

## Staff Summary Report

Council Meeting Date: 02/07/08

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Request approval of professional services contract addenda with Kitchell CEM for construction management services, Architekton for design services and Geotechnical and Environmental Consultants (GEC – SA&B) for construction materials testing services, approval of an artist agreement contract increase with Mayme Kratz and Mark Ryan for public artwork services, and approval of a construction change order allowance increase for Tempe Center for the Arts.

**DOCUMENT NAME:** 20080207PWDR05 TEMPE ARTS CENTER (0109-19)  
**PROJECT NO. 997005**

**SUPPORTING DOCS:** Yes

**COMMENTS:** Professional services contract addendum in an amount not to exceed \$161,472.67 with Kitchell CEM, in an amount not to exceed \$221,955 with Architekton, and in an amount not to exceed \$7,000 with GEC – SA&B, all subject to execution of the final written addenda, artist agreement contract increase in an amount of \$67,514.41 with Mayme Kratz and Mark Ryan, and a construction change order allowance increase of \$3,700,000. The original contract amount of \$154,572 for Kitchell CEM, plus approval of previous addenda in the amount of \$3,424,875 and this addendum, will increase the contract amount to \$3,740,919.67. The original contract amount of \$290,796 for Architekton, plus approval of previous addenda in the amount of \$8,815,552.50 and this addendum, will increase the contract amount to \$9,328,303.50. The original contract amount of \$397,000 for GEC – SA&B, plus approval of previous addenda in the amount of \$229,000 and this addendum, will increase the contract amount to \$633,000. The original artist agreement amount of \$150,000 for Mayme Kratz and Mark Ryan, plus this increase, will increase the agreement amount to \$217,514.41.

**PREPARED BY:** DONNA RYGIEL, ENGINEERING CONTRACT ADMIN. (x8520)

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

**LEGAL REVIEW AS TO FORM:** ANDREW CHING, CITY ATTORNEY (x8575)

**FISCAL NOTE:** Sufficient funding is available in the Performing Arts Special Revenue fund balance.

**RECOMMENDATION:** Approve contract addenda and construction change order allowance increase.

**ADDITIONAL INFO:** These addenda cover additional design services, artist services and project management services required to close out this project. The fees have been negotiated by staff and considered reasonable for the scope of services.

This approval is conditioned upon execution of the final written addenda and approved submittals of any required documents.

Approved by Glenn Kephart, Public Works Manager

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

CONSULTANT AGREEMENT

ADDENDUM NO. TEN

PROJECT NO. 57-997005

PROJECT NAME: TEMPE PERFORMING & VISUAL ARTS CENTER

This AGREEMENT made and entered into on the 7<sup>th</sup> day of February 2008, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the CITY and KITCHELL CEM, hereinafter called the CONSULTANT amends the original Agreement made and entered into by and between the same parties on October 19, 2000, (C2000-197).

For and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and the CONSULTANT as follows:

I. The original Agreement shall be extended to cover:

Additional project management services as described in Exhibit "A" attached.

II. The services for the extension shall be the same as those stipulated under the original contract.

III. For services described in this Agreement Addendum, the method of payment shall be payment by installments. Total compensation for services performed shall not exceed \$161,472.67, which shall be payment in full for all labor, equipment, materials and supplies needed to perform these services.

All other provisions of the original contract Schedule of Payment Section shall apply to this Addendum.

Cost Analysis:	<u>Professional Services</u>	<u>Reimbursables</u>	<u>Total</u>
Initial Contract Amount	\$106,072.00	\$48,500.00	\$154,572.00
Previous Addenda	\$3,261,643.00	\$163,232.00	\$3,424,875.00
This Addendum	\$161,472.67	\$0.00	\$161,472.67
<b>NEW CONTRACT AMOUNT</b>			<b><u>\$3,740,919.67</u></b>

IV. The CONSULTANT shall proceed with the work immediately upon execution of this Agreement Addendum and shall be completed by March 31, 2008.

V. All other provisions of the original Agreement where not inconsistent with this Addendum shall remain binding on the parties hereto.

Tempe Performing & Visual Arts Center  
Project No. 997005

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008.

