advertise the project for bid, open bids, and award and administer the construction contract.

Project Team

The project team consists of the following staff members and sub consultants:

Title/Task Lead	Staff/Sub Consultant
Project Manager	Kimley-Horn – Brett Stroup
Environmental	Kimley-Horn – Jennifer Tremayne
Landscape Architecture	Kimley-Horn – Adam Perillo
Utilities	Kimley-Horn – Robert Lyons
Structural	Kimley-Horn – Brett Stroup
QA/QC	Kimley-Horn – Dave Leistiko
Electrical	Kimley-Horn – Michael Colombo
Geotechnical	RAMM – Ken Ricker
Survey	RLF Consulting – Ryan Fidler
Aeration System	AQUA Engineering – Doug Macdonald

Design Standards

All applicable federal, state, county and local requirements will be followed in the design of this project. The applicable design standards include the following:

- City of Tempe Public Works Department, Engineering Design Criteria, Latest Revision.
- City of Tempe, Supplement to Maricopa Association of Governments Uniform Standard Details and Specifications for Public Works Construction, Latest Revision.
- City of Tempe, Public Works Department – Engineering Division Standard Landscape and Irrigations Details and Specifications, Latest Edition.
- City of Tempe, Utility Permit and Construction manual, Latest Revision.
- City of Tempe Zoning & Development Code.
- Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, Latest Revision.
- Maricopa Association of Governments Uniform Standard Details for Public Works Construction, Latest Revision.
- 2012 International Building Code with City of Tempe Amendments.

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Scope of Services

This section provides a summary of the CONSULTANT’s scope of services and assumptions in developing the fee proposal.

TASK 1 - PROJECT MEETINGS (\$5,292)

Stakeholder Meeting:

The CONSULTANT will attend and conduct one (1) stakeholder meeting, coordinated by the CITY, with project stakeholders. The CONSULTANT will develop an agenda, sign-in sheet, and provide a detailed design schedule and list of team members who will be involved in the project along with their phone numbers and e-mail addresses. Meeting notes will be prepared and distributed to the stakeholders and project team.

Project Kick-Off Meeting:

The CONSULTANT will coordinate, attend, and conduct one (1) project kick-off meeting with CITY staff and Park’s personnel. The CONSULTANT will develop an agenda, sign-in sheet, and provide a detailed design schedule and a list of the team members who will be involved in the project along with their phone numbers and e-mail addresses. Meeting notes will be prepared and distributed to project team.

Progress Meetings:

Up to three (3) progress meetings will be held through the final plan submittal. One (1) project walkthrough will be conducted as part of a normally scheduled progress meeting. It is anticipated that the walkthrough will occur after the kickoff meeting.

The CONSULTANT will prepare agendas and distribute meeting notes for each progress meeting within 5 days of each meeting, including action items to be reviewed and updated at each progress meeting.

Comment Resolution Meetings:

Comment resolution meetings will be held after CITY reviews the 30%, 60% and 90% Design Submittal. This scope includes up to three (3) comment resolution meetings.

The CONSULTANT will prepare an agenda and distribute meeting notes for the comment resolution meeting within 5 days of the meeting, including action items.

Pre-Bid Conference:

A pre-bid meeting will be held after CITY has approved the final plan submittal. This scope includes attendance to one (1) pre-bid meeting. The CITY will coordinate the Pre-Bid Conference and the

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CONSULTANT will attend to answer any questions and to take notes. The CONSULTANT will distribute conference notes for the pre-bid conference within 5 days of conference.

Deliverables:

- Meeting agenda notes, and forms for previously described meetings. (9 meetings)

TASK 2 - DATA COLLECTION & PROJECT MANAGEMENT (\$20,539)

- Visit the site to observe and document existing conditions.
- Collect readily available record documents of existing improvements.
- Coordinate topographic and bathymetric surveys within the project limits.
- Coordinate soil exploration boring samples by the Geotechnical Engineer sub consultant.
- Coordinate any available documents of existing utilities (Bluestake ticket) and to the level of ASCE Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data – Utility Quality Level C.
- General project management tasks such as project setup, invoicing, schedule maintenance and project documentation.
- Verify existing electrical panels and service points for aeration equipment
- Quality Control (QA/QC) Review
- Utility Coordination Letters & Coordinate with AZ Game and Fish

Deliverables:

- Project and schedule updates
- Monthly invoices

TASK 3 - TOPOGRAPHIC SURVEY (\$18,800)

The CONSULTANT will obtain topographic and bathymetric survey through a land surveyor and mapping solutions sub-consultant. See Appendix C for scope and fee.

Deliverables:

- The CONSULTANT will provide with topographic information as an ASCII comma-delimited file (*.txt) and provide the drawing in AutoCAD 2013 format (*.dwg).
- Electronic copies will be available for the CITY upon request.

TASK 4 - GEOTECHNICAL INVESTIGATIONS (\$11,944)

The CONSULTANT will obtain a project geotechnical investigation report through a geotechnical sub-consultant. See Appendix D for scope and fee.

Deliverables:

- Geotechnical Investigation Report

TASK 5 – SECTION 404 PERMITTING – KIWANIS PARK (\$19,221)**Prepare and Process Preliminary Jurisdictional Delineation (PJD) (\$4,446):**

The CONSULTANT will identify and establish boundaries for areas considered potential jurisdictional Waters of the U.S. (WOUS) under Section 404 of the Clean Water Act within the project site. The CONSULTANT will utilize methodology approved by the U.S. Army Corps of Engineers (Corps) for establishing the Ordinary High Water Mark (OHWM) for WOUS located within the project area. The Preliminary Jurisdictional Delineation (PJD) will be submitted to the Corps for concurrence with the proposed jurisdictional boundaries shown on aerial photography and documented in ground photography.

The task will include the following steps:

- Field reconnaissance to identify and establish boundaries of potential WOUS;
- Photographic and field note documentation of the establishment of the jurisdictional boundaries;
- Transfer of jurisdictional boundaries into GIS/CADD and overlay onto the aerial photography;
- Preparation of a technical memorandum that will document the methodology and results of the evaluation.

The CONSULTANT will submit this PJD package to the CITY for review and one (1) round of comments. The CONSULTANT will submit this PJD package to the Corps for review and two (2) rounds of comments. The CONSULTANT will provide the CITY the PJD in electronic form (GIS/CADD) to aid the CITY in site planning and avoiding impacts to WOUS.

Prepare and Process Section 404 Nationwide Permit (NWP) pre-construction Notification (PCN) (\$12,400):

The CONSULTANT will prepare a PCN package including the following:

- Cover letter
- Corps 4345 Form
- Nationwide Permit Compliance Table
- Vicinity Map
- USGS Quadrangle Map
- Impacts to Waters of the U.S.
- Cross Section: Impacts to Water of the U.S.
- Biological evaluation discussion (does not include standalone Biological Assessment/Evaluation Report)
- Cultural Resources Survey completed under separate task below will be an attachment to the application

The CONSULTANT will notify the Corps and prepare a PCN package if the amount of fill within the WOUS is greater than 0.10 AC and less than 0.50 AC. The CONSULTANT will submit this PCN package to the CITY for review and one (1) round of comments. The CONSULTANT will submit this PCN package to the Corps for review and two (2) rounds of comments.

Class I Cultural Resources Survey (\$2,375):

As a sub-consultant to the CONSULTANT, PaleoWest will examine records in the Arizona State Museum's (ASM) online AZSITE database to determine the location of any previously conducted archaeological projects or previously recorded archaeological sites within a one-mile radius of the project area. Government Land Office (GLO) maps housed at the BLM will also be consulted to evaluate the possible presence and location of historic Euro-American features. The National Register Information Database will also be consulted to evaluate if National Register-listed properties are present within or adjacent to the project area.

