Staff Summary Report

Tempe

Council Meeting Date: 1/22/09 **Agenda Item Number:** _____

SUBJECT: Request award of a professional services design contract with Olsson Associates, Inc. for a Papago Park regional master plan.

DOCUMENT NAME: 20090122PWDR07 **PAPAGO PARK MASTER PLAN (0112-07-01) PROJECT NO. 6309041**

SUPPORTING DOCS: Yes.

COMMENTS: Total cost for this contract is $576,897.

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: Teresa Voss, Assistant City Attorney (x8814)

FISCAL NOTE: Sufficient funds are available in Capital Improvement Fund No. 6309041.

RECOMMENDATION: Award professional services contract.

ADDITIONAL INFO: This agreement is the culmination of a project agreed to by the cities of Tempe, Phoenix, Scottsdale and the Salt River Pima Maricopa Indian Community for a comprehensive regional master plan of Papago Park. The principal purpose of this project is to establish a long term vision, or concept, for Papago Park and a plan to implement that vision. The scope of work for this contract includes gathering public input; enhancing, preserving and protecting natural, cultural, historic and archaeological resources; exploring comprehensive signage and way-finding; making strategic use of transportation and trail connections, including enhancements for ADA accessibility; re-vegetating and restoring native habitat; identifying existing structures and facilities for renovation; balancing park activities with protection of the park's unique setting and environment; and identifying mechanisms that support sustainability for the park.

Funding for the contract comes from grants received from the Salt River Pima Maricopa Indian Community by the cities of Tempe and Phoenix ($384,000) and contributions by the City of Phoenix from the Phoenix Parks and Preserves Initiative ($100,000) and 2008 Tempe Parks and Recreation Bond Authorization ($100,000).

The contract amount was negotiated by staff and is considered reasonable for the scope of services. Olsson Associates, Inc. was selected through a qualifications based process pursuant to A.R.S. § 34-601 through 611.

COPY

CITY OF TEMPE, ARIZONA
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into on the 22nd day of January, 2009, by and between the City of Tempe, a municipal corporation ("City"), and Olsson Associates, Inc., an Arizona corporation ("Consultant").

The City engages the Consultant to perform professional services for a project known and described as Papago Park Regional Master Plan, Project No. 6309041 ("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 prepare a regional master plan for the Papago Park area, as described in Exhibit "A" attached.

1.2. Consultant has assigned Jeffrey R. Kratzke 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 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.

1.4. 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.

1.5. Consultant shall perform the work in a manner and at times which do not impede or delay the City's operations and/or functions.

1.6. 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 365 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 $576,897.00, unless otherwise authorized by the City. This fee includes an allowance of $70,089.00 for reimbursable expenses, which in no event will ever be more than actual cost.

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 7250 N. 16th Street, Suite 210, Phoenix, Arizona 85020. Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.

5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.

5.3. Immediately after receiving such notice, the Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. 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 determined and approved by the City based upon the scope of work set forth in Exhibit "A." However, in no event shall the fee exceed that set forth in Section 3 of this Contract.

5.7. 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, 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 contendre*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering. In addition, Contractor 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 15.1 through 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 an Arizona corporation, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.

15.10. 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:	CONSULTANT:
Andy Goh, City Engineer City of Tempe Public Works/Engineering Dept. P.O. Box 5002 Tempe, AZ 85280	Jeffrey R. Kratzke Olsson Associates, Inc. 7250 N. 16th Street Suite 210 Phoenix, AZ 85020

15.20. Liquidated Damages. City reserves the right to assess liquidated damages on a per calendar day basis 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.

[SIGNATURE PAGE TO FOLLOW]

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 _____, 2009.

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

CONSULTANT
Olsson Associates, Inc.

_____
Name

_____
Title

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

Certified to be a true and exact copy.

_____
Karen M. Fillmore
Records Specialist

EXHIBIT A

OLSSON ASSOCIATES

Papago Park Regional Master Plan

Scope of Work

Task 1 – Project Kick-off / Coordination: This kick-off meeting will be conducted to confirm project goals, objectives, and expectations that will help guide actions and decision of the team. Detailed steps of this task include:

1.0 **Kick-off Meeting /Coordination with OA Team Technical Leaders:** The project goals, objectives, scope, and schedule will be confirmed. Key deliverable dates will be established and confirmed for each phase of the project.