CITY OF TEMPE, ARIZONA

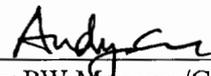
By \_\_\_\_\_  
Mayor

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 Agreement on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.**

CONSULTANT  
Kitchell CEM

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist



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EXHIBIT A

January 11, 2008

City of Tempe  
Engineering Division

Mr. Andrew Goh, City Engineer  
City of Tempe  
31 E. 5<sup>th</sup> St  
Tempe, AZ 85281

Subject: Contract for Project Management Services  
Tempe Center for the Arts  
Project 997005  
Addendum 10

Dear Andy:

Please accept this request for addendum to the City of Tempe's Contract for Project Management Services for the Tempe Center for the Arts in the amount of \$161,472.67. The breakdown of this lump sum fee is as follows:

1. Okland Construction Equitable Adjustment Review	\$9,850.00
2. Project Management Services for 8/1/07 – 9/30/07	\$49,472.00
3. Project Management Services for 10/1/07 – 3/31/08	\$91,224.00
4. Schuler and Shook final invoice	<u>\$16,216.75</u>
<b>Total Management Costs</b>	<b>\$166,762.75</b>
Less reimbursable allowance remaining	\$-5,899.68
Plus current reimbursable expense	\$109.61
Estimated reimbursable expense to finish	<u>\$500.00</u>
<b>KCEM Amendment Request</b>	<b>\$161,472.67</b>

The attached spreadsheet details labor hours and associated billing rates that are used to develop items 1 – 3. Please note, item 3 contains a forecast of hours for completion. My letters of September 26, 2007 and October 29, 2007 detail our agreement as to the development of Project Management fee to closeout the project and also details the development of fee for the review of Okland's request for equitable adjustment.

Item 4, Schuler and Shook's final invoice result in an extra cost due to our agreement detailed in my letter of March 19, 2007 converting the remaining reimbursable allowance, used for Schuler and Shook's expenses, into Kitchell's Project Management billing. Additionally three trips were requested for Schuler and Shook and PMK to close out the project. Reports were issues for all three visits.

After a deduction of \$109.61 in current reimbursable costs and an allowance of \$500 for future expenses, we have a balance of \$5,290.08 in our reimbursable allowance. This amount will be used to offset the above amendment request. Amendment 10 is requested in the amount of \$161,472.67.

Following approval of Amendment 10, we will submit an invoice in the amount of \$138,532.75. This will leave a balance of \$500 for future reimbursable expenses. This will bring our contract current to January 31, 2008. We will invoice the balance of our contract in two equal amounts for the months of February and March, 2008. The revised completion date of our contract will be March 31, 2008.

Please feel free to contact me with any questions.

Sincerely,

Dan Mills  
Division Operations Manager

CC: Russ Fox, Ed Weis/KCEM

**Kitchell Fee Summary**

1/11/2008

<b>Pending</b>				
		Hours	Hr. Cost	
Pending TCA Claim Total hours 126 - 50 hours = billable hours of 76 as of 11/21/07				
	Dan Mills PD	18	\$175.00	\$3,150.00
	Ed Weis SrPM	18	\$150.00	\$2,700.00
	J. Peters PM	12	\$100.00	\$1,200.00
	M Chappell PM	28	\$100.00	\$2,800.00
	<b>Subtotal</b>	<b>76</b>		<b>\$9,850.00</b>
Pending Amendment #10 (\$49,472.00) 8/1/07 - 9/30/07				
	D. Mills PD	4	\$135.00	\$540.00
	E. Weis Sr. PM	133	\$122.00	\$16,226.00
	J. Peters PM	249	\$100.00	\$24,900.00
	M. Chappell PM	24	\$100.00	\$2,400.00
	Clerical	102	\$53.00	\$5,406.00
	<b>Subtotal</b>	<b>512</b>		<b>\$49,472.00</b>
Pending Amendment for 10/1/07 - 11/25/07				
	D. Mills PD	16	\$135.00	\$2,160.00
	E. Weis Sr. PM	11	\$122.00	\$1,342.00
	J. Peters PM	203	\$100.00	\$20,300.00
	M. Chappell PM	28	\$100.00	\$2,800.00
	Clerical	154	\$53.00	\$8,162.00
	<b>Subtotal</b>	<b>412</b>		<b>\$34,764.00</b>
Forecasted Amendment for 11/26/07 - 1/31/08				
	D.Mills PD	6	\$135.00	\$810.00
	E. Weis Sr. PM	20	\$122.00	\$2,440.00
	J. Peters PM	160	\$100.00	\$16,000.00
	M. Chappell PM	5	\$100.00	\$500.00
	Clerical	160	\$53.00	\$8,480.00
	<b>Subtotal</b>			<b>\$28,230.00</b>
<b>Total</b>				<b>\$122,316.00</b>