PaleoWest will prepare a report that meets all ASM and State Historic Preservation Office (SHPO) standards. The report will include a review of the project area's environmental setting, the results of the literature review, and recommendations for a Class III pedestrian survey or full archaeological clearance. PaleoWest will submit this draft report to the CITY for review and consult with the CITY on the results of the records search. PaleoWest will also prepare draft consultation letters for Section 106 compliance, once the draft report is completed. See Appendix E for scope and fee from PaleoWest.

Deliverables:

- Kiwanis Park – PJD application package, NWP PCN application package, Class I Cultural Resources Survey

TASK 6 – SECTION 404 PERMITTING – PAPAGO PARK (\$19,241)**Prepare and Process Preliminary Jurisdictional Delineation (PJD) (\$4,446):**

The CONSULTANT will identify and establish boundaries for areas considered potential jurisdictional Waters of the U.S. (WOUS) under Section 404 of the Clean Water Act within the project site. The CONSULTANT will utilize methodology approved by the U.S. Army Corps of Engineers (Corps) for establishing the Ordinary High Water Mark (OHWM) for WOUS located within the project area. The Preliminary Jurisdictional Delineation (PJD) will be submitted to the Corps for concurrence with the proposed jurisdictional boundaries shown on aerial photography and documented in ground photography.

The task will include the following steps:

- Field reconnaissance to identify and establish boundaries of potential WOUS;

- Photographic and field note documentation of the establishment of the jurisdictional boundaries;
- Transfer of jurisdictional boundaries into GIS/CADD and overlay onto the aerial photography;
- Preparation of a technical memorandum that will document the methodology and results of the evaluation.

The CONSULTANT will submit this PJD package to the CITY for review and one (1) round of comments. The CONSULTANT will submit this PJD package to the Corps for review and two (2) rounds of comments. The CONSULTANT will provide the CITY the PJD in electronic form (GIS/CADD) to aid the CITY in site planning and avoiding impacts to WOUS.

Prepare and Process Section 404 Nationwide Permit (NWP) pre-construction Notification (PCN) (\$12,400):

The CONSULTANT will prepare a PCN package including the following:

- Cover letter
- Corps 4345 Form
- Nationwide Permit Compliance Table
- Vicinity Map
- USGS Quadrangle Map
- Impacts to Waters of the U.S.
- Cross Section: Impacts to Water of the U.S.
- Biological evaluation discussion (does not include standalone Biological Assessment/Evaluation Report)
- Cultural Resources Survey completed under separate task below will be an attachment to the application

The CONSULTANT will notify the Corps and prepare a PCN package if the amount of fill within the WOUS is greater than 0.10 AC and less than 0.50 AC. The CONSULTANT will notify the Corps and prepare a separate individual pre-construction notification, not included within this scope, if the amount of fill within the WOUS is greater than 0.50 AC. The CONSULTANT will submit this PCN package to the CITY for review and one (1) round of comments. The CONSULTANT will submit this PCN package to the Corps for review and two (2) rounds of comments.

Class I Cultural Resources Survey (\$2,395):

As a sub-consultant to the CONSULTANT, PaleoWest will examine the AZSITE database, which includes records from the Arizona State Museum (ASM) and Arizona State University, and archaeological project and site records on file at the City of Phoenix (COP) Archaeological Office. This search will be conducted to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within a 1-mile radius of the project area. Government Land Office (GLO)

maps housed at the Bureau of Land Management (BLM) and historic-age USGS quadrangle maps will also be consulted to evaluate the possible presence and location of historic features within the project area. The National Register Information Database will also be reviewed to identify historic properties in or near the project area.

PaleoWest will prepare a Class I survey report that meets ASM, COP, and SHPO standards and the requirements for Section 106 consultation. The report will include an overview of the project, the results of the literature review, an evaluation of whether historic properties are likely to be present within the project area, and recommendations for either further work or full archaeological clearance.

Deliverables:

- Kiwanis Park – PJD application package, NWP PCN application package, Class I Cultural Resources Survey

TASK 7 – EXISTING CONDITIONS EVALUATION REPORT (\$12,528)

The CONSULTANT will prepare an evaluation report describing the existing conditions surrounding the lake. Included in the evaluation report shall be items related to the existing utilities (pump station, overflow/backwash system, SRP inlet & outlets) and existing fishing ramada's.

Utilities:

The CONSULTANT shall prepare detailed evaluation report of the existing utilities (pump station, SRP Inlet, overflow/backwash) pertaining to the lake at Kiwanis Park. The CONSULTANT will review as-built and record drawings where available for the pump station, SRP Inlet, and overflow/backwash. The site evaluation will be limited to observable metrics based on instrumentation available at the site. These metrics may include pressure, flow, voltage, amperage, and power factor. Other observable items that will be evaluated are the conditions of the pumps, tanks, chemical feeds (if any), valves, piping, pipe supports, controls, and electrical system. The Engineer will coordinate with the plant operator for information relating to how the pump station is operating and whether specific improvements need to be made to keep the pump station operating efficiently and reliably. The evaluation will not include testing of existing equipment. The CONSULTANT will hold up to one meeting with SRP irrigation and the CITY to understand the following:

- Inlet to the lake location.
- Operational limits of the SRP feed between the canal and the lake inlet.
- Metering facilities, if any, between the canal and lake that may be impacted by the proposed improvements.
- Impacts to the lake inlet and restoration of the lake inlet.

Fishing Ramada's:

The CONSULTANT shall prepare a detailed evaluation, based on visual observations, of the existing fishing ramada's located around the lake at Kiwanis Park. The CONSULTANT will review as-builts and record drawings when available. Exhibits, detailing the existing condition of each fishing ramada, and a summary of the existing fishing ramada's will be included in the evaluation report.

Recommendations for fishing ramada repair or replacement will be provided in the evaluation report. No observations or assessment of the fishing ramada foundations will be completed.

The CONSULTANT will prepare an evaluation report including the following:

- Site description
- Site photographs
- Existing topographic evaluation discussion and mitigation proposal
- Existing utilities (pump station, SRP Inlet, overflow/backwash) evaluation discussion and mitigation proposal
- Existing fishing ramada's evaluation discussion and mitigation proposal

Deliverables:

- Kiwanis Park – Shoreline ADA compliancy, Utilities and Fishing Ramada's Evaluation Report.

TASK 8 – PLANT INVENTORY AND SALVAGE (\$3,830)

The CONSULTANT will prepare detailed inventory and salvage report of the existing vegetation along the shoreline at Papago Park. The CONSULTANT will provide an existing plant inventory plan identifying all existing trees 4" caliper or larger, and all cacti and native plants larger than 3 feet within 10 feet of the limits of construction. The inventory plan will identify the location of each plant identified and a table with the following information about each plant species: common and botanical name, height and width, caliper size, condition, viability, and recommendations for protection, salvage or transplant based on the site plan and according to Arizona Department of Agriculture Standards. The CONSULTANT will prepare the required Notice of Intent to Clear Land to be submitted to the Arizona Department of Agriculture.