1.1 **Kick-off Meeting/Coordination with Staff and Ad Hoc Committees:** The project goals, objectives, scope, and schedule will be confirmed. Key deliverable dates will be established and confirmed for each phase of the project.

1.2 **Data Collection-Base Mapping (GIS Files Coord./Download and Manipulate Data)**

1.3 **Project Management:** Regular coordination/communication with the City's Project Manager Shawn Wagner; Bi-weekly progress meetings with the Staff Committee; Daily Team communication; Schedule tracking/updates; Monthly Progress Reports.

Task 2 – Public Involvement Planning

2.0 **Kick-off Meeting/Partnering with Committees:** Prepare for and conduct a kick off / partnering meeting with all committee members to:

- Establish how the team will reach consensus at key milestones and commitment to the process, measuring success.
- Identify level of involvement by the stakeholders (consult/involve/collaborate)
- Establish protocols and procedures for decision making.
- Identify the project's purpose and need, and vision and values statement,
- Identify critical issues.
- Discuss importance of project identity and image, media procedures, and identify agency staff who will play key roles in this phase

2.1 **Stakeholder and Focus Group Meetings**

- The OA Team will collect and inventory park calendar of events
- The OA Team will prepare for and conduct stakeholder interviews to evaluate the vision for the park and to seek input into the community values for the park, the strengths and weaknesses for the park recreation trends, and level of service. The interviews may include the Salt River Pima Maricopa Indian Community (SRPMIC), cities of Tempe, Scottsdale and Phoenix's members, key business leaders, economic development and tourism, elected officials and other regional stakeholders (10 Focus Groups).
- The OA Team will develop database of stakeholder's
- The OA Team will prepare for and conduct focus groups to identify vision, values and key issues and provide insight into facility and program needs for the park, operational issues, and opportunities with the system (5-10 focus groups). These

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groups may include topics on transportation, parks, recreation, environmental and entertainment to address key issues.

2.2 Public Involvement Plan Development

- The OA Team will use information from data collection tasks to develop a plan to be used as a "road map." This plan will lead the team through all activities and milestone reports, following a detailed schedule of events.

2.3 Development of Project Logo

- The OA Team will design a project logo and "identity" to be used throughout the master planning process, design, and construction. The identity package will be used on all public involvement print materials and website

2.4 Develop Project Communications Graphic Design Template

2.5 Papago Park Design Principles Charette: OA Team members and Committee representatives will meet to brainstorm and establish, the initial Key Design Principles that are most important to the development of the Papago Park Master Plan. These Principles will be tested throughout the Master Planning process.

2.6 Project Website

- Set up Site, Establish Address (i.e., www.discoverpapagopark.com)
- Design Pages
- Post key message points
- Post calendar of events
    - post all public materials (postcards, fact sheet, workshop invites, etc.)
    - post media packet
    - survey
    - workshop results
    - maps
    - public comment
    - contact information
- Website to be updated prior to each workshop and final meeting

2.7 Develop & Maintain Media Packet

- Prepare media release announcing project
- Develop media database and contacts
- Provide key message points
- Provide project identity images
- Develop timeline/schedule of events
- Develop procedures for internal PIO use
- Make copies of public materials
- Provide media release on subsequent public events

2.8 Mayor Public Address

- Develop a script with key message points
- Announce the regional master plan for the park
- Look to the community locally and regionally for input
- Develop top priority for SRPMIC, Phoenix, Tempe, Scottsdale
- Video mayors for local Channel 11 (SRPMIC, Phoenix, Tempe, Scottsdale)

2.9 Road Show

2.9.1 Project promotion/announcement piece

- Develop plan for SRPMIC, Phoenix, Tempe, and Scottsdale Public Information Officers to deliver project information to selected venues:
- Phoenix Zoo
- Botanical Gardens
- Papago Golf Course
- Baseball stadium
- Others
  - Developers
  - Neighbors
  - Park businesses
- Design project promotion/announcement piece

