

## Staff Summary Report

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Council Meeting Date: 12/13/07

Agenda Item Number: 10

**SUBJECT:** Request approval of professional services contract addenda with C. Williams Construction Engineering, Inc. and Pooled Resources, Inc. for The Pier at Town Lake, Improvement District No. 180.

**DOCUMENT NAME:** 20071213PWWS05 **IMPROVEMENT (ASSESSMENT) DISTRICTS (0805-80) IMPROVEMENT DISTRICT NO. 180 PROJECT NO. 5103011**

**SUPPORTING DOCS:** Yes

**COMMENTS:** Construction management contract addendum in an amount not to exceed \$469,830 with C. Williams Construction Engineering, Inc. The original contract amount of \$29,000 plus approval of this addendum will increase the amount of the original contract to \$498,830. Project management contract addendum in an amount not to exceed \$426,000 with Pooled Resources, Inc. The original contract amount of \$29,000 plus approval of this addendum will increase the amount of the original contract to \$455,000. Both subject to execution of the final written addenda.

**PREPARED BY:** WENDY SPRINGBORN-PITMAN, ENG SVCS ADMIN (x8250)

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

**LEGAL REVIEW AS TO FORM:** CYNTHIA McCOY, ASSISTANT CITY ATTORNEY (x2187)

**FISCAL NOTE:** Funding for all associated costs of this Improvement District (I.D.) will be completed through the issuance of I.D. bonds, whose debt service costs are paid through assessments on private properties within the Improvement District.

**RECOMMENDATION:** Approve professional services contract addenda.

**ADDITIONAL INFO:** The fee of \$469,830 for C. Williams Construction Engineering, Inc. was negotiated by staff and the fees are considered reasonable for the scope of services.

The fee of \$426,000 for Pooled Resources, Inc. was negotiated by staff and the fees are 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. ONE

PROJECT NO. 5103011

PROJECT NAME: THE PIER AT TOWN LAKE IMPROVEMENT DISTRICT NO. 180

This AGREEMENT made and entered into on the 13<sup>th</sup> day of December 2007, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the CITY and POOLED RESOURCES, INC. hereinafter called the CONSULTANT amends the original Agreement made and entered into by and between the same parties on November 15, 2007, (C2007-209).

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 coordination and management 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 \$426,000.00, 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> | <u>Reimbursables</u> | <u>Total</u>        |
|-------------------------|------------------------------|----------------------|---------------------|
| Initial Contract Amount | \$29,000.00                  | \$0.00               | \$29,000.00         |
| Previous Addenda        | \$0.00                       | \$0.00               | \$0.00              |
| This Addendum           | \$426,000.00                 | \$0.00               | \$426,000.00        |
| NEW CONTRACT AMOUNT     |                              |                      | <u>\$455,000.00</u> |

IV. The addition of this Addendum amount brings the total Contract amount over \$30,000.00, which now requires the CONSULTANT to comply with Resolution No. 2000.73 as per the attached Supplemental Provision.

V. The CONSULTANT shall proceed with the work immediately upon execution of this Agreement Addendum and shall be completed by September 30, 2008.

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

The Pier at Town Lake Improvement District No. 180  
Project No. 5103011

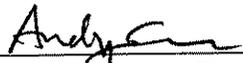
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007.

CITY OF TEMPE, ARIZONA

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

By \_\_\_\_\_  
Public Works Manager

Recommended By:

  
Deputy PW Manager/City Engineer

ATTEST:

\_\_\_\_\_  
City Clerk

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  
Pooled Resources, 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, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

**SUPPLEMENTAL CONTRACT PROVISIONS**

**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 subconsultants 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 subconsultants 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 subconsultant 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.

