

Staff Summary Report

Council Meeting Date: 01/24/08

Agenda Item No. 32

SUBJECT: Request award of a construction contract to ELS Construction, Inc., request approval of a construction inspection services contract with AMEC Infrastructure, Inc., and approve a construction change order allowance for Rio Salado South Bank Multi-Use Path.

DOCUMENT NAME: 20080124PWDR01 RIO SALADO PARK (0706-32)
PROJECT NO. 60-996984

SUPPORTING DOCS: Yes

COMMENTS: Construction contract in the amount of \$1,195,273.05 with ELS Construction, Inc. (Base Bid + Add Alternate No. 3), construction inspection services contract in an amount not to exceed \$46,475 with AMEC Infrastructure Inc., both subject to execution of the final written contract, and a construction change order allowance in the amount of \$152,000.

PREPARED BY: TOM WILHITE, PRINCIPAL CIVIL ENGINEER (x2921)

REVIEWED BY: ANDY GOH, DEPUTY PW MANAGER/CITY ENGINEER (x8896)

LEGAL REVIEW STAFF SUMMARY ONLY: ANDREW CHING, CITY ATTORNEY (x8575)

FISCAL NOTE: Funding is available from three sources as follows: approximately \$46,000 from the Rio Salado Capital Improvement Fund Balance, \$249,000 from the Transit Capital Improvements Fund Balance, and \$1.1 million from appropriations in Capital Improvement Project No. 6984.

RECOMMENDATION: Award construction contract and approve construction inspection services contract and contingency amount.

ADDITIONAL INFO: This project will extend the linear park and pathway system in the Rio Salado area from Hardy Drive/Tempe Arts Center to Priest Drive. It will provide path linkages on the south bank to Priest and Hardy Drives, the Town Lake downstream dam, the Tempe Arts Center and other portions of the Town Lake and Rio Salado Park. The project involves creating a half-mile concrete, lighted and landscaped path.

Alternate No. 3 (Landmark at Priest Drive Plaza) consists of an artist supplied triangular shaped steel and fiberglass structure which will be placed at the Priest Drive concrete node connection of the multi-use path to the Priest Drive sidewalk.

On December 13, 2007, the following bids were received:

Contractor	Base Bid	Alternate #3	Total Bid
ELS Construction, Inc.	\$1,168,143.05	\$27,130.00	\$1,195,273.05

Blucor Contracting	\$1,243,500.50	\$30,205.00	\$1,273,705.50
PFG Construction, Inc.	\$1,320,330.27	\$ 7,824.24	\$1,328,154.51
Cal Wadsworth Construction	\$1,334,115.45	\$11,471.00	\$1,345,586.45
Krisdan Company	\$1,409,383.67	\$ 7,600.00	\$1,416,983.67
Tri-Com Corporation	\$1,431,509.99	\$30,517.00	\$1,462,026.99
FNF Construction	\$1,516,879.60	\$33,682.58	\$1,550,562.18
Nesbitt Contracting Co., Inc.	\$1,533,730.10	\$30,000.00	\$1,563,730.10
CJW Construction, Inc.	\$1,548,746.00	\$26,000.00	\$1,574,746.00
Visus Engineering, Inc.	\$1,560,000.00	\$25,000.00	\$1,585,000.00
SDB Contracting Services, Inc.	\$1,569,355.76	\$46,368.00	\$1,615,723.76
C S Construction, Inc.	\$1,600,679.30	\$31,000.00	\$1,631,679.30
AAA Landscape, dba Underwood Brothers Construction	\$1,661,199.07	\$28,741.00	\$1,689,940.07
Spire Engineering, LLC	\$1,765,309.80	\$40,000.00	\$1,805,309.80

The bid of ELS Construction, Inc. has been reviewed by staff and found to be in order. This award is conditioned upon execution of final written contract documents and approved submittals of any required payment bond, performance bond, ensure to insure affidavit, insurance certificates or other documents.

AMEC Infrastructure, Inc. was selected for construction inspection services from our Consultant Short List consistent with Arizona Revised Statutes. The not to exceed contract amount was negotiated by staff and is considered reasonable for the scope of services. This contract approval is conditioned upon execution of final written contract documents and approved submittals of any required ensure to insure affidavit, insurance certificates or other documents.

In addition, there will be a not to exceed fee of \$13,708 paid to Quality Testing and a not to exceed fee of \$6,500 paid to Ninyo & Moore for materials testing costs associated with this project. This is being paid through a previously approved, on-call contract for materials testing.

