

Staff Summary Report



Council Meeting Date: 12/11/08

Agenda Item Number: _____

SUBJECT: Request award of a landscape architectural contract with J2 Engineering and Environmental Design, LLC for improvements to Scudder Park.

DOCUMENT NAME: 20081211PWDR04 SCUDDER PARK (0706-34) PROJECT NO. 6303111

SUPPORTING DOCS: Yes.

COMMENTS: Total cost for this contract is \$159,988.99.

PREPARED BY: Donna Rygiel, Engineering Contract Administrator (x8520)

REVIEWED BY: Andy Goh, Deputy PW Manager/City Engineer (x8896)

APPROVED BY: Glenn Kephart, Public Works Manager (x8205)

LEGAL REVIEW BY: Judi Morgan, Assistant City Attorney (x8227)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6303111.

RECOMMENDATION: Award professional services contract.

ADDITIONAL INFO: The scope of work for this contract includes refinement of the park master plan, public involvement, and preparation of schematic design and construction documents for improvements to Scudder Park. The design will include automatic sprinkler irrigation, park entries, trails, picnic ramadas, play areas and meditation gardens.

The contract amount was negotiated by staff and is considered reasonable for the scope of services. J2 Engineering and Environmental Design, LLC was selected from our consultant on-call list pursuant to A.R.S. § 34-103.

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 11th day of December, 2008, by and between the City of Tempe, a municipal corporation (“City”), and J2 Engineering and Environmental Design, LLC, an Arizona limited liability company (“Consultant”).

The City engages the Consultant to perform professional services for a project known and described as Scudder Park Improvements, Project No. 6303111 (“Project”).

1. SERVICES OF THE CONSULTANT

Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- 1.1. Consultant shall provide landscape architectural services, as described in Exhibit “A” attached.
- 1.2. Consultant has assigned Jeff Velasquez as the Project Manager for this Contract. Prior written approval by the City is required in the event the Consultant needs to change the Project Manager. Consultant shall submit the qualifications of the proposed substituted personnel to the City for approval prior to any substitution or change.
- 1.3. Consultant shall prepare and submit a detailed opinion of probable cost of the Project.
- 1.4. Consultant shall follow and comply with the Public Improvement Project Guide as directed by the City.
- 1.5. Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City’s Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by the City. All plans shall be prepared on CAD as required by the City. Final plans shall be submitted on 3 ml double matte black line mylar and shall be 24” x 36” in size.
- 1.6. 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.

- 1.7. Consultant shall obtain all necessary permits and licenses required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a breach of this Contract.
- 1.8. Consultant shall perform the work in a manner and at times which do not impede or delay the City's operations and/or functions.
- 1.9. Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

2. TERM OF CONTRACT

Consultant shall complete all services within 500 calendar days of the date appearing on the "Notice to Proceed" issued by the City. In the event delays are experienced beyond the control of the Consultant, the schedule may be revised as determined by the City in its sole discretion.

3. CONSULTANT'S COMPENSATION

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$159,988.99, unless otherwise authorized by the City. This fee includes the sum of \$117,579.38 for design services; an amount not to exceed \$33,257.14 for post design services based on hourly rates established in the attached Exhibit "A" incorporated hereby by this reference; an allowance of \$6,900.00 for additional design services, survey, and easement; and an allowance of \$2,252.47 for sub-consultant services.
- 3.2. City shall pay Consultant by installments, each installment based upon monthly progress reports and related, detailed invoices submitted by the Consultant. If detailed invoice(s) are approved by the City, such installment payment shall be made within thirty (30) days after City's approval of the progress report and detailed invoice subject to the following limitations:
 - 3.2.1. Prior to approval of the preliminary design (60% plans), payments to Consultants shall not exceed 60% of the total Contract amount.
 - 3.2.2. Prior to approval of the final design documents, payments to Consultants shall not exceed 90% of the total Contract amount. The final approval and payment will be made within a reasonable period of time regardless of the Project construction schedule.

3.2.3. Payment for reimbursable expenses shall be made during all phases based on actual expenses.

3.3. City at its discretion may, by written notification, waive the above limitations.

4. CITY'S RESPONSIBILITIES

4.1. City shall designate a Project manager during the term of this Contract. The Project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the City on any aspect of the work shall be directed to the Project manager.

4.2. City shall review requests for information related to the Project by the Consultant and will endeavor to provide a prompt response to minimize delay in the progress of the Consultant's work. City will also endeavor to keep the Consultant advised concerning the progress of the City's review of the work. Consultant agrees that City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of Consultant or its subconsultant(s).

4.3. Unless included in the Consultant's services as identified in Section 1, the City may furnish with or without charge, upon the Consultant's reasonable request, the following information to the extent it is within the City's possession or control:

4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, the Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.

4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

5. TERMINATION AND DEFAULT

5.1. City shall be entitled to terminate this Contract at any time, in its discretion. In addition, the City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by the Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail at 4649 E. Cotton Gin Loop, Suite B2, Phoenix, Arizona 85040. Termination shall be effective upon fourteen (14) days of delivery of notice to

Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.

- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. Immediately after receiving such notice, the Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. The Consultant shall appraise the services it has completed and submit a detailed appraisal to the City for evaluation. City shall have the right to inspect the Consultant's work to analyze and appraise the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of notice of termination.
- 5.4. Within ten (10) days of receipt of notice of termination as set forth herein, the 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.
- 5.5. In the event of such termination or abandonment, the Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements completed prior to receipt of said notice of termination, subject to approval by City. To the extent permitted by this Contract, such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.6. 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 as approved by the City based upon the scope of work set forth in Exhibit "A" as determined by the City. However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.7. City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after the Consultant has delivered the last of the completed items and the final appraisal has been submitted to the City.

6. INSURANCE

Without limiting any obligations or liabilities, the Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably

satisfactory to 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.

6.1. General Clauses

- 6.1.1. 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.
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. Consultant's insurance shall be primary insurance as respects 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.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect the City.
- 6.1.5. 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.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. 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.
- 6.1.7. Policies and Endorsements. City reserves the right to request and to receive, within ten (10) working days, information on any or all of the above policies or endorsements.

6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish 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 to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

6.2. Workers' Compensation. Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

6.3. Automobile Liability. Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of 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.

6.4. Commercial General Liability. Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a “severability of interests” provision (also known as “cross liability” and “separation of insured”).

- 6.5. Professional Liability. Consultant retained by 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 it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of services as evidenced by annual certificates of insurance.
- 6.6. Property Coverage – Valuable Papers. Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

7. HEALTH INSURANCE REQUIREMENTS

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by the City. All required health insurance must be maintained during the entire time of the Contract with the City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant’s eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City’s Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any

Public Works contract with the City for a period of three (3) years from the execution of the Contract.

- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on any Project and any related projects, including that of all agents, employees, officers, and contractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.
- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of the City and are to be delivered to the City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to the Consultant. City shall retain ownership of these original works. If approved in writing by the City, the Consultant may retain the originals and supply the City with reproducible copies of the work.

9. CONFLICT OF INTEREST

- 9.1. Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, the Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if the Consultant gains such interest during the course of this Contract.
- 9.2. If Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.
- 9.3. Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision-maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.

9.4. Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than the City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor, subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with the City.

10. COVENANT AGAINST CONTINGENT FEES

Consultant affirms that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, 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.

11. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, 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 Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty herein shall arise in connection with any and all claims for damage, loss, liability and/or expenses attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

12. DISPUTE RESOLUTION

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should the City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse the City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by the City in enforcing the Consultant's obligations, whether or not a

legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-judicial enforcement activities.

13. ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by the Consultant without prior written authorization from the City, at the City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between the City and the Consultant.

14. PROHIBITION ON ASSIGNMENT

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of the City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Consultant.

15. MISCELLANEOUS PROVISIONS

- 15.1. Equal Opportunity. Consultant covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall comply with all applicable federal, state, and local laws and ordinances at the time of execution of this Contract and shall not discriminate against or segregate any person or group of persons any person on account of race, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age, physical handicap or medical condition in the performance of this Contract and shall comply with the terms and intent of all applicable federal, state and local governance concerning nondiscrimination.
- 15.2. Legal Compliance. Consultant agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, Arizona Executive Order No. 99-4, and the Arizona Fair and Legal Employment Act, along with all laws, rules and regulations attendant thereto. Consultant acknowledges that a breach of this warranty is a material breach of this Contract and Consultant is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the legal right to inspect the documents of any and all Consultants, subconsultants and sub-subconsultants performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Consultant. Consultant hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

- 15.3. Specially Designated Nationals and Blocked Persons List. Consultant represents and warrants to City that neither Consultant nor any affiliate or representative of Consultant (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order No. 13224, 66 Fed.Reg. 49079 (“Order”); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s); (iii) is engaged in activities prohibited in the Order; or (iv) has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Consultant certifies that it does not have a scrutinized business operation in either Iran or Sudan.

Consultant further agrees to include the provisions set forth in Sections 15.2 and 15.3 in any and all subcontracts hereunder. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.4. Effective Date. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of the Consultant.
- 15.5. Governing Law. This Contract shall be governed and interpreted by the laws of the State of Arizona.
- 15.6. Exhibits. All exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any exhibit hereto, the terms of this Contract shall govern.
- 15.7. Force Majeure. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.7, a cause shall not be deemed beyond a party’s control if it is within the control of such party’s agents, employees, assigns, contractors or subcontractors.
- 15.8. Entire Agreement. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.9. Consultant’s Good Standing. Consultant hereby warrants and represents that it is a limited liability company, licensed to do business in the state of Arizona and

currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.

- 15.10. Independent Contractor. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.11. Severability. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.12. Time is of the Essence. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by the City.
- 15.13. No Waiver. No breach or default hereunder shall be deemed to have been waived the City, except by a writing to that effect signed on behalf of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City.
- 15.14. Survival. Any and all representations, obligations, indemnities, warranties, covenants, conditions and agreements contained in this Contract which are expressed as surviving the expiration or earlier termination of this Contract, or by their nature, are to be performed, observed or survive, in whole or in part, after the termination or expiration of this Contract term, shall survive the termination or expiration of this Contract.
- 15.15. Retention of Records. City, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Contract. Consultant will retain all books and records related to the services performed for a period of not less than the greater of any applicable federal law retention requirement or five (5) years following termination of this Contract.

- 15.16. Antitrust Violations. City and Consultant recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the City. Therefore, the Consultant assigns to the City any and all claims for such overcharges. Consultant in all subcontracts shall require all subcontractors to likewise assign all claims for overcharges to the City.
- 15.17. Headings. The heading use in this Contract is for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 15.18. No Construction Against Drafting Party. Each party acknowledges that it has had an opportunity to review the Contract with counsel, and such documents shall not be construed against any party that is determined to have been the drafter of the documents.

15.19. Notices to Parties:

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

CITY:

Andy Goh, City Engineer
 City of Tempe
 Public Works/Engineering Dept.
 P.O. Box 5002
 Tempe, AZ 85280

CONSULTANT:

Jeff Velasquez
 J2 Engineering & Environmental
 Design, LLC
 4649 E. Cotton Gin Loop, Suite B2
 Phoenix, AZ 85040

- 15.20. Liquidated Damages. City reserves the right to assess liquidated damages in the sum set forth below per calendar day for failure to comply with the conditions of the Contract, including but not limited to failure of the Consultant to complete the work and/or services by the time specified herein. This sum may be deducted from the Consultant's payment or anticipated payment for failure to deliver and/or perform as specified. No premium will be awarded to the Consultant for delivery and/or performance by the specified time. Permitting the Consultant to complete work and/or services pursuant to the Contract, or by extension thereof, shall in no way be deemed to waive or diminish the City's rights available by law or in equity, under the Contract.
- 15.21. Non-Appropriation of Funds. If funds appropriated by the City Council or otherwise allocated to perform the work becomes unavailable for payment by the City under this Contract, the City may delay the work for a period up to six (6) months, after which date if no funds are legally available, City may terminate the Contract at the City's sole option. In case of any such delay by City, Consultant may suspend performance of work or services as applicable. However, nothing herein shall be construed to allow termination of the Contract by Consultant for such delay.

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.

DATED this _____ day of _____, 2008.

CITY OF TEMPE, ARIZONA

By: _____
Mayor

By: _____
Public Works Manager

ATTEST:

Recommended By:

City Clerk

Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

City Attorney

CONSULTANT
J2 Engineering & Environmental Design,
LLC

Name

Title

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

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A



engineering and
environmental design

Tuesday, October 28, 2008

Mr. Christopher S Kabala, P.E.
Principal Civil Engineer
Capital Improvements Section
City of Tempe Public Works / Engineering
31 E. 5th Street
Tempe, Arizona 85281

Re: Scudder Park CIP 6303111

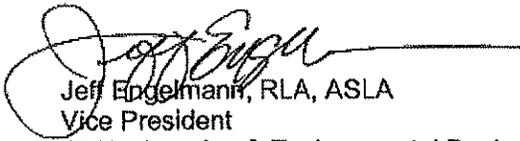
Mr. Kabala:

J2 Engineering & Environmental Design has revised our previous submittal based on your comments and remains very excited to begin, and continue our work on Scudder Park. We would like to sincerely thank you for the opportunity to serve the City of Tempe with our expertise. The attached scopes of services and fees have been constructed to reflect the conversations that we have had with you and City staff and our understanding of the unique aspects of this project.

The J2 fee proposal for this park includes the following primary categories: Base Design Services, Allowances, and Post Design Observations, and production of the As-Builts. The Fee Summary on the following pages shows these categories with the associated fees per each. Following the Fee Summary sheet, a more detailed breakdown of the cost derivation for each category is shown. Also included is a detailed Scope of Work and an estimated Plan Sheet Count for the final bid-set of construction documents.

Please feel free to contact me with any questions that you may have regarding this proposal. We thank you again for your selection – our entire team looks forward to working with you.