Deliverables:

- Papago Park Plant Inventory and Salvage Plan

TASK 9 - CONSTRUCTION DOCUMENTS (\$80,533)

The CONSULTANT will prepare construction plans for Kiwanis Park and Papago Park in sufficient detail for low-bid project delivery. The design will be developed in accordance to CITY standards. The CONSULTANT will provide a maximum of 5 design cross sections with associated quantities and costs for the lake edge repair and shoreline rehabilitation at Kiwanis Park. The Consultant will prepare electrical plans for the addition of the aeration equipment. The CONSULTANT will provide a maximum of 2 design cross sections for the lake edge repair and shoreline rehabilitation at Papago Park. The CONSULTANT will prepare plans to include general notes and sufficient details for Kiwanis Park and Papago Park. An estimated sheet index as follows:

Kiwanis Park:

- Sheet 1: Cover Sheet
- Sheet 2: General Notes & Quantities
- Sheet 3: General Plan 1 of 3
- Sheet 4: General Plan 2 of 3
- Sheet 5: General Plan 3 of 3
- Sheet 6: Typical Sections and Details 1 of 2
- Sheet 7: Typical Sections and Details 2 of 2
- Sheet 8: Pump Station Enclosure Modification Details
- Sheet 9: Electrical – Symbols, Abbreviations & General Notes
- Sheet 10: Electrical – Conduit Schedule & Single Line Diagram
- Sheet 11: Electrical – Pump Electrical Plan
- Sheet 12: Electrical - Details
- Sheet 13: Construction Phasing Plan 1 of 3
- Sheet 14: Construction Phasing Plan 2 of 3
- Sheet 15: Construction Phasing Plan 3 of 3

Papago Park:

- Sheet 1: Cover Sheet
- Sheet 2: General Notes & Quantities
- Sheet 3: General Plan 1 of 2
- Sheet 4: General Plan 2 of 2
- Sheet 5: Typical Sections and Details 1 of 2
- Sheet 6: Typical Sections and Details 2 of 2
- Sheet 7: Plant Inventory and Salvage Plan

- Sheet 8: Landscape Plan
- Sheet 9: Electrical – Symbols, Abbreviations & General Notes
- Sheet 10: Electrical – Conduit Schedule & Single Line Diagram
- Sheet 11: Electrical – Pump Electrical Plan
- Sheet 12: Electrical - Details

The CONSULTANT shall provide plans at the 30%, 60%, Pre-Final (90%) Design Submittal and Final/Sealed Design Submittal. The CONSULTANT shall provide technical specifications and opinion of probable costs at the 60%, Pre-Final (90%) Design Submittal and Final/Sealed Design Submittal. Three round of comments on the 30%, 60% and 90% Design Submittal is included in this task.

Deliverables:

- One (1) full size (22" x 34" bond) plan set & PDF (30%, 60%, 90% & Final)
- One (1) half size (11" x 17" bond) plan set & PDF (30%, 60%, 90% & Final)
- One (1) copy of technical specifications (PDF) (60%, 90% & Final)
- One (1) copy of Opinion of Probable Cost (PDF) (60%, 90% & Final)
- One (1) copy of the CITY review redline comments (PDF) (60%, 90% & Final)
- One (1) copy of Comment Resolutions (PDF) (60%, 90% & Final)
- One (1) full size (22" x 34" Mylar, 3-mil minimum) plan set (Final)
- Final Plans (AutoCAD or compatible files)

TASK 10 – AERATION DESIGN (\$11,775)

The CONSULTANT will obtain a new lake bed mechanical aeration system design through an engineering sub-consultant. See Appendix F for scope and fee.

Deliverables:

- Aeration Layout Plans and Design

TASK 11 - ALLOWANCES (\$5,000)

The CONSULTANT may require field investigations of existing utilities or retaining walls by excavation/site investigation. Scope of work allowance assumes a maximum of 4 excavations/site investigations requiring surface restoration and slurry/pea gravel backfill.

SCHEDULE

Below is the proposed project schedule. This schedule assumes an NTP date of 2/2/17. The CONSULTANT will update the schedule on an as-needed basis with the CITYs PM approval. A detailed Microsoft Project schedule is attached in this proposal.

Proposed Design Schedule

Date	Milestone
2/2/17	NTP – Project Kickoff
3/17/17	Survey Completed (6-week duration)
3/17/17	Geotechnical Evaluation Completed (6-week duration)
3/31/17	Progress Meeting
4/21/17	30% Const. Documents Submitted; Existing Conditions Evaluation Report
3 weeks	CITY Review
5/19/17	Comment Resolution Meeting
6/16/17	Progress Meeting
6/30/17	60% Const. Documents Submitted
3 weeks	CITY Review
7/28/17	Comment Resolution Meeting
8/18/17	Progress Meeting
8/25/17	Pre-Final (90%) Const. Documents Submitted
3 weeks	CITY Review
9/22/17	Comment Resolution Meeting
10/13/17	Final (Sealed) Const. Documents
1/5/18	Obtain 404 Permitting

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ASSUMPTIONS

The following assumptions are used as a basis for this scope and fee:

- Kiwanis Park lake edge shall be repaired in accordance with Game and Fish Department’s recommendations for wildlife control via coordination with the CITY.
- Construction shall be scheduled in winter months (November – February)
- Retaining wall re-construction will not be required at Kiwanis Park. Lake edge repairs will include repairs to face and top of retaining wall, but full replacement is not anticipated.
- Spot repairs for sidewalks at Kiwanis Park will be identified on the plans as they are an integral part of the repair of the existing shoreline.
- Kiwanis Lake water level shall be lowered for construction but not entirely drained. Limits of lake water level for construction shall be determined with this project/scope.
- Papago Lake water level shall be drained for construction.
- Existing electrical panels have sufficient capacity for the new aeration equipment and a load study is not included in this scope of work.
- Lake lining not included in the design and construction of the lake edge improvements
- Stakeholders:
 - City of Tempe
 - Engineering Department
 - Parks Department
 - Recreations Department
 - Boat Rental/Concessions Group
 - AZ Game and Fish
 - SRP

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BUDGET SUMMARY

(See Appendix B for Detailed Summary)

Task 1 – Project Meetings	\$5,292
Task 2 – Data Collection & Project Management	\$20,539
Task 3 – Topographic Survey	\$18,800
Task 4 – Geotechnical Investigations	\$11,944
Task 5 – Section 404 Permitting – Kiwanis Park	\$19,221
Task 6 – Section 404 Permitting – Papago Park	\$19,241
Task 7 – Existing Conditions Evaluation Report	\$12,528
Task 8 – Plant Inventory and Salvage	\$3,830
Task 9 – Construction Documents	\$80,531
Task 10 – Aeration Design	\$11,775
Total Base Lump Sum Fee:	\$203,701
Task 8 (Allowance) – Additional Site Investigations	\$5,000
Total Allowance Fee:	\$5,000
Direct Expenses– Document Reproduction	\$392
Total Allowance Fee:	\$392
Total Contract:	\$209,093

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ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Retaining Wall Excavations/Site Investigations (above \$5,000 allowance)
- Landscape Irrigation
- Utility Relocation Design
- Storm Drain Design
- Construction Administration
- Any Offsite Work
- Assessment of docks appointed by Parks and the City (Concessioner Dock and Northwest Dock)
- Final Design of Fishing Ramada Repair or Replacement
- Existing electrical equipment load study

QA/QC

The CONSULTANT provides a quality control plan within each project work plan. It identifies the quality control steps during the project and includes specifics about who, what, and when for each QC step. For this project, Dave Leistiko is appointed as QA/QC manager, as he has over 23 years of engineering and construction experience. Dave will be reviewing project documents prior to submittals.

APPENDIX B

**City of Tempe - Kiwanis Park & Papago Park
Lake Edge Improvements - 6307621**



DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest \$1)

KIMLEY-HORN DESIGN BASE FEE

<u>CLASSIFICATION</u>	<u>PERSON HOURS</u>	<u>BILLING RATE/HOUR</u>	<u>TOTAL</u>
Project Manager	94	\$ 180.67	\$ 16,893
Senior Engineer	208	\$ 180.67	\$ 37,579
Engr/Designer	145	\$ 164.27	\$ 23,819
Technician/Drafter	104	\$ 111.96	\$ 11,644
Analyst	727	\$ 87.86	\$ 63,874
Admin	37	\$ 70.33	\$ 2,603
	1,315 Hours		

Subtotal Kimley-Horn Design Base Fee \$ 156,412

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

<u>Firm</u>	<u>Cost</u>	<u>Compensation Method</u>
RLF Consulting, LLC (Survey)	\$ 18,800	
RAMM (Geotech Investigations)	\$ 11,944	
PaleoWest	\$ 4,770	
Aqua Engineering	\$ 11,775	
	Subtotal Estimated Outside Services	\$ 47,289

ALLOWANCES

Additional Site Investigations	\$ 5,000	
Permitting Support	\$ -	
	Subtotal Kimley-Horn Design Allowances	\$ 5,000

ESTIMATED DIRECT EXPENSES

(Listed By Item At Estimated Actual Cost - NO MARKUP)