2.10 Public Workshop #1 - Opportunities & Constraints/Design Principles/Park Elements/Core Programs

2.10.1 Hold one planning meeting to prepare team for workshop

2.10.2 Design invitation/postcard/announcement

2.10.3 Develop newspaper ad (x3: Arizona Republic, East Valley Tribune, Au-Authm)

2.10.4 Prepare media release

2.10.5 Post event notice to committee websites: tempe.gov/calendar; phoenix.gov; scottsdaleaz.gov/event calendar; and srpmic-nsn.gov/community/announcements

2.10.6 Project Information Handouts

- Use mapping to show opportunities and constraints; have participants sit around maps and use "tool kit" to place their ideas on the maps
- Vision and values survey
- Schedule of workshops
- Sign up for email database
- Opportunity for additional input and feedback

2.11 Public Workshop #2 – Recap-Workshop #1 Results/Drill Down Design Concepts/Management Zone/Tailored Zones for Programming

2.11.1 Hold one planning meeting to prepare team for workshop

2.11.2 Design invitation/postcard/announcement

2.11.3 Develop newspaper ad (x3: Arizona Republic, East Valley Tribune, Au-Authm)

2.11.4 Prepare media release

2.11.5 Post event notice to committee websites: tempe.gov/calendar; phoenix.gov; scottsdaleaz.gov/event calendar; and srpmic-nsn.gov/community/announcements

2.11.6 Project Information Handouts

- Large wall display showing results from workshop #1
- Preliminary mapping showing opportunities within park
- Vision and values survey
- Schedule of workshops
- Sign up for email database
- Opportunity for additional input and feedback

2.12 Public Workshop #3 – Recap Workshop #2 / Initial Park Concepts/Framework of what will be tested

2.12.1 Hold one planning meeting to prepare team for workshop

2.12.2 Design invitation/postcard/announcement

2.12.3 Develop newspaper ad (x3: Arizona Republic, East Valley Tribune, Au-Authm)

2.12.4 Prepare media release

2.12.5 Post event notice to committee websites: tempe.gov/calendar; phoenix.gov; scottsdaleaz.gov/event calendar; and srpmic-nsn.gov/community/announcements

2.12.6 Project Information Handouts

- Large wall display showing results from workshops #1 and #2
- Initial park concepts
- Vision and values survey
- Presentation of park concepts with multiple opportunities at final public meeting
- Sign up for email database
- Opportunity for additional input and feedback

2.13 Community Values Model

- Organize community values and principles into the model
- Present to Executive Committee in a workshop setting to confirm and gain consensus
- Completed model will provide basis for development of strategic plan

2.14 Project Identity Assessment Report by The OA Team for Integration in Tasks 4 &5: The OA Team will incorporate Committee and public input related to the preferred identity/image for Papago Park combined with established design principles in an Assessment Report that will assist in the development of Park Concepts. The Report will identify key steps that should be taken to unify the Park and provide a unique identity.

2.15 Project Management: Regular coordination/communication with the City's Project Manager Shawn Wagner; Bi-weekly progress meetings with the Staff Committee; Daily Team communication; Schedule tracking/updates; Monthly Progress Reports.

Task 3 – Environmental Resources Inventory and Analysis

3.0 Collection and Review of Existing Plans, Studies, Inventories, and Assessments

- The OA Team will obtain and review available plans, studies, inventories and assessments that are relevant to the natural resources of the Park. The purpose

of this task will be to identify and organize relevant information, identify potential gaps in the data and assessments, and guide subsequent tasks involving ground-truthing, analysis and assessment, and opportunities and constraints mapping.

3.1 Aerial Photo Review

- For the portion of Papago Park within the City of Phoenix, The OA Team will incorporate and update the existing mapping developed as part of the 1998 City of Phoenix Wildlife Habitat Inventory by comparing aerial photography for that year with that of the most recent year available. Particularly noted will be changes from natural to developed land uses, changes in the extent and/or locations of disturbance areas (e.g., trail networks, recreational areas), changes in vegetation type or density, and major changes in land use patterns adjacent to the Park. The major changes identified will be incorporated into a GIS database.
- For those portions of the park not included in the 1998 mapping effort, The OA Team will use recent aerial photography and field reconnaissance to map land use cover, vegetation type, and disturbance areas.