Forecasted KCEM Amendment for 2/1/08 - 3/31/08				
	D.Mills PD	6	\$135.00	\$810.00
	E. Weis Sr. PM	20	\$122.00	\$2,440.00
	J. Peters PM	160	\$100.00	\$16,000.00
	M. Chappell PM	5	\$100.00	\$500.00
	Clerical	160	\$53.00	\$8,480.00
	<b>Subtotal</b>			<b>\$28,230.00</b>

**Total Kitchell direct costs**

**\$150,546.00**

Schuler & Shook Invoice # 0007695, dated 9/28/07  
 Schuler & Shook Invoice # 0007768, dated 10/24/07  
 Schuler & Shook Invoice # 0007792, dated 11/12/07  
 Subtotal

\$6,624.66  
 \$6,750.59  
 \$2,841.50  
 \$16,216.75

Schuler & Shook Site observation for closing Theatrcial Report

Schuler & Shook return trip review to satisfy Childsplay concerns

PMK acoustical review

**Total Kitchell & Schuler & Shook & PMK Costs**

**\$166,762.75**

Less reimbursable allowance remaining  
 Plus current reimbursable expense  
 Estimated reimursable expense to finish  
**KCEM Amendment Request**

-\$5,899.69  
 \$109.61  
 \$500.00  
**\$161,472.67**

*DM for AC*

A0002394

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

CONSULTANT AGREEMENT

ADDENDUM NO. TWENTY EIGHT

PROJECT NO. 57-997005

PROJECT NAME: TEMPE PERFORMING & VISUAL ARTS CENTER

This AGREEMENT made and entered into on the 7<sup>th</sup> day of February 2008, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the CITY and ARCHITEKTON hereinafter called the CONSULTANT amends the original Agreement made and entered into by and between the same parties on May 17, 2001, (C2001-105).

For and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and the CONSULTANT as follows:

I. The original Agreement shall be extended to cover:

Additional design services as described in Exhibit "A" attached.

II. The services for the extension shall be the same as those stipulated under the original contract.

III. For services described in this Agreement Addendum, the method of payment shall be payment by installments. Total compensation for services performed shall not exceed \$221,955.00, which shall be payment in full for all labor, equipment, materials and supplies needed to perform these services. This fee includes an allowance of \$5,000.00 for reimbursable expenses, which in no event will ever be more than actual cost.

All other provisions of the original contract Schedule of Payment Section shall apply to this Addendum.

Cost Analysis:	<u>Professional Services</u>	<u>Reimbursables</u>	<u>E &amp; O Insurance Allowance</u>	<u>Total</u>
Initial Contract Amount	\$264,360.00	\$26,436.00	\$0.00	\$290,796.00
Previous Addenda	\$8,092,195.50	\$563,357.00	\$160,000.00	\$8,815,552.50
This Addendum	\$216,955.00	\$5,000.00	\$0.00	\$221,955.00
<b>NEW CONTRACT AMOUNT</b>				<b><u>\$9,328,303.50</u></b>

IV. The CONSULTANT shall proceed with the work immediately upon execution of this Agreement Addendum and shall be completed by March 31, 2008.

V. All other provisions of the original Agreement where not inconsistent with this Addendum shall remain binding on the parties hereto.

Tempe Performing & Visual Arts Center  
Project No. 997005

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008.