Meals	\$ -	
Mileage (personal vehicle)	\$ -	
Vehicle Rental/Van & Gass	\$ -	
Plotting	\$ 392	
Miscellaneous Expenses	\$ -	
	Subtotal Estimated Expenses	\$ 392

TOTAL PROJECT COST

\$ 209,093

CONTRACT TIME 337 Calendar Days

Consultant Firm Signature

Date

BBJ
11/23/16

APPENDIX B

City of Tempe - Kiwanis Park & Papago Park
 Lake Edge Improvements - 6307621
 DESIGN BASE FEE



ESTIMATED STAFF HOURS

TASK	Scale	No Shts	PM	Sr Engr.	Engr/Design	Tech	Analyst	Admin	Total	Cost
			\$ 180.67	\$ 180.67	\$ 164.27	\$ 111.96	\$ 87.86	\$ 70.33		1.00
Task 1 Project Meetings										
1	Stakeholder Meeting	N/A	N/A	2		2			4	\$ 690
2	Project Kickoff Meeting	N/A	N/A	2		2			4	\$ 690
3	Progress Meetings	N/A	N/A	6			6		12	\$ 1,611
4	Comment Resolution Meetings	N/A	N/A	6			6		12	\$ 1,611
5	Pre-Bid Conference	N/A	N/A	2		2			4	\$ 690
									-	\$ -
Subtotal Task 1 Project Meetings				18	6		12		36	\$ 5,292
Task 2 Data Collection & PM										
1	Visit Site, Pictures, Video, Document Existing Conditions	N/A	N/A			12		12	24	\$ 3,026
2	Collect and Analyze Record Documents	N/A	N/A			2		4	6	\$ 680
3	Coordinate Survey with project limits	N/A	N/A	3		1			4	\$ 706
4	Coordinate Soil Exploration with Geotech	N/A	N/A	6		1			7	\$ 1,248
5	Coordinate existing utilities	N/A	N/A			12		6	20	\$ 2,639
6	Coordinate Aeration system	N/A	N/A	6		1			7	\$ 1,248
7	General Project Management	N/A	N/A	32				6	38	\$ 6,203
8	Storm Drain as-builts and drainage report	N/A	N/A			3		10	13	\$ 1,371
9	QC Plans, Specifications & OPC	N/A	N/A		12				12	\$ 2,168
10	Coordinate with Game & Fish	N/A	N/A	6		1			7	\$ 1,248
									-	\$ -
Subtotal Task 2 Data Collection & PM				53	12	16		32	88	\$ 20,539
Task 3 Topographic Survey										
1	Obtain existing surface information for Kiwanis Park	N/A	N/A						-	\$ 14,300
2	Obtain existing surface information for Papago Park	N/A	N/A						-	\$ 4,500
									-	\$ -
Subtotal Task 3 Topographic Survey										\$ 18,800
Task 4 Geotechnical Investigations										
1	Obtain Geotechnical Evaluation for Kiwanis Park & Papago Park	N/A	N/A						-	\$ 11,944
									-	\$ -
Subtotal Task 4 Geotechnical Investigations										\$ 11,944
Task 5 Section 404 Permitting Kiwanis Park										
1	Prepare and Process PJD	N/A	N/A						-	\$ -
	Field Visit					5			5	\$ 1,459
	Prepared PJD application package					8		2	10	\$ 2,146
	Respond to 1 Round Client Comments					1			1	\$ 293
	Respond to 2 Rounds Corps Comments					2		1	3	\$ 544
2	Prepare and Process NWP PCN	N/A	N/A						-	\$ -
	Cover letter					2			2	\$ 432
	Corps 4345 Form					24			24	\$ 4,477
	Nationwide Permit Compliance Table					2			2	\$ 432
	Impacts to Waters of the U.S.					2			2	\$ 921
	Cross Section: Impacts to Water of the U.S.					2			2	\$ 697
	Biological evaluation discussion					20			20	\$ 3,725
	Respond to 1 Round Client Comments					1			1	\$ 587
	Respond to 2 Rounds Corps Comments					4			4	\$ 1,129
3	Class I Cultural Resources Survey (PaleoWest)	N/A	N/A						-	\$ 2,375
									-	\$ -
Subtotal Task 5 Section 404 Permitting Kiwanis Park				73		27			109	\$ 16,845

BBJ
11/23/16

APPENDIX B

City of Tempe - Kiwanis Park & Papago Park
 Lake Edge Improvements - 6307621
 DESIGN BASE FEE



ESTIMATED STAFF HOURS

TASK		Scale	No Shts	PM	Sr. Engr	Engr/Design	Tech	Analyst	Admin	Total	Cost
Task 10 Aeration Design and Details											
1	Aqua Engineering	N/A	N/A							-	\$ 11,775
										-	\$ -
Subtotal Task 10 Aeration Design and Details										-	\$ 11,775
Task 11 Allowances											
1	Additional Site Investigations/Excavations	N/A	N/A							-	\$ 5,000
										-	\$ -
Subtotal Task 11 Allowances										-	\$ 5,000
Totals				94	208	145	104	727	37	1,315	\$ 156,412

BBJ
11/23/16



September 15, 2016

Project: **Kiwanis Park Lake**

Reference: **Design Topographic Survey**

Dear Brett,

RLF Consulting is pleased to submit this proposal for Land Surveying Services for the proposed site improvements situated within the City of Tempe, AZ Municipal jurisdiction.

Our scope and fee are based on the following assumptions:

- The lake is near Mill Avenue and All American Way, Tempe, AZ within a fully developed City park complex.
- RLF Consulting has extensive knowledge of surveying within the City of Tempe. Horizontal Datum will be based on the Arizona Coordinate System, 1983, Central Zone, scaled from a tangent plane method by a combined factor (grid-scale factor multiplied by elevation factor) of 1.00016 to achieve ground distances.
- All vertical datum will be expressed in NAVD88 per published benchmarks observed in the field.
- RLF will use traditional survey methodology along with underwater LIDAR/Sonar, and photogrammetric data to produce high precision 3D models to produce topographic mapping.
- RLF will produce a 3D point cloud of the subject terrain and all feature objects with an overall precision of 5mm per pixel. The client can extract geospatial data as needed from the 3D point cloud.
- RLF will produce a geo-referenced ortho-rectified aerial image with a GSD (Ground Sampling Distance) of 0.50 inch/pixel.

Topographic Survey:

Task 001 - Kiwanis Park Survey Requirements-

- Locate the limits of the existing concrete shelf that extends into the lake from the existing shoreline retaining wall as directed by the client.
- Perform bathymetric survey of the lake bottom sufficient to create a surface of the lake bed.
- Perform topographic survey from the shore line to the limits shown on the client provided aerial sketch.
- Perform underground utility locate of the areas shown on the client provided aerial sketch.

Mapping Requirements-

- Scale: 1 inch equals 40 feet or as specified.
- Spot elevations on paving or other hard surfaces shall be expressed to the nearest 0.01-foot.
- Boundary (record) and topographic information shall be shown on the same drawing.
- Boundary to be provided by client or obtained from record information.
- Provide the drawing in AutoCAD 2013 (or newer) format (*.dwg). Provide an electronic copy on CD ROM or DVD ROM.

BBJ
11/23/16

APPENDIX C



- Provide survey information as an ASCII comma-delimited file (*.txt). Provide an electronic copy on CD-ROM or DVD ROM. ASCII file to be in PNEZD (Point Number, Northing, Easting, Elevation, Description) format.
- Provide topographic "Surface" in drawing used to generate contours. Freeze "surface triangulation" layer prior to copying survey onto CD-ROM or DVD ROM.
- Provide Sealed and Signed hard copy of survey with a registered survey stamp as requested.