Sincerely,


Jeff Edgelmann, RLA, ASLA
Vice President
J2 Engineering & Environmental Design

4649 E. Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
voice 602.438.2221
fax 602.438.2225



Scope of Services

Scudder Park City of Tempe

CIP 6303111

Project Background and Description

- Estimated construction budget \$900,000 based upon information provided by City of Tempe (COT)
- Construction documents for areas on-site only
- This project will be a design-bid-build project.
- Park will be approximately 4.0 acres total site area.
- Programmed improvements and anticipated facilities for this City of Tempe Park have been determined through an extensive Public Input process and input from City of Tempe staff. However budget constraints and City maintenance practices may result in refinements to the approved master plan design. Based on the input from the City and the public the following facilities were included in the master plan, and have been assumed for the purpose of scoping to remain part of the park's final design features:
 - Preservation of existing trees
 - Preservation of and if possible increase in storm water retention within the park
 - Design of a new automatic sprinkler irrigation system while preserving and improving the distribution of the existing flood irrigation water
 - Decommissioning of the existing public art piece and associated earthen structures
 - Development and approval of a License Agreement between the City of Tempe and the School District for shared park land
 - Creation of new defined and enhanced entries into park at Watson Drive, Magdalena Drive and Lakeshore Drive
 - New soft surface trail around perimeter of the park
 - Five (5) new picnic ramadas with overhead structures, concrete pads, BBQ Grills and Tables
 - A new creative play area for ages 0 to 5 years of age separated from a new play area for ages 5 to 12 years of age.
 - New swings and rock climbing apparatus
 - New concrete walkways connecting east and west edges of the park extending to each ramada and surrounding the new play area
 - New drinking fountains (2)
 - Bench seating throughout the park
 - Exercise course associated with soft surface trail
 - Meditation garden area
- Utilities improved for on-site use include water and power.
- Site survey and topographic mapping (1' contour intervals) will be included in the team's services. An option is available to provide an ALTA survey and development of a legal description that will be required as part of the required license agreement between the City and the Tempe Elementary School District. The ALTA and legal easement will be included as options in the fee proposal.
- Six (6) Plan Submittal sets (one set full-size, five sets at 11" x 17") are included in the base fee for each submittal stage (30%, 60%, 95%, and 100% construction set). At the final construction set stage, City of Tempe will also be provided one full-size set of 3-Mil mylar signed-and-sealed originals. Additional sets will be billed on a time and materials basis and are out of the scope of this contract.



Anticipated Meetings

- Meetings shall occur during Development Services Reviews, Pre-Design Services, Base Design Services, and the optional Post-Design Services as indicated in the attached Fee Schedule/Derivation of Cost.

The following are descriptions of the proposed tasks for the project including the subtasks, meetings and other project activities, deliverables and meetings with each task.

Task 100 Pre-Design Project Start-Up

Purpose: The Consultant will hold a project start up meeting with the City of Tempe and key stakeholders. During this meeting the following will be discussed; project team responsibilities; reporting structure; project task and deliverables; proposed project design schedule; key project issues; and the overall goals and objectives of the project. As a result of this meeting the Consultant will prepare a revised schedule for the project. Following the meeting the Consultant Team will attend a project site tour with City Staff and key stakeholders to review the existing site, identify site constraints, and discuss opportunities.

As part of this pre-design and project start up the Consultant Team will begin the process of collecting the site data required for the construction documentation effort.

Method:

1. Develop design schedule
2. Review base information and background data available from the City of Tempe
3. Team site visit to review existing conditions
4. Coordinate Geotechnical Areas of Testing based on approved master plan
5. Coordinate Survey and Topography Services to produce an electronic base map @ 1 foot contour intervals
6. Define utility needs and potential coordination issues
7. Confirm project program
8. Confirm project budget
9. Confirm Final Master Plan and Discuss Opportunities and Constraints with City Staff
10. Initiate Drainage Memo updating J2's previously completed drainage analysis
11. Prepare "order of magnitude" cost estimate

Products:

- Project Notebook (for internal design team) with:
 - Contact list
 - Background data
 - Meeting Notes
 - Project Correspondence/Updates
- Microsoft Project Schedule
- Field notes, photographs
- Utility needs and contacts memo
- Survey field data collection (map and digital)
- Final project program (memo)
- Drainage memo
- Project budget allocation (memo)

Meetings:

- Site visit with City Staff and design team
- One Progress Meeting w/ City Staff
- One technical Meeting w/ City Staff



Task 200 Plan Sheet Development and Schematic Design (30%)

Purpose: To refine the physical form of the project from the approved master plan and final program to align with the City's preferred construction methods, materials and budget discussed in task 100 and 200. In this early design stage, the design team will prepare a schematic design for the park to gain approval to proceed to the Design Development Phase (60%). Design team will coordinate with City staff.

Method:

1. Develop layout and sheets for site elements
2. Develop utility needs and potential coordination issues
3. Analyze construction type and establish preferred method/material vs. cost for: paving, walls, signs, planting, structures, lighting, etc.
4. Prepare product/cut sheet manual and materials/color board for proposed products, materials and colors.
5. Prepare schematic utility plan
6. Prepare schematic grading / drainage plan
7. Prepare Mock-up "Mini-Set" of Construction Documents
8. Prepare "Order of Magnitude" cost estimate.
9. Irrigation Point of Connection and Mainline Schematic Design
10. Initiate City's Development Services Department Planning Process

Products:

- Preliminary design plan and sheet preparation for project at appropriate scale: generally 1"= 20', 1"=30' or 1"=40'.
- Develop design elements (paving, walls, benches, trash receptacles, playground equipment, plant materials, lights, etc) for approval and discussion.
- Recommended construction type/materials memo
- Materials/Color Boards as needed (30"x 40" foam-core board) for appropriate materials/color samples.
- Prepare schematic utility plan
- Prepare schematic grading / drainage plan/memo.
- Prepare project "Mini Plan-Set" @ 11"x 17" portraying final base sheets, cover, notes, details (1 set for City review/approval)
- "Order of magnitude" cost estimate
- Development Services Department Planning Application - Submittal Requirements for Cut Sheets and other Site Data Requested

Meetings:

- One Coordination Design Meeting w/ City Staff
- One Coordination Meeting with Subconsultants
- Initial City Development Services Department Planning Application Review Meeting
- One Comment Resolution Meeting with City Staff

Task 300 Design Development (60%)

Purpose: To refine and revise the project design and specifications, further develop and coordinate utilities, refine cost estimate, and coordinate design disciplines and project elements. Design team will coordinate with City staff.

Method:

1. Revise schematic plans per COT's comments.
2. Prepare construction document package.
3. Develop plans and details:
 - Hardscape/general plan/demo
 - Hardscape Details
 - Paving/Grading
 - Utilities



- Planting
 - Irrigation-Design/Details
 - Lighting/Electrical power
 - Signage
4. Refine Drainage Memo
 5. Prepare 60% estimate.
 6. Develop 60% specifications.
 7. Initiate License Agreement with School District
 8. Coordination Meeting with City Staff
 9. Finalize City Development Services Department Planning Process
 10. Initiate City Development Services Department Engineering Process

Products:

- Design Development Package (60%)
 - One (1) full size 22"x34" reproducible set of plans
 - One (1) half size 11" x 17" PDF electronic copy for review by the City
 - Three (3) 11" x 17" hard copy sets for distribution to the consultant team
 - Ten (10) 11" x 17" hard copy sets for distribution to the utility companies
- Two (2) hard copies and one (1) PDF copy of the revised drainage memo
- Two (2) hard copies and one (1) PDF copy of the outline of Technical Specifications
- Two (2) hard copies and one (1) PDF copy of estimate of probable construction cost
- Two (2) hard copies and one (1) PDF copy of the Geotechnical Report
- Development Services Department Engineering Application

Meetings:

- One Coordination Design Meeting w/ City Staff
- One Coordination Meeting with Subconsultants
- One Coordination Meeting with City and School District Staff for License Agreement
- Final City Development Services Department Planning Meeting
- Initial City's Development Services Department Engineering Application Meeting
- One Comment Resolution Meeting with City Staff

Task 400 Pre-Final Construction Documents (90%)

Purpose: To provide pre-final construction documents for City review. These pre-final construction documents will be a refinement of the 60% Design Development package. The refinements will be generated from review comments approved by the City's Project Manager. Design team will coordinate with City staff or if the selected bidding process is one of the State's approved alternative delivery methods the CM@R or Design Build Contractor. This task will also include submitting signed and sealed sheets that will be processed through the City for Building Permitting.