Approved by Glenn Kephart, Public Works Manager



CONTRACT

THIS AGREEMENT, made and entered into this 24th day of January, 2008, by and between the City of Tempe, a Municipal Corporation, organized and existing under and by virtue of the laws of the State of Arizona, party of the First Part, hereinafter designated the **OWNER**, and ELS Construction, Inc., of the City of Phoenix, County of Maricopa, and State of Arizona, party of the Second Part, hereinafter designated as the **CONTRACTOR**:

WITNESSETH: That said Contractor, for and in consideration of the sum to be paid him by said Owner, in the manner, amount and at the time hereinafter provided in the "Proposal" and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE I - SCOPE OF THE WORK: The Contractor shall furnish any and all plant, materials, labor, construction equipment, services and transportation (all applicable taxes included) required for performing all work for the installation of the

**RIO SALADO SOUTHBANK MULTI-USE PATH
(PRIEST DRIVE TO HARDY DRIVE)
PROJECT NO. 60-996984
ADOT PROJECT NO. 0000-MAT-MP
TRACS NO. SS540 01C**

for the sum of One Million One Hundred Ninety Five Thousand Two Hundred Seventy Three and 05/100 Dollars (\$1,195,273.05) (Base Bid plus Alternate No. 3), and to construct the same and install the material therein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner or his properly authorized agents and strictly pursuant to and in conformity with the Specifications and Plans for the above referenced project(s) and other documents that may be made by the Owner through the Engineer or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The "Notice to Contractor", "General Provisions", "Special Provisions", "Technical Specifications", "Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction", as amended by the City of Tempe, "Proposal", "Plans", together with "Bid Security", "Performance Bonds", "Payment Bond", and Addenda thereto, if any.

ARTICLE III - TIME OF COMPLETION: The Contractor further covenants and agrees at his own proper cost and expense, to do all work and furnish all plant, materials, labor, construction equipment, services and transportation for performing all of the work for the construction of said improvements and to construct the same and install the material therein, as called for by this Agreement free and clear in all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time stated in the Proposal.

Contract - continued

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereinabove named, on the date and year first herein written.

CITY OF TEMPE
a Municipal Corporation

Name

Title

Recommended by:

Deputy PW Manager/City Engineer

(Corporate Seal)

ATTEST:

Authorized Officer

Official Title

APPROVED AS TO FORM:

City Attorney

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

CONTRACTOR:

Party of the Second Part

Name

Title

City of Tempe Transaction Privilege
License (Sales Tax) Permit No.

(Corporate Seal)

Witness: If Contractor is an Individual

Certified to be a true and exact copy

Karen M. Fillmore, Records Specialist



CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR CONSTRUCTION ADMINISTRATION SERVICES

THIS CONTRACT is made and entered into on the 24th day of January, 2008, by and between the City of Tempe, hereinafter called CITY, and AMEC INFRASTRUCTURE, INC., hereinafter called the CONSULTANT.

The CITY engages the CONSULTANT to perform professional services for a project known and described as RIO SALADO SOUTH BANK MULTI-USE PATH, Project No. 60-996984, hereinafter called the "PROJECT".

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services to CITY standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- A. The CONSULTANT shall provide construction inspection services as described in Exhibit "A" attached.
- B. The CONSULTANT has assigned Adalberto Hernandez as the Project Manager for this Contract. Prior written approval is required in the event the CONSULTANT needs to change the Project Manager. The CONSULTANT shall submit the qualifications of the proposed substituted personnel to the CITY for approval.
- C. The CONSULTANT shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

SECTION II - PERIOD OF SERVICE

The CONSULTANT shall complete all services within 180 calendar days of the "Notice to Proceed" date. In the event delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the CITY and the CONSULTANT.

SECTION III - CONSULTANT'S COMPENSATION

- A. Payment for this CONTRACT shall be based on hourly rates established in the attached Exhibit "A". Total compensation for the services performed shall not exceed \$46,475.00, unless otherwise authorized by the CITY.
- B. The CITY shall pay the CONSULTANT installments based on monthly progress reports and detailed invoices submitted by the CONSULTANT. Such payments to be made within thirty (30) days after receipt of the progress report and detailed invoice.

SECTION IV - THE CITY'S RESPONSIBILITIES

- A. The 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 the CITY on any aspect of the work shall be directed to the project manager.
- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or it's sub-consultant(s).
- C. Unless included in the CONSULTANT'S Services as identified in Section I, the CITY shall furnish the CONSULTANT gratis, the following information or services for this Project:
 1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, the CONSULTANT shall be responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 2. Available CITY data relative to policies, regulations, standards, criteria, studies, etc., relevant to the PROJECT.