Proposed Fee

Task 001 (Kiwanis Park).....\$14,300

Total Fee.....\$14,300

Sincerely,

RLF CONSULTING, LLC

ACCEPTED BY:

By: _____

Printed Name and Title

Date

BBJ
11/23/16

APPENDIX C



September 15, 2016

Project: **Papago Park Lake**

Reference: **Design Topographic Survey**

Dear Brett,

RLF Consulting is pleased to submit this proposal for Land Surveying Services for the proposed site improvements situated within the City of Tempe, AZ Municipal jurisdiction.

Our scope and fee are based on the following assumptions:

- The lake is near Mill Avenue and All American Way, Tempe, AZ within a fully developed City park complex.
- RLF Consulting has extensive knowledge of surveying within the City of Tempe. Horizontal Datum will be based on the Arizona Coordinate System, 1983, Central Zone, scaled from a tangent plane method by a combined factor (grid-scale factor multiplied by elevation factor) of 1.00016 to achieve ground distances.
- All vertical datum will be expressed in NAVD88 per published benchmarks observed in the field.
- RLF will use traditional survey methodology along with underwater LIDAR/Sonar, and photogrammetric data to produce high precision 3D models to produce topographic mapping.
- RLF will produce a 3D point cloud of the subject terrain and all feature objects with an overall precision of 5mm per pixel. The client can extract geospatial data as needed from the 3D point cloud.
- RLF will produce a geo-referenced ortho-rectified aerial image with a GSD (Ground Sampling Distance) of 0.50 inch/pixel.

Topographic Survey:

Task 001 - Papago Park Survey Requirements-

- Locate the limits of the existing concrete shelf that extends into the lake from the existing shoreline retaining wall as directed by the client.
- Perform bathymetric survey of the lake bottom sufficient to create a surface of the lake bed.
- Perform topographic survey from the shore line to the limits shown on the client provided aerial sketch.
- Perform underground utility locate of the areas shown on the client provided aerial sketch.

Mapping Requirements-

- Scale: 1 inch equals 40 feet or as specified.
- Spot elevations on paving or other hard surfaces shall be expressed to the nearest 0.01-foot.
- Boundary (record) and topographic information shall be shown on the same drawing.
- Boundary to be provided by client or obtained from record information.
- Provide the drawing in AutoCAD 2013 (or newer) format (*.dwg). Provide an electronic copy on CD ROM or DVD ROM.

BBJ
11/23/16

APPENDIX C



- Provide survey information as an ASCII comma-delimited file (*.txt). Provide an electronic copy on CD-ROM or DVD ROM. ASCII file to be in PNEZD (Point Number, Northing, Easting, Elevation, Description) format.
- Provide topographic "Surface" in drawing used to generate contours. Freeze "surface triangulation" layer prior to copying survey onto CD-ROM or DVD ROM.
- Provide Sealed and Signed hard copy of survey with a registered survey stamp as requested.

Proposed Fee

Task 001.....\$4,500

Total Fee.....\$4,500

Sincerely,

RLF CONSULTING, LLC

By: _____

ACCEPTED BY:

Printed Name and Title

_____ Date

BBJ
11/23/14



RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.
Geotechnical Engineering • Construction Materials Testing

Kimley-Horn and Associates, Inc.
7740 North 16th Street, Suite 300
Phoenix, Arizona

February 4, 2016

Attention: Brett Stroup, P.E. (brett.stroup@kimley-horn.com)

Re: Proposal for Geotechnical Engineering Services
Concrete Lake Shoreline Evaluation
Kiwanis Park and Papago Park
Baseline Road and Ash Avenue and
Southwest Corner Curry Road and College Avenue
Tempe, Arizona

RAMM Proposal No. PG16146
Revised 9-15-16

Ricker, Atkinson, McBee, Morman & Associates, Inc. is pleased to submit this proposal to conduct Geotechnical Engineering Services for the above-referenced project.

If this proposal meets with your approval, please sign, date and return one copy of the enclosed Attachment "A", which outlines project description, our scope of services, completion time and fee to perform services.

If there are any questions regarding the proposed scope of work, please call. Thank you for considering our firm for this project.

Respectfully submitted,

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

Kenneth L. Ricker, P.E.

/dh

BBJ
11/23/16

APPENDIX D

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

ATTACHMENT "A" Proposal for Geotechnical Engineering Services **APPENDIX C**

For: Kimley-Horn and Associates, Inc.

RAMM Proposal No. PG16416, Revised 9-15-16

PROJECT: Concrete Lake Shoreline Evaluation Revised 9-15-16
Kiwanis Park and Papago Park
Baseline Road and Ash Avenue and
Southwest Corner Curry Road and College Avenue
Tempe, Arizona

DESCRIPTION:

The existing concrete shoreline is deteriorating with some areas of surface erosion behind the wall. The typical crosssections of the shoreline wall is unknown and needs to be evaluated.

SCOPE OF SERVICES:

1. Test borings/pits will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Six test borings/pits 3 to 15 feet in depth or prior refusal are proposed at Kiwanis Park in the shoreline area and three of the test borings/pits, location will be cored to determine the depth of the shoreline wall and to evaluate the condition of the concrete. In addition, three test borings/pits 3 to 5 feet in depth are proposed at Papago Park. Test borings/pits will be Blue Staked. Site access will be provided by you.
2. Laboratory analyses of representative samples will include:
 - Moisture Content and Dry Density
 - Concrete Compression
 - Soil Compression
 - Direct Shear
 - Swell
 - Minus No. 200 Sieve and Plasticity Index
 - Soluble Sulfate, Chloride
3. The field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.
4. An Engineer's report will be provided presenting the results of the field and laboratory testing and recommendations for shoreline repair and support including recommendations for spread footings, drilled shafts and retaining walls, site grading and preparation procedures and concrete durability parameters.

BBJ
11/23/16

APPENDIX D

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: Kimley-Horn and Associates, Inc.

RAMM Proposal No. PG16416, Revised 9-15-16

PROJECT: Concrete Lake Shoreline Evaluation Revised 9-15-16
Kiwanis Park and Papago Park
Baseline Road and Ash Avenue and
Southwest Corner Curry Road and College Avenue
Tempe, Arizona

COMPLETION TIME:

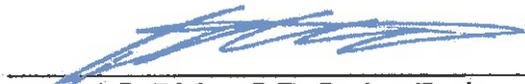
Final report approximately 3 to 4 weeks after authorized to proceed.

FEE: \$ 11,944.00, (See attached for breakdown of fees)

The undersigned agrees to the forgoing Scope and Fee.

RICKER • ATKINSON • MCBEE • MORMAN & ASSOCIATES, INC.

By: _____


Kenneth L. Ricker, P.E., Project Engineer

Client: _____

By: _____

Date: _____

BBJ
11/23/16

APPENDIX D

**Breakdown of Fees
Concrete Lake Shoreline Evaluation
Revised 9-15-16**

**Kiwanis Park and Papago Park
Based on Current City of Tempe
"On-Call Material Testing for Schedule"**

FIGURES ROUNDED TO THE NEAREST DOLLAR

Geotechnical Field Explorations & Review

	Units	Rate	Fee
Project Manager	5 Hr.	\$85.00	\$425
Senior Engineering Technician	33 Hr.	\$50.00	\$1,650
Wildcat Drilling, Inc. (cost + 10%)	24 Hr.	\$130.00 (+10%)	\$3,432
Penhall Concrete Coring, Inc. (cost + 10%)	5 Hr.	\$100.00 (+10%)	\$550
		Total	\$6,057

Laboratory Testing

Dry Density & Water Content (undisturbed Sample)	36 ea	\$15.00	\$540
Direct Shear	4 ea	\$165.00	\$660
Consolidation	2 ea	\$160.00	\$320
Swell	9 ea	\$65.00	\$585
Minus No. 200	9 ea	\$50.00	\$450
Plasticity Index (dry prep)	9 ea	\$85.00	\$765
Soluble Sulfate & Chlorides	9 ea	\$40.00	\$360
Compressive Strength of Concrete Cores (0-6")	3 ea	\$24.00	\$72
Concrete Core Thickness	3 ea	\$10.00	\$30
Concrete Trimming (0-6")	3 ea	\$5.00	\$15
		Total	\$3,797

Geotechnical Engineering Analysis & Report

Project Manager	14 Hr.	\$85.00	\$1,190
Project Geologist	10 Hr.	\$50.00	\$500
Clerical/Administrative	10 Hr.	\$40.00	\$400
		Total	\$2,090

\$11,944


Ricker Atkinson McBee Morman & Associates, Inc.