CITY OF TEMPE  
TEMPE, ARIZONA  
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT  
REGARDING  
HEALTH INSURANCE

\_\_\_\_\_,  
Arizona

Date \_\_\_\_\_

The Pier at Town Lake Improvement District No. 180  
Project No. 5103011

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**

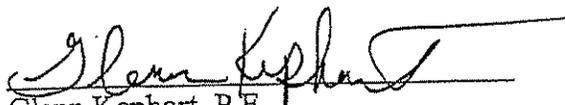
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the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

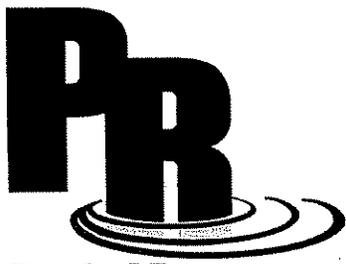
1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. 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 120<sup>th</sup> 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



**Pooled Resources**

A Source of Experienced Professionals

# EXHIBIT A

Pooled Resources, Inc

2020 S. McClintock Dr Ste104

Tempe, AZ 85282

Phone (480) 966-1211

Fax (480) 966-1511

Digital Pager 1-888-473-7606

Email pooleraz@msn.com

## *Improvement District Tempe, Arizona*

### *Proposal*

*For the Pier at Tempe Town Lake*

*Improvement District No. 180*

*Project Coordination and Management During  
Construction*

*City of Tempe Project No. 5103011*

Pooled Resources is pleased to submit our "Proposal" for the Pier at Town Lake Improvement District No. 180 Project Coordination and Management.

## **Project Personnel**

The following sets forth the "TEAM" assembled for the Pier 202 Improvement District for Project Coordination and Management during construction.

**J. R. Pooler** will be the Principal in Charge for Pooled Resources providing project coordination and management services during construction. He will be responsible for the coordination of all services provided for the project including construction management and inspection, establishment of a project office and coordination with the City of Tempe and Legal Counsels relating to funding issues and legal compliance to statutory provisions. In addition, Mr. Pooler will provide any necessary coordination with the Developer pertaining to ID issues.

Mr. Pooler has over 30 years experience in engineering services for capital improvement projects including bidding and contract coordination during construction. His extensive experience in improvement district formation and funding is important to the successful construction of the project within all of the stipulations of State Statutes and the limitations of funding sources.

**Teresa Makinen** of Makinen Professional Services will provide coordination and public information services and will maintain the project website and assist in the coordination with the City of Tempe and the Developer. In addition, she will prepare for and conduct a project partnering meeting prior to the start of construction to build agreement of the project goals and objectives.

Ms. Makinen has extensive experience in public involvement and outreach, project management, project facilitation, partnering, and project support.

**Thurston L. Hurst, Associate** with Pooled Resources will provide technical support for preparation of any graphics required and for administrative support for information from the plans and the specifications.

Thurston Hurst has a Bachelor of Science Degree in Civil Engineering from Southern University in 1984 and his Engineer-in-Training Certification from the State of Arizona in 1999. He has had extensive experience in civil engineering, surveying, and GPS technology working in the U.S. Air Force. In addition, Thurston has an extensive background in the design and review of private developments for residential and commercial including water, wastewater, drainage/retention, and paving. He has significant municipal experience with the City of Chandler and the City of Tempe with responsibilities in property addressing, utilization of G.I.S. systems for as-built information and property information. He has served as a Capital Improvement Project Manager coordinating CIP projects, selection of consultants for design, interfacing with utility companies and preparing bid packages.

**Larona "Ronni" Pooler, Managing Partner/CFO** will provide administrative services for support of the project including field office coordination, administrative support, project reporting and records management.

**Eric Williams, Administrative Assistant/Inspection** will provide administrative support for the project inspectors including research and quantification for materials and quantities. Pooled Resources will provide a Clerk of the Works with responsibility for maintaining all project records, project correspondence, office communications, photo documentation, etc.

**Clerk of the Works** Pooled Resources will provide a Clerk of the Works with responsibility for maintaining all project records, project correspondence, office communications, photo documentation, etc.

**Project Administration** Pooled Resources will provide full-time project administrator for administering all matters pertaining to RFI, change orders, pay requests, etc.



Cost Proposal:

**Services During Bidding of the Project:**

- Establish Project Office:

- Locate and establish project office for support of the inspection team.

Ronni Pooler 20 hours @ \$85/hour = \$ 1,700.00

- Provide work environment for up to five (5) project team members.

Initial fees for opening of office = \$ 2,440.00

- Establish phone and PC network for communications.