CITY OF TEMPE, ARIZONA

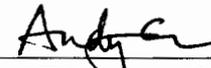
By \_\_\_\_\_  
Mayor

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 Agreement on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.**

CONSULTANT  
Architekton

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist

# EXHIBIT A

A2

1/14/08

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Amendment to Contract #28 - Sewer and Project Closeout

January 14, 2008

Mr. Andy Goh  
City Engineer  
CITY OF TEMPE  
31 East 5<sup>th</sup> Street  
Tempe, Arizona 85280

Re: Amendment Twenty-Eight – Extended Contract Close out – Additional Services – to:

Contract for Architectural and Engineering Services  
City of Tempe Center for the Arts  
City of Tempe Project #997005  
Architekton + Barton Myers Project Number 01124

Dear Mr. Goh:

Architekton (Arch.) in association with Barton Myers Associates, Inc. (BMA) are pleased to submit this Request for an Amendment to our fee proposal for professional services for the *Tempe Center for the Arts* located on the banks of Tempe Town Lake, Tempe, Arizona. For the purposes of this proposal, Architekton, Barton Myers Associates, Ove Arup Engineering, Arup Acoustics, Theater Projects, Design Workshop and Stantec will be noted as the "Design Team". The Architect of Record for this project is Architekton. The design Architect shall remain Barton Myers Associates.

## **Amendment Twenty-Eight**

Since the Grand Opening of the Tempe Center for the Arts on September 7, 2007, the work to close out the project has been continuing. According to the design team's estimation, the project will not be completed according to the contract documents until November 1, 2007. This is only an estimated date, since the efforts of the contractor are not in any way controlled by the design team. This is only an estimate based upon the design teams observation and experience of the past month.

The work remaining has required the continued full time expenditure of hours by Tom Brown on all issues and their coordination and partial time by Peter Rutti on issues related to finishing the theaters and Gallery. The work that remains will required the continued efforts by Arup Acoustics on the acoustics and sound systems in the theaters, Arup Engineering on the mechanical systems, Theater Projects on the theatrical systems, and Design Workshop (with Pace Engineering) on the negative edge water feature.

### **Architectural Services**

Since the opening, Tom Brown has been working full time on the TCA project and will be required to continue through November 1, 2007. He is required to finish and create for the first time several punch lists for project components that have just been finished or were finished shortly before the opening. Those areas are numerous but include the lower roof over the back of house, the upper large roof completion and its flashing as references. He is also required to attend PCO (Proposed Change Order) meeting and project closeout meetings, which consume 6-8 hours per week alone. Since the opening the contractor has produced numerous PCO's, many of which are for items dating back one to two years. These PCO's in particular have require several hours of research.

Peter Rutti is also working on the project but to a somewhat lesser degree. He is still following up on punch list items remaining to be completed, questions about the finishes and research and questions regarding the PCO's. He is also reviewing the close out documentation from the contractor and organizing the files for delivery to the City.

### **Acoustic and Sound Systems**

The acoustic and sound systems are still not complete. Arup acoustics has made a separate additional trip to the site to assist Pro-Audio bring the systems to a level of completion so that the opening could occur with operating systems. Part of this amendment request is to cover that special trip. However there is a significant punchlist on the sound systems that needs to be completed and reviewed by Arup Acoustics. There is time in this amendment for Kurt Graffy and Angus Deuchars for this effort.

### **Mechanical Systems**

Arup's Field Observation reports and punchlists on the Mechanical Systems have not been responded to or completed to date. The Testing and Balancing Report that was received by Arup will require verification from an outside party because the results stated in the report do not support the issues currently being experienced in the system operations. In Arup's extensive experience with similar Mechanical Systems, it is very rare that first run testing and balance reports on such complicated systems return such ideal scores. Arup would like to come out to do a final punch list on the HVAC Systems however without verifying the results of the Testing and Balancing report they are nearly positive the trip would be wasted and another trip essential.

Therefore this amendment seeks additional time for Arup Engineers stay involved with reviewing corrective measures from the punchlists they've created, review the verification report of the Testing and Balancing report and providing a final review of the Mechanical systems.

### **Theatrical Systems**

Time has been included in this amendment request for Theater Projects Consultants to review the completion of the items on their punchlist. The corrections have not yet been completed and TPC has been monitoring these corrections as well s other issues that come up with the theatrical systems.