SECTION V - TERMINATION

The CITY, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONSULTANT, upon fourteen (14) days written notice delivered to CONSULTANT personally or by certified mail at 4435 E. Holmes Avenue, Mesa, AZ 85206. This CONTRACT may be terminated pursuant to ARS Sec. 38-511.

Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONSULTANT shall appraise the services it has completed and submit an appraisal to the CITY for evaluation. The CITY shall have the right to inspect the CONSULTANT'S work to appraise the services completed.

CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY.

In the event of such termination or abandonment, the CONSULTANT shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

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 the CONSULTANT based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CONSULTANT and the CITY. However, in no event shall the fee exceed that set forth in Section III of the attached CONTRACT.

The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

SECTION VI – SUPPLEMENTAL AND FEDERAL CONTRACT PROVISIONS

The supplemental and federal contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

Rio Salado South Bank Multi-Use Path
Project No. 60-996984

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this _____ day
of _____, 2008.

CITY OF TEMPE, ARIZONA

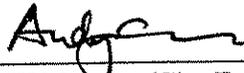
By _____
Mayor

By _____
Public Works Manager

ATTEST:

City Clerk

Recommended By:



Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

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

CONSULTANT
AMEC Infrastructure, Inc.

Name

Title

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

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

_____,
Arizona

Date _____

**Rio Salado South Bank Multi-Use Path
Project No. 60-996984**

I hereby certify that _____ (name of company) currently has, and all of its major subcontractors/subconsultants, 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 _____, 2007.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2007.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

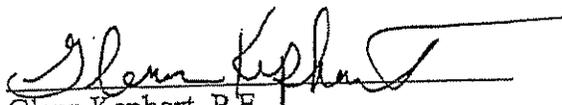
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the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

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120th day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works 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. 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.


Glenn Kephart, P.E.
Public Works Manager

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

SUPPLEMENTAL CONTRACT PROVISIONS

SECTION I - INSURANCE

Without limiting any of their obligations or liabilities, the CONSULTANT, at its own 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 the 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 the CITY.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this CONTRACT, shall name the CITY, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the CONSULTANT shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.
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 may constitute a material breach of this CONTRACT, at the sole discretion of the CITY.
3. **Primary Coverage.** The CONSULTANT's insurance shall be primary insurance as respects the CITY and any insurance or self insurance maintained by the CITY shall be in excess of the CONSULTANT'S insurance and shall not contribute to it.
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 the CITY.
5. **Waiver.** The policies for Workers' Compensation and General Liability shall contain a waiver of transfer rights of recovery (subrogation) against the CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

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 the CITY under such policies. The CONSULTANT shall be solely responsible for deductible or self-insured retentions and the CITY may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
7. **Policies and Endorsements.** The CITY reserves the right to request and to receive, within 10 working days, information on any or all of the above policies or endorsements.
8. **Certificates of Insurance.** Prior to commencing services under this CONTRACT, CONSULTANT shall furnish the 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 of cancellation or termination of insurance.
9. **Sub-Consultants/Contractors.** CONSULTANT shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. **Workers' Compensation**

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT 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 are sub-contracted, the CONSULTANT shall require the sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by the CONSULTANT.

C. Automobile Liability

The 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 the 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.

D. Commercial General Liability

The 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 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").

E. Professional Liability

The CONSULTANT retained by the 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 the CONSULTANT or any person employed by him, 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 years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

F. Property Coverage – Valuable Papers

The 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 the CONSULTANT used in the completion of this CONTRACT.

HEALTH INSURANCE REQUIREMENTS

All Consultants who enter into a Public Works contract in excess of \$30,000.00 with the City of Tempe, after January 1, 2001, must certify that they have, and all of their major sub-consultants will have, health insurance for all employees. Health insurance must be offered to eligible dependents of all such employees. An affidavit must be signed in the form included herein (Page AFF-1). Major sub-consultants are defined as entities doing work in excess of \$30,000.00 as determined at the start of each project. All required health insurance must be maintained during the entire time of the contract with the City.

Health insurance is required for all consultant and major sub-consultant employees who work 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. At this time, health insurance is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.

The health insurance requirements shall apply to all employees directly involved with this City project including support and administrative personnel.

All complaints concerning violations of the health insurance requirements shall be filed, 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 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.