Method:

1. Revise 60% plans per COT's comments.
2. Complete plans and details for:
 - Hardscape/General plan/Demo
 - Hardscape Details
 - Paving/Grading
 - Utilities
 - Planting
 - Irrigation-Design
 - Lighting/Electrical power
 - Signage
3. Prepare Final Drainage Memo
4. Prepare 95% estimate of probable cost.
5. Develop 95% specifications.



6. Review Meeting with City Staff
7. Track School District License Agreement
8. Finalize City's Development Services Department Engineering Process
9. Finalize License Agreement with School District

Products:

- Construction documents plan set (90% pre-final)
 - One (1) full size 22"x34" reproducible set of plans
 - One (1) half size 11" x 17" PDF electronic copy for review by the City
 - Three (3) 11" x 17" hard copy sets for distribution to the consultant team
 - Ten (10) 11" x 17" hard copy sets for distribution to the utility companies
- Two (2) hard copies and one (1) PDF copy of the final drainage memo
- Two (2) hard copies and one (1) PDF copy of the pre-final Technical Specifications
- Two (2) hard copies and one (1) PDF copy of estimate of probable construction cost
- Signed and Sealed Set of Plans Submitted for Building Permitting
- Revised License Agreement with School District
- Revised Development Services Department Engineering Submittal

Meetings:

- One Coordination Design Meeting w/ City Staff
- One Coordination Meeting with Subconsultants
- One Coordination Meeting with City and School District Staff for License Agreement
- Final City Development Services Department Engineering Meeting
- One Comment Resolution Meeting with City Staff

Task 500 Final Construction Documents (100%)

Purpose: These final construction documents will be a refinement of the 90% pre-final construction documents. Refinement will be based on responding to all City Project Manager approved comments. Design team will coordinate with City staff or if the selected bidding process is one of the State's approved alternative delivery methods the CM@R or Design Build Contractor.

Method:

1. Final revisions to plans per COT's comments – achieve resolution on all review comments
2. Revise bid set plans and details for
 - Hardscape/General plan/Demo
 - Hardscape Details
 - Paving/Grading
 - Utilities
 - Planting
 - Irrigation
 - Lighting/Electrical Power
 - Signage
3. Revise Estimate of Probable Cost
4. Revise Specifications.
5. Finalize License Agreement with School District



Products:

- Final construction documents plan set (100% final)
 - One (1) full size 22"x34" reproducible set of plans
 - One (1) half size 11" x 17" PDF electronic copy for review by the City
 - Three (3) 11" x 17" hard copy sets for distribution to the consultant team
 - Ten (10) 11" x 17" hard copy sets for distribution to the utility companies
- Two (2) hard copies and one (1) PDF copy of the pre-final Technical Specifications
- Two (2) hard copies and one (1) PDF copy of estimate of probable construction cost
- License Agreement with School District Finalized

Meetings:

- One Coordination Design Meeting w/ City Staff
- One Coordination Meeting with Subconsultants
- One Coordination Meeting with City and School District Staff to Finalize License Agreement
- One Comment Resolution Meeting with City Staff

Task 600 Bid Documents

Purpose: To provide Final Construction Documents, sealed by an Arizona registered professional, suitable for public works construction. Design team will coordinate with City staff or if the selected bidding process is one of the State's approved alternative delivery methods the CM@R or Design Build Contractor, and shall also assist the City during this phase by answering contract document questions and preparing necessary addenda for construction.

Method:

1. Finalize plans per COT's comments – achieve resolution on all review comments
2. Finalize bid set plans and details for
 - Hardscape/General plan/Demo
 - Hardscape Details
 - Paving/Grading
 - Utilities
 - Planting
 - Irrigation
 - Lighting/Electrical Power
 - Signage
3. Finalize Opinion of Probable Cost
4. Finalize Specifications
5. Project Bid Set Deliverables to City for construction
6. Prepare addenda (if necessary).

Products:

- Documentation of Contractor questions and response during bidding or GMP Development.
- Electronic and Hard Copy of all Addenda (if Necessary)
- Final construction/permit-ready plans (see attached sheet index) and Specifications. Plans 3-Mil Mylar @ 24" x 36" on standard City sheets. Specifications 8 ½" x 11" opinion of probable cost and bid schedule.
- Plans, Specifications, Estimate, and Addenda provided in both hard copy and digital (PDF or CADD) format.
- Electrical and Lighting Calculations

Meetings:

- One Coordination Design Meeting w/ City Staff



Task 700 Post Design Services (Hourly not to Exceed)

Purpose: To assist the City with construction bidding and construction observation services, or if an alternative delivery method has been selected coordinate with the CM@R or Design Build Contractor and City in review of Shop Drawings and RFI's during construction.

Method:

1. Shop Drawing Review and Submittal Coordination
2. Response to RFI's.
3. Punch List, Pre-Final Project Inspection
4. Final Project Inspection, Project Close-out, Substantial Completion

Products:

- Field Observation Memos as required.
- Review of Submittals and response to RFI's.

Meetings:

- Monthly Construction Meetings (10)
- Site Meetings (10)

Task 800 Record Drawings

Purpose: To prepare the Record Drawings based on the Contractor's As-Built drawings

Method:

1. Only 25% of the anticipated total number of sheets in the final bid set will require modifications based on the contractors marked up field set, and it has been assumed in this scope of services that each sheet will only require four (4) man hours to prepare and print the record drawings. Any additional effort to prepare the record drawings beyond this assumption will be billed on a Time and Materials Basis.

Products:

- As-built drafting onto original sealed 3-Mil Mylar Drawings

Meetings:

- None this phase

General Project Assumptions:

- All drawings will be produced in AutoCAD Format
- Specifications shall include the technical specifications with the appropriate measurement and payment sections. The City will provide the General Conditions and Standard City Contract for public works.
- All project coordination meetings and design review meetings have been estimated not to exceed two (2) hours in length.
- The City shall be responsible for all review and permit fees
- The existing water source that is on site is available for the on-site irrigation system
- The existing water pressure is adequate and available for sprinkler irrigation of the park and a booster pump will NOT be required
- Environmental assessments, studies, or investigations are not required for this project including (hazardous materials, biological, cultural, noise, water, etc.
- An allowance of \$5,000 has been set aside for any structural designs and or calculations for walls, monuments, play ground features, and miscellaneous structures within the park.



Tuesday, October 28, 2008

The following task and or services are NOT included in this scope of services:

- Project Web Site Development and Maintenance.
- Utility Potholing
- Utility Capacity Studies and or Reports
- Right-of-way abandonment
- Lot assemblies
- Re-platting of any property
- Off-Site improvements (design for improvements outside the 4.0 acres)
- Traffic Studies
- ½ Street Improvements
- Street Lighting
- Fees for City or County permitting
- Public Involvement
- Public announcements, advertisements, public meeting space reservations and/or mailings
- Media coordination
- Multiple construction sets of the contract documents
- Construction Administration or Construction Management Services
- As-Built Survey(s)

Compensation:

The Consultant shall be compensated per the attached fee matrix

Schedule:

The Consultant shall complete Task 100-600 described above (design task only not construction) within three hundred sixty five (365) calendar days after receipt of the official Notice to Proceed. Any extension of the project schedule may result in additional cost to the project. Any additional project cost resulting from a change in the project schedule will be negotiated between the Consultant and the City at such time that the change in schedule occurs.