9/15/2016
DATE

RBJ
11/23/16

SCOPE OF WORK

The scope of work proposed herein by PaleoWest Archaeology is for preparing a Class I survey for the Kiwanis Shoreline Project in Tempe, Arizona. The project is subject to compliance with Section 106 of the National Historic Preservation Act and consists of replacing a retaining wall around Kiwanis Lake. The project limits have a maximum dimension of approximately 1,600-feet long by 850-feet wide. A cursory review of AZSITE revealed that the project area has not been previously surveyed for cultural resources. However, the entire project area is completely developed and landscaped. Kiwanis Park was first developed in 1972 and the presence of historic buildings, structures, or features is extremely low. Therefore, a Class I survey is recommended to satisfy Section 106 compliance.

Task 1. Literature Review. PaleoWest will examine records in the Arizona State Museum's (ASM) online AZSITE database to determine the location of any previously conducted archaeological projects or previously recorded archaeological sites within a one-mile radius of the project area. Government Land Office (GLO) maps housed at the BLM will also be consulted to evaluate the possible presence and location of historic Euro-American features. The National Register Information Database will also be consulted to evaluate if National Register-listed properties are present within or adjacent to the project area.

Task 2. Report and Consultation Letter Preparation. PaleoWest will prepare a report that meets all ASM and State Historic Preservation Office (SHPO) standards. The report will include a review of the project area's environmental setting, the results of the literature review, and recommendations for a Class III pedestrian survey or full archaeological clearance. PaleoWest will submit this draft report to the client for review and consult with the client on the results of the records search. PaleoWest will also prepare draft consultation letters for Section 106 compliance, once the draft report is completed.

COST, SCHEDULE, AND TERMS

The fee for completing the tasks described above will be **\$2,375**, payable on a fixed-fee basis upon submittal of the draft report. Included in this fee are all labor and direct expenses expected to be necessary to complete the literature review, Class I survey report, and draft consultation letters. Upon receipt of a notice to proceed, the draft report can be submitted within two weeks. This fee includes one round of revisions to the draft report. If additional revisions are required, or if there is a change in the scope of work, PaleoWest will request a cost modification to cover additional reporting labor charges.

BBJ
11/23/16



Scope of Work

The scope of work proposed herein by PaleoWest Archaeology is for conducting a Class I cultural resources survey of approximately 0.5 acre at Papago Park in Phoenix, Arizona. The project consists of filling in approximately 15 feet of the perimeter of an existing park lake. The lake and its vicinity are entirely developed and disturbed. While the project area has not been previously surveyed, a Class III survey is not recommended, given the extensive disturbances. A Class I survey is recommended to comply with Section 106 of the National Historic Preservation Act. Two tasks are proposed to achieve cultural resources compliance.

Task 1: Class I Literature Review.

PaleoWest will examine the AZSITE database, which includes records from the Arizona State Museum (ASM) and Arizona State University, and archaeological project and site records on file at the City of Phoenix (COP) Archaeological Office. This search will be conducted to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within a 1-mile radius of the project area. Government Land Office (GLO) maps housed at the Bureau of Land Management (BLM) and historic-age USGS quadrangle maps will also be consulted to evaluate the possible presence and location of historic features within the project area. The National Register Information Database will also be reviewed to identify historic properties in or near the project area.

Task 2: Report Preparation.

PaleoWest will prepare a Class I survey report that meets ASM, COP, and SHPO standards and the requirements for Section 106 consultation. The report will include an overview of the project, the results of the literature review, an evaluation of whether historic properties are likely to be present within the project area, and recommendations for either further work or full archaeological clearance.

Cost, Schedule, and Terms

The professional fee for completing the tasks described above will be \$2,395, payable on a fixed-fee basis upon submittal of the draft report. Upon receipt of notice to proceed, the draft report can be submitted within two weeks.



11022 South 51st Street
Suite 104
Phoenix, AZ 85044
480.222.0360 office
www.aquaengineering.com

September 26, 2016

Mr. Brett Stroup
Kimley-Horn & Associates
7740 North 16th Street, Suite 300
Phoenix, AZ 85020

**RE: Kiwanis Park Lake Aeration Systems Design – REV1
Tempe, Arizona**

Brett,

We are pleased to submit this REVISED Proposal for Design & Engineering Services for the Kiwanis Park Lake Aeration System Design in Tempe, Arizona. Our proposal is based on our site meeting with you on 9/20/16 and our follow-up email correspondence.

The defined Scope of Work to be performed and our proposed Fees to be charged are described in Exhibits A and B, respectively. If you wish to contract our services, please attach this proposal to your standard Sub-consultant Task Order agreement and return to Aqua Engineering for review and signature.

When we receive the executed Agreement from you, we will confer with you about the schedule. Our ability to meet the agreed upon schedule is dependent on timely receipt of the information noted in our proposal. Please note that our fee is subject to review if this agreement is not executed within 180 days.

Please contact us with any questions you may have. We look forward to our work with you.

Respectfully submitted,

Douglas G. Macdonald, FASIC, LEED® AP BD+C
Principal

BBJ
11/23/16

APPENDIX F

PROJECT DESCRIPTION

The proposed scope of services to be provided by Aqua Engineering for this project include a new lake bed mechanical aeration system design at the existing Kiwanis Park lake in Tempe, Arizona. Post-design and Construction Observation services for the items associated with the lake bed mechanical aeration system are not included, and a separate proposal for those services will be provided upon client request.

It is anticipated that the water in the lake feature may only be partially drained to enable installation of the lake edge enhancements which will be designed by Kimley-Horn & Associates. It is our understanding that the lake is currently not lined with a synthetic liner, and lake liner enhancements are not included in this scope of work.

The lake bed mechanical aeration system is anticipated to include electrically operated compressors, balance valves for fine-tuning of air flow to diffusers, weighted aeration tubing, and diffuser modules to inject air at appropriate intervals around the lake bed in order to turn the water over a minimum of four times per day. The design of a perimeter recirculation system around the lake is not included in this scope of work.

It is our understanding that the electrical service and enclosure structure for the existing irrigation pumping system from the lake at Kiwanis Park will be modified to accommodate the new lake bed aeration system, and those structural, architectural and electrical modifications will be designed by other sub-consultants to Kimley-Horn & Associates; this will be coordinated during the design process.

Renovations to the existing irrigation systems at this site will be designed by Kimley-Horn & Associates, and are not included in this scope of work.

BBJ
11/23/16

APPENDIX F

EXHIBIT A

SCOPE-OF-WORK:

DESIGN AND ENGINEERING SERVICES

We are pleased to submit the following scope of work and fee proposal for design and engineering services related to the construction of include new lake bed mechanical aeration systems at the existing Kiwanis Park Lake in Tempe, Arizona.

Task 1.0: Schematic Design Phase (30% Completion Level)

Includes the following services and deliverables:

Task 1.1 - Participate in one (1) Project Kick-off Meeting. Meet on-site with the Kimley-Horn team and City of Tempe representatives to review and discuss the existing lake system, obtain available project Record Drawings, identify potential lake bed mechanical aeration system strategies and options, and to discuss project goals and other pertinent issues related to this project.

Task 1.2 - Develop Anticipated Lake Turnover Requirements

- Provide calculations to determine the anticipated lake turnover requirements based on available Record Drawings. This information will be used to determine the anticipated sizing requirements for lake bed aeration system.
- Coordinate with City of Tempe and design team to coordinate anticipated enclosure location, electrical service requirements and electrical service point of connection lake bed aeration system.