In the event of a finding of 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 period of three (3) years from the execution of the contract.

All Consultants 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 at the Pre-construction Conference for Contractors and sent with the executed contract for Consultants.

SECTION II - OWNERSHIP OF DOCUMENTS

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 the CITY and are to be delivered to the CITY before the final payment is made to the CONSULTANT.

The CITY shall retain ownership of these original drawings, however, if approved in writing by the CITY, the CONSULTANT may retain the original drawings and supply the CITY with reproducible mylar copies. CONSULTANT shall endorse by his/her professional seal all plans and special provisions furnished by him/her.

In the event these documents are used for another project without further consultations with the CONSULTANT, the CITY agrees to indemnify and hold the CONSULTANT harmless from any claim arising from the reuse of the documents. The CITY shall remove the CONSULTANT'S seal and title block from such documents.

The CONSULTANT shall retain full copyrights of all documents produced by the CONSULTANT on behalf of City in connection with the Services of this CONTRACT, with exception of CITY rights to use drawings for reproduction and promotional purposes.

SECTION III - CONFLICT OF INTEREST

The CONSULTANT agrees to promptly disclose any financial or economic interest in the Project property, or any property affected by the Project, existing prior to the execution of this CONTRACT. Further, the CONSULTANT agrees to promptly disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CONSULTANT gains such interest during the course of this CONTRACT.

If the 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 the CITY.

The 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.

The CONSULTANT agrees that it shall not perform services on this PROJECT for the contractor, sub-contractor, or any supplier.

The CONSULTANT shall not negotiate, contract, or make any agreement with the contractor, sub-contractor, or any supplier with regard to any of the work under this PROJECT, or any services, equipment or facilities to be used on this PROJECT.

SECTION IV - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he 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, the 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.

SECTION V - INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the CONSULTANT, its agents, employees, or any other person (not the CITY) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the CONSULTANT may be legally liable in the performance of this contract. CONSULTANT'S duty to defend, hold harmless and indemnify the CITY, its agents, officers, officials, and employees shall arise in connection with any claim for damage, loss, or expenses that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by CONSULTANT or any employee of the CONSULTANT, or any other person (not the CITY) for whose negligent acts, errors, mistakes, omissions, work, or services the CONSULTANT may be legally liable. 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.

SECTION VI - DISPUTE RESOLUTION

In the event of a dispute concerning questions of fact that arise during the course of the CONTRACT, the parties will meet in good faith to attempt to resolve such questions.

SECTION VII - ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this CONTRACT shall not be performed by the CONSULTANT without prior written authorization from the CITY. 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 the CITY and the CONSULTANT.

SECTION VIII - SUCCESSORS AND ASSIGNS

This CONTRACT shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

SECTION IX- SPECIAL PROVISIONS

The CONSULTANT shall comply with all applicable Federal, State, and local laws and ordinances at the time the plans are sealed, and will not discriminate against any person on the basis of race, color, or national origin in the performance of this CONTRACT, and shall comply with the terms and intent of Title VII of the Civil Rights Act of 1964, P.L. 88-354.

The CONSULTANT further agrees to insert the foregoing provisions in all sub-contracts hereunder, except sub-contracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this CONTRACT.

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 the CONSULTANT.

EXHIBIT A



AMEC Infrastructure, Inc.
4435 East Holmes Avenue
Mesa, Arizona 85206-3372
Tel (480) 830-3700
Fax (480) 830-3903
www.amec.com

December 12, 2007

RECEIVED

DEC 28 2007

City of Tempe
Engineering Division

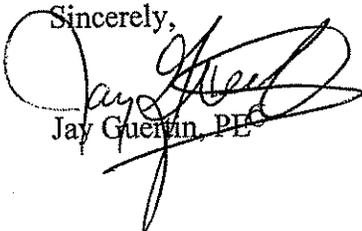
Thomas W. Wilhite, P.E.
Principal Civil Engineer
Public Works/ Engineering
City of Tempe
31 East Fifth Street.
Tempe, Arizona 85281

**RE: CONSTRUCTION ADMINISTRATION
FOR RIO SALADO MULTIUSE PATH
CITY OF TEMPE PROJECT No. 60-996984**

Dear Mr. Wilhite,

AMEC is submitting the revised cost proposal for the Construction Administration services for the Rio Salado Multi-Use Path Project. We are estimating the duration time will approximately run from four to six months and we are proposing Mr. Adalberto Hernandez, PE will be the project manager for the contract, and either George Branch or Dan Connolly will be the inspector for the Construction Management observation Services for this project. The revised amount is submitted as not to exceed for the defined scope as requested. Please let me know when we can review the contract. Feel free to contact me should you have any questions. We look forward to a great working relationship with City of Tempe. Thank you.