### **Landscape Architecture**

The negative edge reflecting pool remains incomplete and inoperable. The contractor believes they can resolve the issues that contribute to this problem, but that does not appear to be the case. There have been several attempts to find and repair leaks, and repair inaccurate construction with "applying more waterproofing" or "spraying polyurethane foam". The design team believes the engineer of that system needs to be heavily involved with any repairs to the feature. We believe the current fixes are very short term (less that one year) and the City of Tempe will be left with a maintenance nightmare if they accept the contractor's solutions. Therefore this amendment includes time for the landscape architect and the pool engineer to assist the contractor in resolving the issue.

### **Civil Engineering**

Video documentation by the City of Tempe Water Department discovered the sewer line constructed by the contractor was found to have several unacceptable "dips" in its travel downstream. There was standing effluent in many areas of the pipe runs. After several meetings with the contractor, subcontractor, the design team, KCEM and the City of Tempe it was determined that most of those areas require excavation and repair. The design team has been asked to provide design and review support to the contractor in this effort.

Stantec Consulting will provide construction observation for the corrections to the onsite sewer system. Upon completion of the work on the sewer system, Stantec will review video of the system provided by the contractor to assess accuracy of corrections and provide certification of the system for the City of Tempe.

Architekton will provide coordination and administration services for the work listed above.

A

**Compensation**

The fees for the services listed above are as follows: (See attached for fee development calculation)

Architekton	\$ 60,040.00
Barton Myers Associates	37,110.00
Arup Acoustics	47,765.00
Arup Engineers	36,440.00
Theater Projects	11,000.00
Design Workshop (Pace Engineers)	9,600.00
<u>Stantec Engineering</u>	<u>15,000.00</u>
Total Fee Request	\$ 216,955.00
Reimbursable Expenses	\$ 5,000.00

**Summary of Costs:**

The following is a recap of all the approved amendments to date on the project. This amendment is noted at the bottom.

Amendment Summary	Professional Services Fees	Reimbursable Expenses	E&O Insurance Allowance	Total
Initial Contract Amount	\$ 264,360.00	\$ 26,436.00	\$ 0.00	\$ 290,796.00
Amendment #1 SD-CA	6,012,309.70	668,023.30	140,000.00	6,820,333.31
Amendment #2 LAP	294,370.00*	29,436.00*	0.00	323,806.00
Amendment #3 Kitchen	18,680.00	1,868.00	0.00	20,548.00
Amendment #4 GEC	21,151.00	2,115.00	0.00	23,266.00
Amendment #5 GEC	9,204.00	920.00	0.00	10,124.00
Amendment #6 Renderings	28,000.00	800.00	0.00	28,800.00
Amendment #7 SGH	21,000.00	<21,000.00>	0.00	0.00
Amendment #8 Stantec	8,228.00	495.00	0.00	8,723.00
Amendment #9 GEC	16,500.00	500.00	0.00	17,000.00
Amendment #10 Stantec	9,812.00	981.00	0.00	10,793.00
Amendment #11 Peck Jones	29,500.00*	<29,500.00>	0.00	0.00
Amendment #12 Peck Jones	1,860.00	<1,860.00>	0.00	0.00
Amendment #13 Miscellaneous	16,957.00	1,696.00	0.00	18,653.00
Amendment #14 Survey	16,192.00	1,619.00	0.00	17,811.00
Amendment #15 Sightline Study	9,860.00	986.00	0.00	10,846.00
Amendment #16 ADA Mods	65,157.00	0.00	0.00	65,157.00
Amendment #17 VE	275,000.00	0.00	0.00	275,000.00
Amendment #18 Fireplace	26,200.00	2,620.00	0.00	28,820.00
Amendment #19 Stage Door	1,500.00	150.00	0.00	1,650.00
Amendment #20 Additional Site Engineer Visits	70,000.00	<70,000.00>	0.00	0.00
Amendment #21 Fire Protection	51,100.00	2,400.00	0.00	53,500.00
Amendment #22 Beam Remedy	7,000.00	700.00	0.00	7,700.00
Amendment #23 AFES Study	7,082.50	0.00	0.00	7,082.50
Amendment #24 Gas Piping Changes	5,940.00	0.00	0.00	5,940.00
Amendment #25 CA Service Extension	300,000.00	0.00	0.00	300,000.00
Amendment #26 CA Service Extension	380,000.00	0.00	0.00	380,000.00
Amendment #27 CA Service Extension	346,000.00	14,000.00	20,000.00	380,000.00
<b>This Amendment #28 Project Closeout</b>	<b>216,955.00</b>	<b>5,000.00</b>	<b>0.00</b>	<b>221,955.00</b>