Task 1.3 - Develop Schematic Design Diagram and Design Concept Memorandum

- The above information will be summarized in a Schematic Design Concept Memorandum format and an overall Schematic Design Diagram package for distribution to City of Tempe and design team representatives for review and comment prior to commencement of Design Development process

Task 2.0: Design Development Phase (60% Completion Level)

Includes the following services and deliverables:

Task 2.1 - Provide preliminary plans, details and specifications for the lake bed mechanical aeration system. This task will include the following:

- Coordinate with the project electrical engineer to determine location and size of electrical service connections for lake bed aeration mechanical system. Electrical services and components will be specified on electrical drawings.
- Coordinate with the project architect and landscape architect to determine location, size, and configuration of the enclosure for lake bed aeration mechanical system. Enclosure structural and architectural elements will be specified on architectural drawings.
- Preliminary routing of aeration system piping between the mechanical system enclosure and aeration diffuser locations in lake.
- Develop potential strategies for installation of aeration system equipment within the lake while partially filled.
- Preliminary Opinion of Probable Cost for lake bed aeration mechanical system.

Task 2.2 - Participate in one (1) Design Development Review and Cost Evaluation meeting with the City of Tempe and design team representatives during the Design Development process to review the Design Development documents prior to commencement of Construction Document phase.

APPENDIX F

Task 3.0: Construction Document Phase – (90% Review/Permitting & 100% Final Construction Documents)

Includes the following services and deliverables:

- Task 3.1 - Provide substantially completed plans, details and specifications for the lake bed mechanical aeration system. (90% completion level) for City of Tempe representatives review and permitting, and 100% complete Construction Documents at final design completion level for project bidding and construction. This task will include the following:
- Coordinate with the project electrical engineer to finalize location and size of electrical service connections for lake bed mechanical aeration system. Electrical services and components will be specified on electrical drawings.
 - Coordinate with the project architect and landscape architect to finalize location, size, and configuration of enclosure for lake bed mechanical aeration system. Enclosure structural and architectural elements will be specified on architectural drawings.
 - Final routing and sizing of aeration system piping between the mechanical system enclosure and aeration diffuser locations in the lakes.
 - Finalize strategies for installation of aeration system equipment within the lake while partially filled.
 - Updated Opinion of Probable Cost for lake bed aeration mechanical system at each submittal level.

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions have been made by Aqua Engineering relative to our scope of work and engineering services:

- Fees and submittal schedule will be based on the agreed to number of meetings, site visits, document submittals, and quantity of plan sheets prior to commencement of contract. If additional meetings, site visits, submittals and/or plan sheets are required, fees will be adjusted and submittal schedule will be revised accordingly.
- Base plans, planting plans, grading plans and hardscape plans will be provided by others in AutoCAD format for our use. Because changes in base information and/or lake design can significantly affect lake bed mechanical aeration system design and layout, any such changes will necessitate our charging additional fees. Therefore, the fees quoted presume these plans will be provided by the appropriate sub-consultants at a level of completion that corresponds with the current submittal level prior to beginning our work.
- Contact information for water, electrical, and other utility services will be provided by others for our coordination purposes. Water services will be coordinated with appropriate project civil and mechanical subconsultants; specifications and details will be shown on their plans. Electrical services for aeration system will be coordinated with appropriate project utility subconsultants; specifications and details will be shown on their plans. Irrigation and lake edge renovation design services
- Architectural and Structural design of a building, enclosure, or vault for lake bed mechanical aeration systems is not included. Aqua Engineering will assist with space planning for these elements within a building or enclosure that is specified and detailed by the project architectural and structural consultants.
- Geotechnical investigation or evaluation of existing conditions, if required, is not included in this scope of work; it is assumed that these services will be conducted by others and the results will be provided in writing for our review during the design process.

APPENDIX F

- Field surveying, site analysis of existing conditions, and design of lake edge and irrigation system demolition/salvage/renovation plans are not included in this scope of work. It is assumed that these services, if required, will be provided by project landscape architectural subconsultants; specifications and details will be shown on their plans.
- Fees for Aqua Engineering services and personnel will be valid through the end of the 2017 calendar year. Fees for Aqua Engineering services and personnel in 2018 and beyond will be subject to negotiation and increase on an annual basis effective the first day of each new calendar year.
- Assistance with Post-design and Construction Observation services, and Record Drawing development or documentation is not included in this scope of work. Aqua Engineering will provide a separate fee for these additional services upon request of the client.

APPENDIX F

EXHIBIT B
FEES:

DESIGN & ENGINEERING SERVICES

1.0: Schematic Design Phase (30% Completion Level)

Task 1.1 Project Kick-off Meeting (1 total)	\$ 525
Task 1.2 Anticipated Lake Turnover Calculations	\$ 600
Task 1.3 Schematic Design Diagram and Concept Memorandum	\$ 600
Subtotal Schematic Design (including expenses).....	\$ 1,725

2.0: Design Development Phase (60% Completion Level)

Task 2.1 Preliminary Lake Bed Mechanical Aeration System Design.....	\$ 2,310
Task 2.2 Design Development Review & Cost Meeting (1 total).....	\$ 525
Subtotal Design Development (including expenses)	\$ 1,890

3.0: Construction Document Phase (90% and Final Completion Levels)

Task 3.11 90% Lake Bed Mechanical Aeration System Design	\$ 2,310
Task 3.12 Final Lake Bed Mechanical Aeration System Design.....	\$ 670
Subtotal Construction Documents (including expenses).....	\$ 2,980

Total Design & Engineering Services \$ 6,595

**2016/2017 HOURLY RATES FOR ADDITIONAL WORK BEYOND SCOPE
AQUA ENGINEERING STAFF ONLY**

Personnel	Hourly Rates
Principal	\$ 135.00
Project Manager	\$ 130.00
Lead Designer	\$ 100.00
Project Engineer, Cad Specialist,, IT Manager	\$ 100.00
Administrative Staff	\$ 55.00



11022 South 51st Street
Suite 104
Phoenix, AZ 85044
480.222.0360 office
www.aquaengineering.com

September 26, 2016

Mr. Brett Stroup
Kimley-Horn & Associates
7740 North 16th Street, Suite 300
Phoenix, AZ 85020

**RE: Papago Park Lake Aeration Systems Design – REV1
Tempe, Arizona**

Brett,

We are pleased to submit this REVISED Proposal for Design & Engineering Services for the Papago Park Lake Aeration System Design in Tempe, Arizona. Our proposal is based on our site meeting with you on 9/20/16 and our follow-up email correspondence.

The defined Scope of Work to be performed and our proposed Fees to be charged are described in Exhibits A and B, respectively. If you wish to contract our services, please attach this proposal to your standard Sub-consultant Task Order agreement and return to Aqua Engineering for review and signature.

When we receive the executed Agreement from you, we will confer with you about the schedule. Our ability to meet the agreed upon schedule is dependent on timely receipt of the information noted in our proposal. Please note that our fee is subject to review if this agreement is not executed within 180 days.

Please contact us with any questions you may have. We look forward to our work with you.

Respectfully submitted,

Douglas G. Macdonald, FASIC, LEED® AP BD+C
Principal

BBJ
11/23/16

APPENDIX F

PROJECT DESCRIPTION

The proposed scope of services to be provided by Aqua Engineering for this project include a new lake bed mechanical aeration system design at the existing Papago Park lake in Tempe, Arizona. Post-design and Construction observation services for the items associated with the lake bed mechanical aeration system are not included, and a separate proposal for those services will be provided upon client request.

It is anticipated that the water in the lake feature will be fully drained to enable installation of the aeration system, as well as lake edge enhancements which will be designed by Kimley-Horn & Associates. It is our understanding that the lake is currently not lined with a synthetic liner, and lake liner enhancements are not included in this scope of work.

The lake bed mechanical aeration system is anticipated to include electrically operated compressors, balance valves for fine-tuning of air flow to diffusers, weighted aeration tubing, and diffuser modules to inject air at appropriate intervals around the lake bed in order to turn the water over a minimum of four times per day. The design of a perimeter recirculation system around the lake is not included in this scope of work.