3.2 Biological Field Reconnaissance

- The OA Team will complete a field reconnaissance of the Park to ground-truth land use/cover changes identified as a result of aerial photo interpretation and to identify other recent changes in natural resource conditions not apparent on aerial photos. The latter may include changes in plant community composition, proliferation of invasive plant species, and expansion or contraction of human recreational and other disturbances. The information collected on existing conditions will provide the first layer for rating vegetation and habitat quality within the park.

3.3 Cultural Resources Background Research (Class I Inventory)

- Background research will involve data gathering at the Arizona State Museum (ASM) and a thorough AZSITE search as well as visits to the databases maintained by the City of Phoenix' Pueblo Grande Museum, the State Historic Preservation Office (SHPO), and the Salt River Pima Maricopa Indian Community (SRPMIC), and an examination of General Land Office (GLO) plats maintained by the Bureau of Land Management (BLM). The National Register along with state and local registers also will be searched. The intent of the Class I Inventory will be to identify existing relevant surveys and any cultural resources that may be known within the park. The Class I inventory will cover the entire park, but because we will not be performing a survey (which would have required that we also do a records search for a buffer beyond the survey area), the Class I will not address a buffer surrounding the park.

3.4 Assessment of Current Conditions of Known Cultural Properties and Eligibility Assessments

- Ideally, The OA Team will conduct an on-site examination of all known cultural resources within the park. Because all of the known properties were recorded over 10 years ago (and some over 30 years ago), it will be necessary to

determine their present condition. This information could lead to a reassessment of the National Register eligibility of those properties for which eligibility recommendations were previously prepared. Eligibility assessments will also be required for those properties that were not assessed previously. Properties to be included in this examination are primarily archaeological (prehistoric and historic in age), at least one traditional cultural property or sacred site, and a number of architectural properties (for example, Hunt's family tomb, Civilian Conservation Corps developments, remnants of the WWII Japanese internment camp, and a historical museum) are to be included. A brief report documenting these assessments will be necessary. These efforts will require the expertise of archaeologists, architectural historians, and ethnographers. The ethnographer will work closely with tribal communities, especially the SRPMIC, to collect information on traditional cultural properties. A brief report documenting these assessments will be prepared.

3.5 Constraints and Opportunities Mapping and Supporting Documentation

- Based on review of previous documents and the results of aerial photo interpretation and ground-truthing, The OA Team will identify constraints and opportunities related to the preservation and/or restoration and education/interpretation of natural and cultural resources within the park. Mapping will be an instrumental tool in assessing the spatial relationships between physical, natural, and cultural resources and the existing human-made facilities/infrastructure. Particular attention will be given to the expanse and location of resources, which are important in assessing their sensitivity to human disturbance, and potential to provide public enjoyment, education, and interpretation. For biological resources, a qualitative rating system will be used to categorize specific areas according to factors such as overall ecological condition, contiguous size, degree of fragmentation or disturbance, type and extent of adjacent developed land uses, and intensity of recreational use. Subsequently, specific areas will be ranked for their preservation and/or restoration potential based on ecological benefit and feasibility. Areas with greater potential for preservation and/or restoration will be assigned relatively high ranks. Conversely, highly disturbed and fragmented areas with little potential for meaningful preservation or restoration will be assigned a low rank. A summary report will be prepared that presents existing conditions, identifies opportunities for preservation or restoration of remaining natural areas, and describes the rating/ranking process used.
- The constraints and opportunities task will also include the mapping of known cultural resources. Because of the sensitive nature of some types of cultural resources (archaeological sites and traditional cultural properties or sacred sites), this locational information will not be presented to the general public. The OA Team is prepared to assist in presenting this information to the public in such a way that the locations of sensitive resources will not be compromised. The cultural properties will be sorted into those that can be protected in-place and those in danger of disturbance and that therefore might need to be subject to some form of treatment, such as archaeological data recovery or

architectural stabilization. Properties slated for in-place preservation will fall into two categories: those for which public interpretation and celebration is appropriate, and those whose locations should not be publicly disclosed to protect them from either intentional or inadvertent vandalism or other inappropriate behavior. The latter typically include archaeological sites and traditional cultural properties. Still others may require stabilization, or if they cannot be preserved in place, data recovery or documentation. Explanatory text will accompany the map to designate different types of cultural resources and to sort among treatment options. The constraints and opportunities task will serve as a tool to strike a balance between public use and the protection and preservation of these resources for the future.