Hardware and software (5 PCs @ \$ 2,500/PC) = \$12,500.00

- Assist in the completion of the bid documents and the preparation of any required addendums.
- Attend preconstruction conference

J. R. Pooler 40 hours @ \$130/hour = \$ 5,200.00

- Coordinate and conduct Partnering Meeting

Teresa Makinen (Partnering meeting) = \$ 4,000.00

J. R. Pooler 8 hours @ \$130/hour = \$ 1,040.00

Ronni Pooler 8 hours @ \$ 85/hour = \$ 680.00

- Establish Web page for project

Teresa Makinen 12 hours @ 120/hour = \$ 1,440.00

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\$29,000.00

**Fee: \$29,000**



## Services During Construction:

- Maintain project office throughout the term of the project.  
(Minimum lease period 12 months)

|  |   |             |
|--|---|-------------|
| Lease Expenses (12 months @ \$3,400/month) | = | \$40,800.00 |
| Utilities (12 months @ \$800/month)        | = | \$ 9,600.00 |
| Supplies & Printing                        | = | \$ 8,978.00 |

- Provide regular updates to the project web site.

|                                       |   |             |
|---------------------------------------|---|-------------|
| Teresa Makinen 100 hours @ \$120/hour | = | \$12,000.00 |
|---------------------------------------|---|-------------|

- Establish project records systems in accordance with City requirements and maintain all records throughout the project at the field office. Certain records are to be duplicated and transferred to the City on a weekly and monthly basis.
- Maintain the still photos log during construction and transfer data to City.
- Provide administrative support for project correspondence, processing of change orders, processing monthly pay requests, and filing of inspection reports, and daily diaries.
- Attend construction coordination meetings and publish minutes.

|  |   |              |
|--|---|--------------|
| Clerk of the Works 1,200 hours @ \$75/hour | = | \$ 90,000.00 |
| Jeri Thompson 100 hours @ \$ 55/hour       | = | \$ 5,500.00  |
| Ronni Pooler 100 hours @ \$85/hour         | = | \$ 8,500.00  |

- Provide additional staffing to assist in coordination of utility construction and to supplement inspection staffing required throughout the duration for the project.

|                                       |   |              |
|---------------------------------------|---|--------------|
| Eric Williams 1,200 hours @ \$85/hour | = | \$102,000.00 |
|---------------------------------------|---|--------------|

- Provide specialty inspections required for the project.

|  |          |                    |
|--|----------|--------------------|
| Electrical Inspection (Estimated @ \$1,000/well) | =        | \$ 3,000.00        |
| Well Relocation/Certification (See attached)     | =        | \$ 50,932.00       |
|  | Subtotal | \$ 53,932.00       |
| Overhead markup (15%)                            |          | <u>\$ 8,090.00</u> |
|  | Total    | \$ 62,022.00       |

- Review construction activities for compliance with statutory requirements for an Improvement District.

|                                     |   |              |
|-------------------------------------|---|--------------|
| J. R. Pooler 120 hours @ \$130/hour | = | \$ 15,600.00 |
|-------------------------------------|---|--------------|

- These and other responsibilities as required by the Engineering Division or as needed by the Improvement District managers.

\$355,000.00

**Fee: \$355,000**



**Contract Completion and Closeout Documentation:**

- Provide staffing to transfer redline as-built information to mylar reproducible.
- Deliver inspection reports and correspondence files as compiled on electronic files.
- Deliver contractor closeout documents, O&M manuals.
- Closeout of project office.

|                                      |   |             |
|--------------------------------------|---|-------------|
| Ronni Pooler 80 hours @ \$85/hour    | = | \$ 6,800.00 |
| J. R. Pooler 40 hours @ \$130/hour   | = | \$ 5,200.00 |
| Thurston Hurst 80 hours @ \$110/hour | = | \$ 8,800.00 |
| Eric Williams 80 hours @ \$110/hour  | = | \$ 8,800.00 |
| Clerical Staff 80 hours @ \$75/hour  | = | \$ 6,000.00 |
| Direct Expenses                      | = | \$ 6,320.00 |
|                                      |   | <hr/>       |
|                                      |   | \$42,000.00 |

**Fee: \$42,000**

**Total Fees Contract \$426,000.00**

The break down of services is provided to document the total fee required. It is proposed that the contract will be payable on a lump sum basis payable as work progresses.