It is our understanding that there is currently no existing irrigation pumping system from the lake at Papago Park, therefore a new enclosure structure and electrical service will be designed by other sub-consultants to Kimley-Horn & Associates to meet the needs of the lake bed mechanical aeration system; this will be coordinated during the design process.

Renovations to the existing irrigation systems at this site will be designed by Kimley-Horn & Associates, and are not included in this scope of work.

APPENDIX F

EXHIBIT A

SCOPE-OF-WORK:

DESIGN AND ENGINEERING SERVICES

We are pleased to submit the following scope of work and fee proposal for design and engineering services related to the construction of include new lake bed mechanical aeration systems at the existing Papago Park Lake in Tempe, Arizona.

Task 1.0: Schematic Design Phase (30% Completion Level)

Includes the following services and deliverables:

Task 1.1 - Participate in one (1) Project Kick-off Meeting. Meet on-site with the Kimley-Horn team and City of Tempe representatives to review and discuss the existing lake system, obtain available project Record Drawings, identify potential lake bed mechanical aeration system strategies and options, and to discuss project goals and other pertinent issues related to this project.

Task 1.2 - Develop Anticipated Lake Turnover Requirements

- Provide calculations to determine the anticipated lake turnover requirements based on available Record Drawings. This information will be used to determine the anticipated sizing requirements for lake bed aeration system.
- Coordinate with City of Tempe and design team to coordinate anticipated enclosure location, electrical service requirements and electrical service point of connection lake bed aeration system.

Task 1.3 - Develop Schematic Design Diagram and Design Concept Memorandum

- The above information will be summarized in a Schematic Design Concept Memorandum format and an overall Schematic Design Diagram package for distribution to City of Tempe and design team representatives for review and comment prior to commencement of Design Development process

Task 2.0: Design Development Phase (60% Completion Level)

Includes the following services and deliverables:

Task 2.1 - Provide preliminary plans, details and specifications for the lake bed mechanical aeration system. This task will include the following:

- Coordinate with the project electrical engineer to determine location and size of electrical service connections for lake bed aeration mechanical system. Electrical services and components will be specified on electrical drawings.
- Coordinate with the project architect and landscape architect to determine location, size, and configuration of the enclosure for lake bed aeration mechanical system. Enclosure structural and architectural elements will be specified on architectural drawings.
- Preliminary routing of aeration system piping between the mechanical system enclosure and aeration diffuser locations in lake.
- Preliminary Opinion of Probable Cost for lake bed aeration mechanical system.

Task 2.2 - Participate in one (1) Design Development Review and Cost Evaluation meeting with the City of Tempe and design team representatives during the Design Development process to review the Design Development documents prior to commencement of Construction Document phase.

APPENDIX F

Task 3.0: Construction Document Phase – (90% Review/Permitting & 100% Final Construction Documents)

Includes the following services and deliverables:

- Task 3.1 - Provide substantially completed plans, details and specifications for the lake bed mechanical aeration system. (90% completion level) for City of Tempe representatives review and permitting, and 100% complete Construction Documents at final design completion level for project bidding and construction. This task will include the following:
- Coordinate with the project electrical engineer to finalize location and size of electrical service connections for lake bed mechanical aeration system. Electrical services and components will be specified on electrical drawings.
 - Coordinate with the project architect and landscape architect to finalize location, size, and configuration of enclosure for lake bed mechanical aeration system. Enclosure structural and architectural elements will be specified on architectural drawings.
 - Final routing and sizing of aeration system piping between the mechanical system enclosure and aeration diffuser locations in the lakes.
 - Updated Opinion of Probable Cost for lake bed aeration mechanical system at each submittal level.

ASSUMPTIONS AND EXCLUSIONS

The following assumptions and exclusions have been made by Aqua Engineering relative to our scope of work and engineering services:

- Fees and submittal schedule will be based on the agreed to number of meetings, site visits, document submittals, and quantity of plan sheets prior to commencement of contract. If additional meetings, site visits, submittals and/or plan sheets are required, fees will be adjusted and submittal schedule will be revised accordingly.
- Base plans, planting plans, grading plans and hardscape plans will be provided by others in AutoCAD format for our use. Because changes in base information and/or lake design can significantly affect lake bed mechanical aeration system design and layout, any such changes will necessitate our charging additional fees. Therefore, the fees quoted presume these plans will be provided by the appropriate sub-consultants at a level of completion that corresponds with the current submittal level prior to beginning our work.
- Contact information for water, electrical, and other utility services will be provided by others for our coordination purposes. Water services will be coordinated with appropriate project civil and mechanical subconsultants; specifications and details will be shown on their plans. Electrical services for aeration system will be coordinated with appropriate project utility subconsultants; specifications and details will be shown on their plans. Irrigation and lake edge renovation design services
- Architectural and Structural design of a building, enclosure, or vault for lake bed mechanical aeration systems is not included. Aqua Engineering will assist with space planning for these elements within a building or enclosure that is specified and detailed by the project architectural and structural consultants.
- Geotechnical investigation or evaluation of existing conditions, if required, is not included in this scope of work; it is assumed that these services will be conducted by others and the results will be provided in writing for our review during the design process.
- Field surveying, site analysis of existing conditions, and design of lake edge and irrigation system demolition/salvage/renovation plans are not included in this scope of work. It is assumed that these services, if required, will be provided by project landscape architectural subconsultants; specifications and details will be shown on their plans.

APPENDIX F

- Fees for Aqua Engineering services and personnel will be valid through the end of the 2017 calendar year. Fees for Aqua Engineering services and personnel in 2018 and beyond will be subject to negotiation and increase on an annual basis effective the first day of each new calendar year.
- Assistance with Post-design and Construction Observation services, and Record Drawing development or documentation is not included in this scope of work. Aqua Engineering will provide a separate fee for these additional services upon request of the client.

APPENDIX F

EXHIBIT B
FEES:

DESIGN & ENGINEERING SERVICES

1.0: Schematic Design Phase (30% Completion Level)

Task 1.1 Project Kick-off Meeting (1 total)	\$ 390
Task 1.2 Anticipated Lake Turnover Calculations	\$ 400
Task 1.3 Schematic Design Diagram and Concept Memorandum	\$ 600
Subtotal Schematic Design (including expenses).....	\$ 1,390

2.0: Design Development Phase (60% Completion Level)

Task 2.1 Preliminary Lake Bed Mechanical Aeration System Design.....	\$ 1,500
Task 2.2 Design Development Review & Cost Meeting (1 total).....	\$ 390
Subtotal Design Development (including expenses)	\$ 1,890

3.0: Construction Document Phase (90% and Final Completion Levels)

Task 3.11 90% Lake Bed Mechanical Aeration System Design	\$ 1,500
Task 3.12 Final Lake Bed Mechanical Aeration System Design.....	\$ 400
Subtotal Construction Documents (including expenses).....	\$ 1,900

Total Design & Engineering Services \$ 5,180

**2016/2017 HOURLY RATES FOR ADDITIONAL WORK BEYOND SCOPE
AQUA ENGINEERING STAFF ONLY**

Personnel	Hourly Rates
Principal	\$ 135.00
Project Manager	\$ 130.00
Lead Designer	\$ 100.00
Project Engineer, Cad Specialist,, IT Manager	\$ 100.00
Administrative Staff	\$ 55.00

BBJ
11/23/16

EXHIBIT B
AFFIDAVIT DEMONSTRATING LAWFUL
PRESENCE IN THE UNITED STATES

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

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

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

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

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

Signature

Business/Company (if applicable)

Print Name

Address

Date: _____

City, State, Zip Code

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

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



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

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

Current copy of antidiscrimination policy attached

OR

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

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 _____

**Lake Edge Improvements – Kiwanis and Papago Parks
Project No. 6307621**

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 sub-consultants and subcontractors to have health insurance and to offer health insurance to their eligible dependents, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a 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 sub-consultants 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.