The Consultant will submit a schedule within 14 working days from the official Notice to Proceed (NTP). The schedule shall be developed in a computerized format (Microsoft Project) that contains the anticipated beginning and end dates for the major task identified in this scope of services.

End Scope of Services



DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

**City of Tempe
Scudder Park Tempe Arizona
CIP 6303111**

FIRM NAME: J2 Engineering & Environmental Design

Tuesday, October 28, 2008

BASIC DESIGN SERVICES - LANDSCAPE ARCHITECTURE AND CIVIL ENGINEERING PARK DESIGN

Task	Description	Project	Project	Project	Design	L.A.	Civil Designer	Total	Total
		Principal	Eng.	L.A.	Eng.	Designer	CADD		
Hourly Labor Rates		\$184.25	\$130.61	\$130.61	\$95.13	\$82.63	\$79.96		
100 Task	100 Pre-Design Project Start-Up	2	12	14	8	4	2	40	\$4,819.58
	Project Administration & Coordination	2						2	\$362.50
	Develop Project Schedule			2				2	\$261.22
	Review Base Information from City of Tempe		1	1	2	2		6	\$616.74
	Initiate Geotechnical Investigations			1				1	\$130.61
	Initiate and Coordinate Topographic Survey			1			2	3	\$209.53
	Initiate Utility Research		2	2				4	\$522.44
	Initiate Drainage Memo		2		2			4	\$451.48
	Initiate Cost Analysis		1	1	2	2		6	\$616.74
								0	\$0.00
	Site visit with City Staff and design team		2	2				4	\$522.44
	One Progress Meeting w/ City Staff		2	2				4	\$622.44
	One technical Meeting w/ City Staff		2	2				4	\$522.44
200 Plan	Sheet Development and Schematic Design (30%)	4	25	59	32	112	58	290	\$28,632.84
	Project Administration & Coordination	2						2	\$362.50
	Quantities & Estimate		2	2	4	4	4	16	\$1,553.32
	Outline Specifications		1	2				3	\$391.83
	Planning Initial Application Submittal with Master Plan			2		4	2	8	\$761.68
	QA/QC	2						2	\$362.50
									\$0.00
	PLAN DEVELOPMENT								\$0.00
	Cover Sheet (1)			1			2	3	\$290.53
	General Notes Sheet (1)		1	1			2	4	\$421.14
	Demolition Plan (1"=40') (2)		2	1	4		4	11	\$1,092.19
	Coordinate Geometry Layout Plans (1"=20') (4)		2		4		6	12	\$1,121.50
	Coordinate Geometry Table Sheet (2)		2		4		6	12	\$1,121.50
	Grading & Drainage Plans (1"=20') (4)		4		8		12	24	\$2,243.00
	Water Line Plans (1"=20') (1)		2		4		8	14	\$1,281.42
	Civil Engineering Notes and Detail Sheets (3)		2		4		12	18	\$1,601.26
	Landscape Legend, Notes, & Summary Sheet (1)			2		4		6	\$591.74
	Hardscape Plans (1"=20') (4)			4		12		16	\$1,514.00
	Site Specific Details (Hardscape, Sport Courts, Playground, etc.) (4)			12		32		44	\$4,211.48
	Hardscape Enlargement Detail Sheets (1/8"=1'-0")			4		12		16	\$1,514.00
	Ramada Structure Sheets (2)			2		4		6	\$591.74
	Planting Plans (1"=20') (4)			4		12		16	\$1,514.00
	Planting Details (2)			1		2		3	\$295.87
	Irrigation Legend, Notes, & Summary Sheet (1)			2		4		6	\$591.74
	Irrigation Plans (1"=20') (4)			8		12		20	\$2,038.44
	Irrigation Details / Water Schedule Sheets (4)			2		8		10	\$922.26
								0	\$0.00
	Coordination Meeting with City of Tempe (1)		2	2				4	\$622.44
	Coordination Meeting with Subconsultants (1)		2	2				4	\$622.44
	Initial City DSD Planning Application Review Meeting (1)			2		2		4	\$428.48
	Comment Resolution Meeting (1)		3	3				6	\$783.66
300 Design	Development (60%)	4	52	72	41	77	52	298	\$31,341.40
	Project Administration & Coordination	2						2	\$362.50
	Response to Review Comments		4	4				8	\$1,044.88
	Quantities & Estimate		2	2	4	4	4	16	\$1,553.32
	Specifications		8	16				24	\$3,134.64
	Refine Drainage Memo		4		8		2	14	\$1,443.40
	Utility Coordination		3	3				6	\$783.66
	Finalize City DSD Planning Process			2		4		6	\$591.74
	Initial Application Submittal DSD Engineering		2		4			6	\$641.74
	Initiate School District and City License Agreement		4	8			8	20	\$2,207.00
	QA/QC	2						2	\$362.50
									\$0.00
	PLANS								\$0.00
	Cover Sheet (1)			1			1	2	\$210.57
	General Notes Sheet (1)		1	1			1	3	\$341.18