Thank you for the opportunity to propose construction management and inspection services for the Pier at Town Lake Improvement District No. 180 Project Coordination during construction. We look forward to the successful completion of this important project for the City of Tempe. If you have any questions or need clarification of the proposal, please contact me at (602) 980-7481.

Sincerely,

*JR*

J. R. Pooler, President  
Pooled Resources, Inc.





8102792

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

CONSULTANT AGREEMENT

ADDENDUM NO. ONE

PROJECT NO. 5103011

PROJECT NAME: THE PIER AT TOWN LAKE IMPROVEMENT DISTRICT NO. 180

This AGREEMENT made and entered into on the 13<sup>th</sup> day of December 2007, by and between the CITY OF TEMPE, ARIZONA, a municipal corporation, hereinafter called the CITY and C. WILLIAMS CONSTRUCTION ENGINEERING, INC., hereinafter called the CONSULTANT amends the original Agreement made and entered into by and between the same parties on November 27, 2007, (C2007-211).

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 construction 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 \$469,830.00, 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> | <u>Reimbursables</u> | <u>Total</u>               |
|----------------------------|------------------------------|----------------------|----------------------------|
| Initial Contract Amount    | \$29,000.00                  | \$0.00               | \$29,000.00                |
| Previous Addenda           | \$0.00                       | \$0.00               | \$0.00                     |
| This Addendum              | \$469,830.00                 | \$0.00               | \$469,830.00               |
| <b>NEW CONTRACT AMOUNT</b> |                              |                      | <b><u>\$498,830.00</u></b> |

IV. The addition of this Addendum amount brings the total Contract amount over \$30,000.00, which now requires the CONSULTANT to comply with Resolution No. 2000.73 as per the attached Supplemental Provision.

V. The CONSULTANT shall proceed with the work immediately upon execution of this Agreement Addendum and shall be completed by September 30, 2008.

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

The Pier at Town Lake Improvement District No. 180  
Project No. 5103011

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2007.

CITY OF TEMPE, ARIZONA

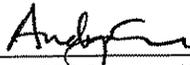
By \_\_\_\_\_  
Mayor

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  
C. Williams Construction Engineering, 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, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

**SUPPLEMENTAL CONTRACT PROVISIONS**

**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 subconsultants 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 subconsultants 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.

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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.

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CITY OF TEMPE  
TEMPE, ARIZONA  
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT  
REGARDING  
HEALTH INSURANCE

\_\_\_\_\_  
Arizona

Date \_\_\_\_\_

**The Pier at Town Lake Improvement District No. 180  
Project No. 5103011**

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**

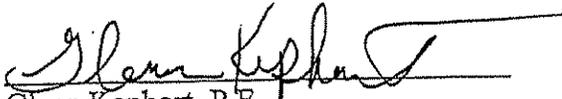
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the 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 120<sup>th</sup> 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

# EXHIBIT A

November 27, 2007

Mr. James Bond  
City of Tempe Engineering  
P.O. Box 5002  
Tempe, Az. 85280

Reference: The Pier at Town Lake

Dear Mr. Bond,

We are pleased to submit the following cost proposal to provide construction management services for the above referenced project.

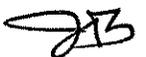
Our approach will be to become an extension of your staff and perform the following duties necessary for a successful project.

## **Scope of Services:**

Provide "Turn Key" construction management services including but not limited to:

### **Construction Services:**

- Provide construction inspection throughout the project duration.
- Take progress photos prior and during construction and attach to daily reports.
- Write project correspondence, change orders, inspection reports, and daily diaries.
- Assure all permit applications are submitted and approved prior to construction.
- Chair weekly progress meetings.
- Coordinate and resolve utility conflicts through the duration for the project.
- Coordinate materials testing personnel.
- Coordinate survey crews.
- Answer contractor RFI's.
- Enforce new engineering and architecture supplemental instructions (ASI's).
- Review shop drawings and submittals.
- Review project CPM and weekly progress schedules.
- Monitor contractor progress to assure compliance with approved schedules.
- Perform project cost estimating and projections.
- Review change order pricing to conform with current industry standards.
- These and other responsibilities as required by the Engineering Department or as needed by the Improvement District managers.