Sincerely,



Jay Guerin, PE

Cc: Nick Bokaie, PE
Vice President
file

SPB

COST ESTIMATE

Project Name: Rio Salado Multiuse Path Priest Drive to Hardy drive

Client: City Of Tempe

Date: December 7th 2007

Prepared by: Jay Guertin, PE

Phase	Direct & Indirect Cost
Plan Review	\$0.00
Pre Construction	\$1,700.00
Construction	\$40,375.00
Post Construction	\$4,400.00
Total Cost	\$46,475.00

Assume 6 months total
Assume Construction
Manager for PM
Lead Inspector 30% to 50%
Time

Fee Estimate Form

FEE & MANHOUR SUMMARY PLAN REVIEW PHASE										
Project Name: Rio Salado Multiuse Path Priest Drive to Hardy Drive										
Client: City of Tempe										
Date: November 1st, 2007										
Prepared by: Adalberto Hernandez, PE										
Task No.	Task Description	Task Hours Estimated	Sr. Project Manager	Project Engineer	Sr CADD Tech	Construction Manager	Lead Inspector	Clerical	Sub-consultant(s)	TASK TOTAL
	AMEC LABOR (DIRECT COST):									
2.1	Project Management									
2.1.1	Plan and Specifications Review									
2.1.3.1	Utility Coordination (1 meeting)									
2.1.3.2	Right-of-Way									
2.1.4	Project Meetings (1 meeting)									
2.1.7	Approvals by Outside Agencies and Utility Companies									
2.1.8	General Conditions									
2.1.10	Public Participation Meeting (1 meeting)									
2.1.11	Special Conditions									
2.2	Time Management									
2.3	Cost Management									
2.3.1	Project and Construction Budget Revision									
2.4	Management Information System (MIS)									
2.4.1	Schedule Reports									
2.4.2	Project Cost Reports									
2.4.3	Design Phase Change Order Report									
2.4.4	Construction Phase Procedures									
Subtotal										
INDIRECT COST:										
	Deliveries (5 x \$35)									
	Mileage (100 miles x 0.465)									
	Reproductions (mylar)									
	Reproductions (paper)									
	Xerox copies									
TOTAL INDIRECT COST										
TOTAL PROJECT COST										

Fee Estimate Form

FEE & MANHOUR SUMMARY PRE-CONSTRUCTION SERVICES											
Task No.	Task Description	Task Hours Estimated	St. Project Manager	Project Engineer	Sr CADD Tech	Construction Manager	Lead Inspector	Office Manager	Clerical	Sub-consultant(s)	TASK TOTAL
			\$120 HR	\$1 HR	\$1 HR	\$100 HR	\$75 HR	\$1 HR	\$50 HR		
AMEC LABOR (DIRECT COST):											
3.1	Project Management										
3.1.1	Bid Documents										
3.1.2	Notices and Advertisements										
3.1.3	Preparation and Delivery of Bid Documents										
3.1.4	Pre-bid Conference										
3.1.5	Information to Bidders										
3.1.6	Addenda										
3.1.7	Bid Opening and Recommendations	2				2					\$200.00
3.1.8	Bid Protests	4				4					\$400.00
3.1.9	Construction Contracts	4				4					\$400.00
3.1.10	Pre-Construction Conference	4				4					
3.1.11	Permits, Insurance and Labor Affidavits										
3.2	Time Management										
3.3	Cost Management										
3.3.1	Estimates for Addenda										
3.3.2	Analyzing Bids										
3.4	Management Information System (MIS)										
3.4.1	Schedule Maintenance Reports	3				3					\$300.00
3.4.2	Project Cost Report	4				4					\$400.00
3.4.3	Cash Flow Reports										
Subtotal											\$1,700.00
INDIRECT COST:											
	Deliveries (10 x \$35)										
	Mileage (200 x 0.465)										
	Reproductions (nylon) (65 sheets x \$20)										
	Reproductions (paper) (65 sheets x \$0.25)										
	Xerox copies (200 sheets x \$0.15)										
TOTAL INDIRECT COST											\$1,700.00
TOTAL PROJECT COST											\$1,700.00