- The summary report will be supported by GIS-generated graphics that depict areas of opportunities and constraints. The opportunities and constraints mapping will be one of the tools used in the development of master plan alternatives.

3.6 **Project Management:** Regular coordination/communication with the City's Project Manager Shawn Wagner; Bi-weekly progress meetings with the Staff Committee; Daily Team communication; Schedule tracking/updates; Monthly Progress Reports.

Task 4 – Facilities/Program Inventory and Analysis

4.0 **Document Review:** Data Collection: The OA Team will collect, log, and review any remaining data and information that we do not currently maintain to facilitate a thorough understanding of the project background. Data and information to be collected include but not limited to:

- Programs and Services
  - Current contracts with on site providers including expiration dates and annual reports
  - Existing programming occurring on site throughout the year
  - Participant data including number of persons, demographics and other available information, organized by program and partner
- Operations and Finances
  - Financial information (budgets and related reports) on existing operations of Papago Park. Five years of data preferred.
  - Staffing levels including organization charts by partner
  - Marketing plans for each partner involved in the project
- Facility and Site
  - Collect all existing Papago Park planning documents and previous reports related to the Strategic Plan that are pertinent to this process.
  - Review capacity levels of existing attractions throughout the year. Information provided by each attraction on site.
  - Get a list of Planned Capital Improvements scheduled for the site from each partner involved in the project

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- Governance
    - Hold initial meeting with key partner agency staff and to present introduction of project and discuss coordination points related to organizational development and governance models. In addition, the project team will attend an initial coordination meeting with all partners involved in the project.

4.1 **Demographic Analysis:** The OA Team will perform a demographic analysis based on previous information collected and maintained by Papago Park including the 2000 Census data along with the 2008 updated population projections. If the Park does not have current projections by census tract, the demographic data can be obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also obtained from the U.S. Census Bureau.. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas being served by the park and distinguish customer groups.
- To determine changes that is occurring in the park and assists in making proactive decisions to accommodate those shifts.
- Provide the basis for Equity Mapping and Service Area Analysis
- The Park's demographic analysis will be based on US 2000 Census information, 2008 updated projections, and 5, 10, and 20 year projections, as well as projected build-out population. The following demographic characteristics will be included:
    - Population density
    - Age Distribution
    - Households
    - Gender
    - Ethnicity
    - Household Income

4.2 **Facilities Inventory:** The OA Team will tour Papago Park to get an understanding of the facilities and programs offered to compile detailed inventory. This tour will be performed with the park's operation, maintenance and program staff to understand the issues these staff members face on a daily basis, as well as to gather general assessment data.

4.3 **Park Facilities Standards Review:** The OA Team will review and confirm, modify or add to existing park classifications and facility standards for all park sites and amenities. These classifications will consider population served, length of stay, and amenity types within park. Facility standards include major amenities and the population served per facility. Any new or modified classification or standard will be approved as required.

4.4 **Development of Preliminary Hierarchy and Sign Location Plan:** The Project Team will review the Park Facilities standards review, and develop an appropriate program that answers to the needs of the park

4.5 **Program Analysis:** The OA Team will perform an assessment of recreation programs managed by the Park. The program review will assess the strengths and weaknesses of the major programming areas, opportunities in the market to seek out and build on, and the potential threats to identify and plan against. The evaluation will incorporate, but not limited to:

- Customer service plan
- Contractual instructor standards
- Marketing and market share
- Program facilities
- Capacity utilization
- Revenue history
- Seasonal program capabilities
- Program Life Cycles
- Partnerships and sponsorships
- Standards
- Participation and retention
- Service gaps
- Pricing of services

4.6 **Benchmark Analysis:** An assessment of other (4) major parks in the United States, that are identified in partnership with Papago Park, will be performed based on 15 agreed to metrics. Papago Park will assist in contacting the identified benchmark systems to expedite the process. This will contain qualitative and quantitative reviews that could include the identification of the provider programs, partnership agreements, scope and needs of users, staffing, maintenance standards, budget, programs provided, amenities, target market.