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

**City of Tempe
Scudder Park Tempe Arizona
CIP 6303111**

FIRM NAME: J2 Engineering & Environmental Design

Tuesday, October 28, 2008

BASIC DESIGN SERVICES - LANDSCAPE ARCHITECTURE AND CIVIL ENGINEERING PARK DESIGN

Task	Description	Project Principal	Project Eng.	Project L.A.	Design Eng.	L.A. Designer	Civil Designer CADD	Total Hours	Total Fees
	Demolition Plan (1"=40') (2)		1	1	1		2	5	\$516.27
	Coordinate Geometry Layout Plans (1"=20') (4)		1		2		3	6	\$560.79
	Coordinate Geometry Table Sheet (2)		1		2		3	6	\$560.79
	Grading & Drainage Plans (1"=20') (4)		8		12		8	28	\$2,826.12
	Water Line Plans (1"=20') (2)		1		2		4	7	\$640.71
	Civil Engineering Notes and Detail Sheets (3)		1		4		8	13	\$1,150.61
	Landscape Legend, Notes, & Summary Sheet (1)			1		2		3	\$295.67
	Hardscape Plans (1"=20') (4)			2		8		10	\$922.26
	Site Specific Details (Hardscape, Sport Courts, Playground, etc.) (4)			4		16		20	\$1,844.52
	Hardscape Enlargement Detail Sheets (1/8"=1'-0")			2		8		10	\$922.26
	Ramada Structure Sheets (2)			1		2		3	\$295.67
	Planting Plans (1"=20') (4)			4		8		12	\$1,163.48
	Planting Details (2)		1	1		1		2	\$213.24
	Irrigation Legend, Notes, & Summary Sheet (1)			1		2		3	\$295.67
	Irrigation Plans (1"=20') (4)			4		8		12	\$1,163.48
	Irrigation Details / Water Schedule Sheets (4)			1		4		5	\$461.13
	Stormwater Pollution & Protection Plans and Details (3 Sheets)			2		8	8	18	\$1,561.94
	Meetings:							0	\$0.00
	Coordination Meeting with City of Tempe (1)		2	2				4	\$522.44
	Coordination Meeting with Subconsultants (1)		2	2				4	\$522.44
	Coordination Meeting with City and School District Staff for License Agreement (1)		2	2				4	\$522.44
	Final Meeting DSD Planning Meeting (1)			2		2		4	\$426.48
	Initial Engineering DSD Application Review Meeting (1)		2		2			4	\$451.48
	Comment Resolution Meeting (1)		3	3				6	\$783.66
	400 Pre-Final Construction Documents (90%)	4	32	42	20	37	27	162	\$17,508.97
	Project Administration & Coordination	2						2	\$362.50
	Response to Review Comments		3	3				6	\$783.66
	Quantities & Estimate		2	2	2	2		10	\$1,037.88
	Specifications		4	8				12	\$1,667.32
	Final Drainage Memo		2		4		2	8	\$801.66
	Final DSD Engineering Submittal		2		4			6	\$641.74
	Finalize License Agreement with School District		2	4			2	8	\$943.58
	QA/QC	2						2	\$362.50
	PLANS								\$0.00
	Cover Sheet (1)			1			1	2	\$210.57
	General Notes Sheet (1)		1	1			1	3	\$341.18
	Demolition Plan (1"=40') (2)		1	1	1		1	4	\$436.31
	Coordinate Geometry Layout Plans (1"=20') (4)		1		1		2	4	\$385.66
	Coordinate Geometry Table Sheet (2)		1		1		2	4	\$385.66
	Grading & Drainage Plans (1"=20') (4)		1		2		4	7	\$640.71
	Water Line Plans (1"=20') (2)		1		1		2	4	\$385.66
	Civil Engineering Notes and Detail Sheets (3)		1		2		4	7	\$640.71
	Landscape Legend, Notes, & Summary Sheet (1)			1		1		2	\$213.24
	Hardscape Plans (1"=20') (4)			1		4		5	\$461.13
	Site Specific Details (Hardscape, Sport Courts, Playground, etc.) (4)			2		8		10	\$922.26
	Hardscape Enlargement Detail Sheets (1/8"=1'-0")			1		4		5	\$461.13
	Ramada Structure Sheets (2)			1		2		3	\$295.67
	Planting Plans (1"=20') (4)			2		4		6	\$591.74
	Planting Details (2)		1	1		1		2	\$213.24
	Irrigation Legend, Notes, & Summary Sheet (1)			1		1		2	\$213.24
	Irrigation Plans (1"=20') (4)			2		4		6	\$591.74
	Irrigation Details / Water Schedule Sheets (4)			1		2		3	\$295.67
	Stormwater Pollution & Protection Plans and Details (3 Sheets)			1		4	4	9	\$780.97
	Meetings:							0	\$0.00
	Coordination Meeting with City of Tempe (1)		2	2				4	\$522.44
	Coordination Meeting with Subconsultants (1)		2	2				4	\$522.44
	Coordination Meeting with City and School District Staff for License Agreement (1)		2	2				4	\$522.44
	Final Meeting to close out Engineering DSD		2		2			4	\$451.48
	Comment Resolution Meeting (1)		2	2				4	\$522.44

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

**City of Tempe
Scudder Park Tempe Arizona
CIP 6303111**

FIRM NAME: J2 Engineering & Environmental Design

Tuesday, October 28, 2008

BASIC DESIGN SERVICES - LANDSCAPE ARCHITECTURE AND CIVIL ENGINEERING PARK DESIGN

Task	Description	Project Principal	Project Eng.	Project L.A.	Design Eng.	L.A. Designer	Civil Designer CADD	Total Hours	Total Fees
500	Final Construction Documents (100%)	4	24	35	8	21	16	108	\$12,206.62
	Project Administration & Coordination	2						2	\$362.50
	Response to Review Comments		2	2				4	\$522.44
	Quantities & Estimate		2	2	2	2	2	10	\$1,037.80
	Specifications		4	8				12	\$1,567.32
	QA/QC	2						2	\$362.50
									\$0.00
	PLANS								\$0.00
	Cover Sheet (1)			1			1	2	\$210.57
	General Notes Sheet (1)		1	1			1	3	\$341.18
	Demolition Plan (1"=40') (2)		1	1	1		1	4	\$436.31
	Coordinate Geometry Layout Plans (1"=20') (4)		1	1	1		1	3	\$305.70
	Coordinate Geometry Table Sheet (2)		1		1		1	3	\$305.70
	Grading & Drainage Plans (1"=20') (4)		1		1		2	4	\$385.66
	Water Line Plans (1"=20') (2)		1		1		1	3	\$305.70
	Civil Engineering Notes and Detail Sheets (3)		1		1		2	4	\$365.66
	Landscape Legend, Notes, & Summary Sheet (1)			1		1		2	\$213.24
	Hardscape Plans (1"=20') (4)			1		2		3	\$295.87
	Site Specific Details (Hardscape, Sport Courts, Playground, etc.) (4)			1		4		5	\$461.13
	Hardscape Enlargement Detail Sheets (1/8"=1'-0")			1		2		3	\$295.87
	Ramada Structure Sheets (2)			1		1		2	\$213.24
	Planting Plans (1"=20') (4)			1		2		3	\$295.87
	Planting Details (2)			1		1		2	\$213.24
	Irrigation Legend, Notes, & Summary Sheet (1)			1		1		2	\$213.24
	Irrigation Plans (1"=20') (4)			1		2		3	\$295.87
	Irrigation Details / Water Schedule Sheets (4)			1		1		2	\$213.24
	Stormwater Pollution & Protection Plans and Details (3 Sheets)			1		2	2	5	\$455.79
									\$0.00
	Meetings:							0	\$0.00
	One Coordination Design Meeting w/ City Staff		2	2				4	\$522.44
	One Coordination Meeting with Subconsultants		2	2				4	\$522.44
	One Coordination Meeting with City and School District Staff to Finalize License Agreement		3	3			2	8	\$943.58
	Comment Resolution Meeting (1)		2	2				4	\$522.44
600	Bid Documents	3	13	22	7	12	10	67	\$7,572.17
	Project Administration & Coordination	2						2	\$362.50
	Response to Review Comments		1	1				2	\$261.22
	Quantities & Estimate		1	1	1	1	1	5	\$518.94
	Specifications		2	4				6	\$783.66
	QA/QC	1						1	\$161.25
									\$0.00
	PLANS								\$0.00
	Cover Sheet (1)			1			1	2	\$210.57
	General Notes Sheet (1)		1	1			1	3	\$341.18
	Demolition Plan (1"=40') (2)		1	1	1		1	4	\$436.31
	Coordinate Geometry Layout Plans (1"=20') (4)		1	1	1		1	3	\$305.70
	Coordinate Geometry Table Sheet (2)		1		1		1	3	\$305.70
	Grading & Drainage Plans (1"=20') (4)		1		1		1	3	\$305.70
	Water Line Plans (1"=20') (2)		1		1		1	3	\$305.70
	Civil Engineering Notes and Detail Sheets (3)		1		1		1	3	\$305.70
	Landscape Legend, Notes, & Summary Sheet (1)			1		1		2	\$213.24
	Hardscape Plans (1"=20') (4)			1		1		2	\$213.24
	Site Specific Details (Hardscape, Sport Courts, Playground, etc.) (4)			1		1		2	\$213.24
	Hardscape Enlargement Detail Sheets (1/8"=1'-0")			1		1		2	\$213.24