JDP

Fee Estimate Form

FEE & MANHOUR SUMMARY

Project Name: Rio Salado Multiuse Path Priest Drive to Hardy Drive

Client: City of Tempe

Date: November 1st, 2007

Prepared by: Adalberto Hernandez, PE

Task No.	Task Description	Task Hours Estimated	Sr. Project Manager	Project Engineer	Sr. CADD Tech	Construction Manager	Structural Special Insp	Lead Inspector	Office Manager	Sub-consultant(s)	AMEC PW	TASK TOTAL
			\$120 HR	\$1 HR	\$1 HR	\$100 HR	\$120 HR	\$75 HR	\$1 HR			
AMEC LABOR (DIRECT COST):												
4.1	Project Management											
4.1.1	On-Site Management and Construction Phase	25				25					\$2,500.00	\$2,500.00
4.1.2	Communication Procedures	110						110			\$8,250.00	\$8,250.00
4.1.3	Construction Administration	300						300			\$22,500.00	\$22,500.00
4.1.4	Construction Observation											
4.1.4	Design Changes	15						15			\$1,125.00	\$1,125.00
4.1.5	Project Site Meetings	10						10			\$750.00	\$750.00
4.1.6	Construction Quality Control Test Review											
4.1.6	Review of Requests for Changes to the Contract Time and Price	10						10			\$750.00	\$750.00
4.1.7	Record Drawings, Operation and Maintenance											
4.1.8	Materials	15						15			\$1,125.00	\$1,125.00
4.1.9	Substantial and Final Completion	5						5			\$375.00	\$375.00
4.1.10	Project Close-out	10						10			\$750.00	\$750.00
4.1.11	Final Payment	5						5			\$375.00	\$375.00
4.2	Trite Management											
4.2.1	Master Schedule											
4.2.2	Contractor's Construction Schedule	8						8			\$600.00	\$600.00
4.2.3	Construction Schedule Reports	10						10			\$750.00	\$750.00
4.2.4	A/E & PM/CM Review of Time Extension Requests											
4.2.5	Recovery Schedules											
4.3	Cost Management											
4.3.1	Schedule of Values											
4.3.2	Change Order Control	2						2			\$150.00	\$150.00
4.3.3	Change Order Pricing and Verification	2						2			\$150.00	\$150.00
4.3.4	Progress Payments	3						3			\$225.00	\$225.00
4.4	Management Information System (MIS)											
4.4.2	Project Cost Reports											
4.4.3	Project and Construction Budget Revision											
4.4.4	Cash Flow Reports											
4.4.6	Change Order Reports											
4.4.7	Contractor's Safety Program Report											
Subtotal												\$40,375.00
INDIRECT COST:												
	Deliveries (100 x \$35)											
	Mileage (5000 x 0.465)											
	Reproductions (mylar)											
	Reproductions (paper) (500 sheets x 0.25)											
	Xerox copies (5000 x 0.15)											
TOTAL INDIRECT COST												\$40,375.00
TOTAL PROJECT COST												\$40,375.00

Fee Estimate Form

FEE & MANHOUR SUMMARY											
Project Name: Rio Salado Multiuse Path Priest Drive to Hardy Drive											
Client: City of Tempe											
Date: November 1st, 2007											
Prepared by: Adalberto Hernandez, PE											
Task No.	Task Description	Task Hours Estimated	Sr. Project Manager	Project Engineer	Sr CADD Tech	Construction Manager	Lead Inspector	Office Manager	Clerical	Sub-consultant(s)	TASK TOTAL
			\$120 HR	\$1 HR	\$1 HR	\$100 HR	\$75 HR	\$1 HR	\$50 HR		
AMEC LABOR (DIRECT COST):											
5.1	Project Management										
5.1.1	Record Documents	22				2	20				\$1,700.00
5.1.2	Organize and Index Operation Maintenance Materials	8					8				\$600.00
5.1.3	Occupancy Permits										
5.1.4	Warranty Inspection	4					4				\$300.00
5.2	Cost Management										
5.2.1	Change Orders	10					10				\$750.00
5.3	Management Information Systems (MIS)										
5.3.1	Close-out Reports	10					10				\$750.00
5.3.2	Close-out Meeting	4					4				\$300.00
Subtotal											\$4,400
INDIRECT COST:											
Deliveries (5 x \$85)											
Mileage (100 x 0.465)											
Reproductions (mylar) (65 sheets x 20)											
Reproductions (paper)											
Xerox copies (500 sheets x 0.15)											
TOTAL INDIRECT COST											
TOTAL PROJECT COST											\$4,400.00

SH