4.7 **Facility Needs Assessment:** The OA Team will synthesize the findings from the Community/Stakeholder input, citizen survey results (optional), trends analysis, benchmark analysis, program review and field audits into a written facility needs assessment. This will list and prioritize facility, amenities, and program needs for Papago Park and provide guidance for the Master Plan Alternatives.

4.8 **Partnership Coordination:** The OA Team will prepare a facilitation workshop on all elements of the facilities inventory analysis with key partners on site in a one day workshop to review findings and confirm results.

4.9 **Facilities and Program Review Briefing:** The OA Team will brief key leaders involved on all aspects of the findings from the Facilities/Program Inventory & Analysis task in a one day workshop to staff, Ad Hoc, and executive team.

4.10 **Project Management:** Regular coordination/communication with the City's Project Manager Shawn Wagner; Bi-weekly progress meetings with the Staff Committee; Daily Team communication; Schedule tracking/updates; Monthly Progress Reports.

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Task 5 – Master Plan Alternatives

5.0 Conceptual Alternatives and Themeing Charette Based on Community and Stakeholder Input: The OA Team will conduct a half day Themeing Charette that will include Committee members to brainstorm and evaluate potential Conceptual Themes that respond to the public and stakeholder input received during the public Involvement process. OA will facilitate the Design and Themeing process to help generate ideas that build from the initial identity concepts that make Papago park unique, generated during the public Involvement process and presented in the Identity Assessment Report, Sub-Task 2.16.

5.1 Conceptual Alternatives: Based on the theme ideas generated in the Charette, the OA Team will develop up to (3) Alternative Conceptual Plans for review and comment by the Staff and Ad Hoc Committees.

5.2 Capital Improvement Plan: The OA Team will develop a Preliminary Capital Improvement Plan based on the Alternatives being considered to understand the relative opportunities and constraints presented by each Alternatives. This Plan will be refined and tailored during the master planning process to evolve with the Final Master Plan.

5.3 Present Alternatives to Staff, Ad Hoc and Executive Committee: The Alternative Papago Park Master Plans will be presented to the Staff , Ad Hoc and Executive Committees for their review and comment in a workshop setting that will provide for an exchange of critique, ideas and suggestions that will be incorporated prior to presenting the concepts to the public.

5.4 Present Alternatives to Public: The Alternatives that have been reviewed by the Committees will be presented to the public for their review and comments.

5.5 Master Plan Alternatives Summary Report: The process and results of the Master Plan Alternatives development and review will be presented in a Master Plan Alternatives Report.

5.6 Develop Preliminary Master Plan: Based on the input from the Staff, Ad Hoc and Executive Committees, and the public at large, the OA Team will synthesize the comments and develop a single Preliminary Master Plan that will represent the best and most appropriate planning and design elements for the future of Papago Park.

5.7 Present Preliminary Master Plan to the Staff, Ad Hoc and Executive Committees: The Preliminary Master Plan will be presented to the Staff, Ad Hoc and Executive Committees in a workshop setting for review, comment and critique. Any refinements that are identified will be incorporated prior to presentation to the Public.

5.8 Present Preliminary Master Plan to the Public: The Preliminary Papago Park Master Plan that has been refined based on Task 5.7 will be presented to the public for their review and comments.

5.9 **Preliminary Master Plan Summary Report:** The process and results of the Preliminary Papago Park Master Plan development and review will be presented in a Papago Park Preliminary Master Plan Report

5.10 **Project Management:** Regular coordination/communication with the City's Project Manager Shawn Wagner; Bi-weekly progress meetings with the Staff Committee; Daily Team communication; Schedule tracking/updates; Monthly Progress Reports.

Task 6 –Operational and Financial Analysis

6.0 **Operational and Financial Assessment on Existing and Proposed Master Plans:** Based on the accepted Master Plan, the OA Team will prepare an operational and financial assessment for Papago Park. This task will include:

- **Organizational Assessment:** The OA Team will review the analysis report completed of the current management practices and limitations of Papago Park to understand its operational situation. This analysis will provide support for a future organizational structure and staffing requirements, and ways to improve operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication capabilities.