Total Contract Amount

\$ 9,328,303.31

AD by AH

1/14/08

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Amendment to Contract #28 - Sewer and Project Closeout

If you have any questions in this regard please do not hesitate to contact me at my office.

Sincerely,  
ARCHITEKTON

Joseph M. Salvatore, AIA LEED AP  
Principal, ARCHITEKTON

cc: DAN MILLS, ED WEIS

8086485

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

CONSULTANT AGREEMENT

ADDENDUM NO. THREE

PROJECT NO. 57-997005

PROJECT NAME: TEMPE CENTER FOR THE ARTS

This AGREEMENT made and entered into on the 7<sup>th</sup> day of February 2008, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the CITY and GEC – SA&B hereinafter called the CONSULTANT amends the original Agreement made and entered into by and between the same parties on June 10, 2004, (C2004-113).

For and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and the CONSULTANT as follows:

I. The original Agreement shall be extended to cover:

Additional specialized inspections of construction materials.

II. The services for the extension shall be the same as those stipulated under the original contract.

III. For services described in this Agreement Addendum, the method of payment shall be payment by installments. Total compensation for services performed shall not exceed \$7,000.00, which shall be payment in full for all labor, equipment, materials and supplies needed to perform these services.

All other provisions of the original contract Schedule of Payment Section shall apply to this Addendum.

Cost Analysis:	<u>Professional Services</u>
Initial Contract Amount	\$397,000.00
Previous Addenda	\$229,000.00
This Addendum	\$7,000.00
<b>NEW CONTRACT AMOUNT</b>	<b><u>\$633,000.00</u></b>

IV. The CONSULTANT shall proceed with the work immediately upon execution of this Agreement Addendum and shall be completed by March 31, 2008.

V. All other provisions of the original Agreement where not inconsistent with this Addendum shall remain binding on the parties hereto.

Tempe Center for the Arts  
Project No. 57-997005

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2008.

CITY OF TEMPE, ARIZONA

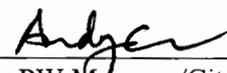
By \_\_\_\_\_  
Mayor

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 Agreement on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this Agreement.**

CONSULTANT  
GEC – SA&B

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist

9 October 2007

mark ryan studio

Ms. Jody Ulich  
Cultural Services Manager  
City of Tempe  
Community Services Department  
3340 South Rural Road  
Tempe, Arizona 85282

Re: Tempe Center for the Arts Public Art Project - *trueNorth*  
Project No. 660092  
Claim for Delay

Dear Ms. Ulich:

Please find the attached binder of itemized costs associated with, and to serve as a supplement to, our prior claim, both for the artist team and 180 degrees, that you requested in your previous letter.

The first section of the binder provides an itemized list and appropriate receipts of additional costs incurred by the artist team, followed by documentation provided by our contractor, 180 degrees, of their additional costs associated with the delay of work on the TCA project.

As stated in previous correspondence, the construction delays have resulted in 180 Degrees incurring costs for increased labor, material, storage, and insurance costs totaling \$46,787.29 - please refer to Exhibit 'A'-04 of the binder for a breakdown of costs. In addition the artist team incurred costs for overhead, insurance and expenses related to the delay, and are additionally entitled to recover a reasonable profit (10%) on those costs incurred by 180 Degrees, totaling \$20,727.12 - please refer to enclosed documentation for a further breakdown of costs. Therefore, we are, along with 180 Degrees, requesting compensation in the aggregate amount of \$67,514.41.

Should you have any questions or comments, please feel free to contact me.

Sincerely,



Mark Ryan, AIA

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