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Tempe
 Scudder Park Tempe Arizona
 CIP 6303111

FIRM NAME: J2 Engineering & Environmental Design

Tuesday, October 28, 2008

BASIC DESIGN SERVICES - LANDSCAPE ARCHITECTURE AND CIVIL ENGINEERING PARK DESIGN

Task	Description	Project Principal	Project Eng.	Project L.A.	Design Eng.	L.A. Designer	Civil Designer CADD	Total Hours	Total Fees
	Ramada Structure Sheets (2)			1		1		2	\$213.24
	Planting Plans (1"=20') (4)			1		1		2	\$213.24
	Planting Details (2)			1		1		2	\$213.24
	Irrigation Legend, Notes, & Summary Sheet (1)			1		1		2	\$213.24
	Irrigation Plans (1"=20') (4)			1		1		2	\$213.24
	Irrigation Details / Water Schedule Sheets (4)			1		1		2	\$213.24
	Stormwater Pollution & Protection Plans and Details (3 Sheets)			1		1	1	3	\$293.20
	Meetings:								\$0.00
	One Coordination Design Meeting w/ City Staff		2	2				4	\$522.44
Total Hours Design		21	158	244	114	263	185	985	\$102,081.38
Sub-Total J2 Design Services (Labor)									\$102,081.38
Sub-Total J2 Design Services (Expenses)									\$2,252.47
Sub-Total J2 Design Services									\$104,333.85
Sub-Consultant Cost									
Geotechnical Testing (RAMM)									\$2,000.00
Electrical Engineering (Wright Engineering)									\$7,480.00
Topographic Survey (Merestone)									\$5,280.00
Sub-Management Fee									\$738.00
Sub-Total Sub-Consultant Design Services									\$15,498.00
Allowances									
ALTA Survey Allowance									\$1,550.00
Legal Easement for License Agreement Allowance									\$350.00
Structural Allowance									\$5,000.00
Sub-Total Allowances									\$6,900.00
Total Design Services with Design Allowances									\$126,731.85
700/800	Post Design Services (Hourly not to Exceed)	0	88	98	10	0	28	224	\$27,483.64
	Shop Drawing Review & Response		12	12	4			28	\$3,515.16
	Response to RFI's		8	8	2			18	\$2,280.02
	Punch List for Pre-final Project Inspection		8	8	2			18	\$2,280.02
	Final Project Inspection / Project Close-out / Substantial Completion		6	6	2			14	\$1,757.58
	As-built revisions, based on contractor redlines, hand drawn onto the original sealed Mylar Drawings.		4	4			28	36	\$3,283.76
	Monthly Construction Meetings (10)		30	40				70	\$9,142.70
	Site Meetings (10)		20	20				40	\$5,224.40
Total Hours		0	88	98	10	0	28	224	\$27,483.64
Sub-Total J2 Post Design Services (Labor)									\$27,483.64
Sub-Total J2 Post Design Services (Expenses)									\$1,080.00
Sub-Total J2 Post Design Services									\$28,563.64
Sub-Consultant Post Design Cost									
Geotechnical Testing (RAMM)									\$0.00
Electrical Engineering (Wright Engineering)									\$4,470.00
Topographic Survey (Merestone)									\$0.00
Sub-Management Fee									\$223.59
Sub-Total Sub-Consultant Post Design Services									\$4,693.59
Total Post Design Services									\$33,257.14
Total Design, Allowances and Post Design Services									\$159,988.99



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

R.A.M.M.

RECEIVED
SEP 17 2008

BY:
August 26, 2008

J2 Engineering and Environmental Design, LLC
4649 E. Cotton Gin Loop, Suite B2,
Phoenix, AZ 85040

Attn: Jeff Engelmann, PLA, ASLA/Email: jengelmann@j2design.us

Re: Proposal for Geotechnical Engineering Services RAMM Proposal No. PG09957
Scudder Park
Watson Drive and Lakeshore Drive
Tempe, Arizona

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

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

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

Respectfully submitted,

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

Kenneth L. Ricker, P.E.
President

/cc

RICKER, ATKINSON, McBEE, MORMAN & ASSOCIATES, INC.

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: J² Engineering and Environmental Design, LLC

RAMM Proposal No. PG09957

PROJECT: Scudder Park
Watson Drive and Lakeshore Drive
Tempe, Arizona

DESCRIPTION:

The existing park will be updated and include an entrance feature, sidewalks, four ramadas and a playground.

SCOPE OF SERVICES:

1. Test borings will be performed to determine subsurface conditions and obtain representative samples for laboratory analyses. Four test borings 10 feet in depth are proposed in the structure areas, three test borings 3 feet in depth are proposed for the walk areas and two test borings/percolation tests 3 feet in depth are proposed for the retention areas.
2. Laboratory analyses of representative samples will include:
 - Moisture Content and Dry Density
 - Compression
 - Swell
 - Minus No. 200 Sieve and Plasticity Index
3. The field and laboratory data will be used in engineering evaluation and analyses to formulate our geotechnical recommendations.
4. An Engineer's report will be provided presenting the results of the field and laboratory testing, and recommendations for foundation support (including footing depth, bearing capacity, and estimated settlement), lateral earth pressures, site grading and preparation procedures and results of percolation tests.

COMPLETION TIME:

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



RICKER, ATKINSON, McBEE, MORMAN & ASSOCIATES, INC.

ATTACHMENT "A" Proposal for Geotechnical Engineering Services

For: J² Engineering and Environmental Design, LLC

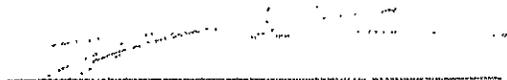
RAMM Proposal No. PG09957

PROJECT: Scudder Park
Watson Drive and Lakeshore Drive
Tempe, Arizona

FEE: \$ 2,000.00

The undersigned agrees to the forgoing Scope and Fee.

RICKER, ATKINSON, McBEE, MORMAN & ASSOCIATES, INC.

By: 
Kenneth L. Ricker, P.E., President

Client: _____

By: _____

Date: _____





14820 N. Cave Creek Rd.
Suite No. 8
Phoenix, AZ 85032
Phone: (602) 569-2000
Fax: (602) 569-2021

WORK ORDER CONTRACT FOR SURVEYING SERVICES

Date: August 26, 2008
Project Name: City of Tempe-Scudder Park-Topo-ALTA-Parcel Description
Ordered By: Jeff Engelmann
Company: J2 Design
Address: 4649 E. Colton Gin Loop, Suite B2
Phoenix, Arizona 85040
Phone: (602) 438-2221
Fax: (602) 438-2225
Work Order No.: mjs082608Tempe-Scudder park

SCOPE OF SERVICES:

- Perform the necessary field work to generate a Topographic Survey for Engineering Design purposes and an ACAD drawing file for client use. The site is within The City of Maricopa, Pinal County, Arizona. The detailed scope of work below is based upon instructions from client via email. The exact scope of work will include the following:
 - Part 1:
 - Obtain field measurements necessary to determine the horizontal and vertical datum (City of Tempe) of the site known as Scudder Park.
 - Perform a Topographic Survey of the park site. The Topographic Survey will be based upon City of Tempe datum.
 - Locate visible improvements and pavement along the existing roads (half street) around the site.
 - Perform cross section topo of the entire site in order to generate one (1) foot contours.
 - Locate visible surface indication of underground utilities.
 - Locate visible sanitary sewer, water, irrigation and any other visible utility facilities, including any blue-stake marks.
 - Locate walls, curbs, gutters, trees and sidewalks.
 - The final work product of this portion of the contract will be the ACAD drawing file for client use.
 - Part 2:
 - Based upon a current client provided title report, prepare an ALTA/ACSM Land Title Survey of Scudder Park.
 - The previous topography will be used for the completion of the ALTA/ACSM Land Title Survey.
 - All plottable easements and rights of way of record shown in the current title report will be shown on the ALTA/ACSM Land Title Survey.
 - A signed and sealed ALTA/ACSM Land Title Survey drawing will be produced as the final product of this portion of the survey.