## **Contract Completion and Closeout Documentation:**

- Schedule preliminary and final inspections.
- Prepare punchlists.
- Document daily as-built construction on redline drawings.
- Deliver inspection reports and correspondence files as compiled on electronic files.
- Deliver contractor closeout documents, O&M manuals.

## **Project Personnel:**

**Cliff Williams, P.E.** will be the Project Engineer through the duration. He will be the main contact between the City, contractor and developer regarding contractual and monetary issues and perform construction administration responsibilities.

Mr. Williams has 24 years of experience in construction administration, personnel supervision and design for highway, bridge, water resources and utility projects. His expertise as a Resident Engineer includes supervision of inspection and survey crews, traffic control and safety supervision, materials lab set up and operation for asphalt and concrete production. Project administration experience includes change order processing, claims mitigation, partnering session facilitator, project correspondence, dispute resolution, cost estimating, contractor pay requests, constructability and value engineering reviews.

**Rod Whitt** will be the Construction Manager for the project and will oversee all construction activity to assure compliance with project plans and specifications.

Mr. Whitt has over 30 years of construction inspection and supervision experience. He served as the **Section Manager** for the City of Tempe Construction Engineering Department for the last 16 years, responsible for the construction administration of public works improvements including major infrastructure such as underground and street improvements; facilities including municipal, treatment plant improvements, and parks and recreation centers. Also, Rod was responsible for the management and supervision of private development and utility installations in the public right of way included with the above was oversight of street maintenance projects including concrete repairs, street seals, overlays and reconstruction. The position included the hiring and training of in-house inspectors and construction managers.

**Rick Johnson** will be the roadway and utilities inspector in charge of new utility installations, grade and roadway construction.

Mr. Johnson recently retired with 30 years of service in the City of Tempe Utility Services Department. His first years he spent installing water services from ¾" to 2" and installing water mains from 4" to 12", also performing maintenance on Fire hydrants, mainline valves and large vaulted water meters. He also repaired water main and sewer main breaks. For the next 6 years he



was a heavy equipment operator operating backhoes, cranes, trenchers, etc, in the installation and maintenance of the City of Tempe's water distribution and collection system. For the next three years he was a crew leader, leading maintenance and repair crews in the day-to-day maintenance and repair of the City of Tempe's water and wastewater systems. The last 17 years Rick was the supervisor in charge of 22 employees who performed all the maintenance and repair of the City of Tempe's water and wastewater systems.

**Ruben Ortiz** will be assigned as the dry utility / weekend and OT supplemental inspector. Ruben has over 30 years in the construction industry recently retiring from the City of Mesa Public Works Department as a dry utility inspector. Ruben served as a utility inspector for CWC Engineering for the past year on the Ellsworth Loop Rd. Project in Queen Creek, AZ.

This team will be supplemented by experienced inspection staff approved by the City at various times as needed through the duration of the project.

**Cost Proposal:**

**Cliff Williams (Project Engineer): \$110.00 per hour,  
600 hrs (10 months at 15 hrs per week) @ \$110/ hr = \$66,000**

**Rod Whitt (Construction Manager): \$90.00 per hour,  
1,733 hrs (10 months, Full time) \$90/hr = \$155,970**

**Rick Johnson: \$85.00 per hour,  
1,646 hrs (9.5 months, Full time) \$85/hr = \$139,910**

**Ruben Ortiz, (dry utilities inspector): \$85.00 per hour,  
1,270 hrs (3 months full time plus on-call nights/weekends) @ \$85/hr = \$107,950**

**Total Fees: \$469,830.00**

The hourly rates include all costs such as printing, materials, and vehicle expenses. There are no additional charges for overtime, nighttime or weekend work.

Thank you for this opportunity to propose on the work. If you need further information or wish to discuss the projected hours and personnel, don't hesitate to call.

Sincerely,

Clifford A. Williams, P.E.