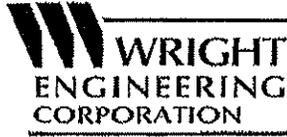
- Part 3:
 - Prepare a parcel description for approximately 10 feet of the West side of the existing school sight, East side of the existing park site, as instructed in more detail, before starting, by client.
 - The parcel description will include the parcel description and an accompanying exhibit.

- Other Scope Items
 - The survey scope of work, as specified above, will meet or exceed the minimum standards of the Arizona Professional Land Surveyors (APLS) and the Board of Technical Registration (BTR) for Topography, Boundary Surveys and the writing of Legal Descriptions.
 - This proposal does not include any item not specifically listed herein. Should the need arise for additional surveying services we will prepare a separate additional work order.
 - We assume that the bench mark needed to complete the above field work is located within one half mile of the site.
 - Should we find that the above conditions do not exist, we will stop work immediately pending our joint resolution.

We propose to provide the above defined scope of services for the following Lump Sum fees:

Part 1 - Topographic Survey	\$ 5,280.00
Part 2 - ALTA/ACSM Land Title Survey	\$ 1,560.00
Part 3 - Parcel Description	\$ 350.00
(1 parcel description and exhibit only)	
Total fees for this contract	\$ 7,180.00

The fees above do not reflect reimbursable items. Research materials and reproduction (if required) costs will be billed as reimbursable items. Reimbursable items will be billed at cost plus 15%. Travel time, equipment and normal survey supplies are included in the above lump sum fees.



165 East Chilton
Chandler, AZ 85225
Phone: (480) 497-5829
Fax: (480) 497-5807

August 27, 2008

J2
4649 E. Cotton Gin Loop
Suite B2
Phoenix, AZ 85040

Re: **City of Tempe Scudder Park Electrical & Lighting Design**

Attn: Jeff Engelmann

Dear Jeff:

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Tempe requirements:

Scope of Services Site Electrical and Lighting:

1. Investigate site and determine electrical & communications utility service drop locations. Coordinate electrical primary and secondary installation requirements and utility delivery design with SRP to one service point at the park.
2. Attend design meetings with Tempe staff and the Design team.
3. Site lighting as required for the aesthetic and security needs of the Park, tot-lots and all picnic and group ramadas all to meet footcandle levels outlined by the City of Tempe, including all details of construction, power distribution and circuiting.
4. Provide photometric plan calculations integrated into each submittal and final plan sets for review and for inclusion in bidding set. Photometric calculations will adhere to City of Tempe requirements.
5. Provide circuits for irrigation controls as required by J2. It is anticipated that all equipment will be pre-manufactured with one point of electrical connection.
6. All lighting control will be designed per City of Tempe requirements. All

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necessary equipment will be shown on the plans.

7. Prepare load calculations/panel schedules, and single line diagrams for the electric service per City and SRP requirements.
8. Prepare cost estimates of the lighting and electrical systems for budget analysis.
9. Prepare an electrical specification to be included in the bid documents.
10. The above Services will be provided in the following phases:
 - a. Schematic Design Phase (30%)
 - i. Lighting locations, and preliminary details will be provide
 - ii. Design meetings attended
 - b. Design Development Phase (60%)
 - i. City comments will be addressed
 - ii. Additional team input will be included
 - iii. Additional design development will be made, power routing etc.
 - iv. Design meetings attended.
 - c. Construction Document Phase (90%)
 - i. City comments will be addressed
 - ii. Additional team input will be included
 - iii. Additional design development will be made, wire sizing etc.
 - iv. Design meetings attended.
 - d. Final Construction Document Phase (100%)
 - i. City comments will be addressed
 - ii. Additional team input will be included
 - iii. Additional design development will be made, electrical calculations, wire sizing and final detail adjustments
 - iv. Design meetings attended.

Deliverables:

1. Plans will be prepared for 30%, 60%, 90%, 100% and permit stages. For each preliminary design phase, plans will be submitted for review on 24" x 36" bond for review with 8 1/2" x 11" reports, or submitted electronically in PDF format via email or other approved method.
2. Upon completion of the design, we will provide the requested sets of final sealed documents including 24" x 36" construction plans bearing the signature of a registered electrical engineer in the State of Arizona, and electronic copies as requested.

Scope of Post Design or Construction Services:

1. Provide addendums (ASI) as necessary to the project.

2. Review Contractor Submittals.
3. Provide RFI review and response.
4. Attend construction meetings as required.
5. Provide Walk through review and punch lists as requested.

Record Drawings:

1. Prepare Record Drawings based on Contractor As-Builts. It is anticipated that 25% of the total sheets in the CCD's set will require modifications based on the Contractor marked up field set, and each set will require only 3 man-hours to complete the incorporation of the mark ups. Additional effort to prepare the record drawings shall be billed on a Time and Material basis. As-built Surveys are not included in the scope of work. Record drawings shall be produced on Mylar with Engineer's original seal.

Responsibilities of Others:

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD or Microstation format, which includes all proposed, and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Documents will be submitted to J2 for Submittal to the City of Tempe permitting and design review.



Design Services Fees:

The above Design services will be provided and billed on a Lump Sum basis according to the attached schedule. **Total Lump Sum = \$7,480.00**

Post-Design and Construction Services Fees:

The Post Design services described above will be provided and billed on a Time and Material Basis according to the Rates Below Not to Exceed: **\$3330.00**

Record Drawings:

Record Drawings according to the above scope will be provided on a lump sum basis with any excess billed hourly for: **\$1140.00**

<u>Personnel</u>	<u>Hourly Rate</u>	<u>Personnel</u>	<u>Hourly Rate</u>
Principal	\$120	Designer	\$75
Senior Engineer	\$105	Draftsman	\$65
Engineer	\$95	Secretary	\$45

Printing Charges:

Printing and delivery will be charged as follows not to exceed **\$350.00**:

Blacklines	\$.90 each
Vellum Sepia	\$ 6.00 each
Mylar Sepia	\$15.00 each
Delivery Cost	cost

When work has been completed under this contract we will bill you on a monthly basis for these services. Payment terms are Net 30 days.

I look forward to working with you on the upcoming project.

Sincerely,



R. Scott Wright, P.E.
Wright Engineering Corporation

The Client agrees that the technical methods, techniques, and pricing information contained in any proposal submitted by Wright Engineering pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering.



CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

_____,
Arizona

Date _____

Scudder Park Improvements
Project No. 6303111

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 _____, 2008.

General Contractor/Prime Consultant

By: _____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2008.

Notary Public

My commission expires:

City of Tempe

Guidelines for Implementation of Health Insurance

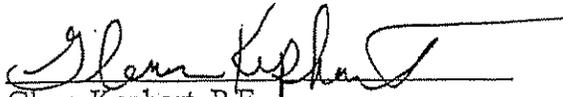
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the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