- **Financial Review** : The OA Team will perform analysis to document the financial situation of Papago Park. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of Papago Park's operations with three primary goals:
  - Understand the financial dynamics to further advance the understanding of operations gained through the work described above
  - Review funding and accounting practices with an objective of accurate financial fund tracking and the ability to have more useful financial information for strategic decision-making
  - Seek opportunities to improve the financial sustainability including evaluating expenditures and increasing current and new sources of revenue
  - The OA Team will review current financial policies. This review will include comparison of current policies with national standards of best practice agencies. The OA Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified.

- **Partnership and Management:** The OA Team will evaluate existing partnerships and potential new contributing partnerships for the site and how to integrate them into the selected management model. New partnership management policies and alternatives for existing partners will be recommended. The OA Team will develop a strategy and policy report to support formal partnership agreements that are fair and equitable for the Park. This will include identification of potential partners by specific activity, funding parameters and

capabilities, and agreement guidelines to support implementing these partnership agreements as part of the management plan for the site.

- **Operational and Financial Assessment Report:** Prepare and deliver current *Operation and Financial Assessment Report.* Develop recommendations to improve processes, achieve operational efficiencies, improve policy development, optimize systems and use of technology, and enhance marketing and communications capabilities.

6.1 **Maintenance Assessment on Existing and Proposed Master Plans:** An assessment will be performed on all aspects of the buildings and grounds maintenance operations to determine strengths, weaknesses, opportunities, and threats to success. In addition, environmental and sustainable "best practice" recommendations will be identified for implementation. This assessment will be performed through on-site evaluations and analysis of collected data. Specific areas to be inventoried and assessed:

- Organizational design and staffing levels/alignment
- Routine maintenance practices
- Preventative maintenance practices
- Emergency response practices
- Deferred maintenance practices
- Existing maintenance and operational standards
- Existing policy and procedures management
- Performance measures
- Staffing utilization
- Work planning
- Staff training by major job functions
- Capital improvement criteria and decision making process
- Service contracts
- Activity costing
- Field equipment/resources
- Partnerships/volunteer support
- Information systems and technology

6.2 **Project Management:** Regular coordination/communication with the City's Project Manager Shawn Wagner; Bi-weekly progress meetings with the Staff Committee; Daily Team communication; Schedule tracking/updates; Monthly Progress Reports.

Task 7 – Strategic Plan Development

7.0 **Develop Vision and Mission Statements Goals/Objectives:** Following organization of the strategy matrix framework; the supporting vision and mission statements will be affirmed or developed with the OA Team in a work session. In addition, core businesses will be confirmed. Following this effort, goals/objectives will be established and prioritized.

7.1 **Business and Financial Management Plan:** The Business Plan will be developed with analysis of findings and recommendations. This will include the vision, mission, goals and objectives for Papago Park along with the strategies, actions, pricing strategies, target market, programming plan, management/staffing plan, partnering/management plan, funding recommendations, priorities/timelines and performance measurements. Briefings on the analysis will be made to the appropriate officials and concurrence achieved as to direction and final recommendations.

7.2 **Finalize Strategy Matrix:** Upon consensus of the vision, mission, goals and objectives, the remaining strategy matrix will be completed with supporting strategies, actions, responsibilities, priorities/timelines, performance measurements, and assigned teams. This will be reviewed with the OA Team in a one-day workshop with staff.

7.3 **Draft Strategic Plan Preparation:** The Strategic Plan will include an executive summary, a concise summary document supported by appendices of supporting material and technical reports. The plan will establish a definitive direction for Papago Park. The plan should be one that generates energy and advocacy. A draft plan will be developed and distributed for review to the OA Team members, the Ad Hoc, Executive Committee, and staff.

7.4 **Plan Briefings/Hearings:** PROS and OA will present the draft Strategic Plan to the Ad Hoc, Executive Committee and staff.

7.5 **Project Identity and Signage Recommendations:** The OA Team will develop a recommendation document based on the overall strategic action plan report for implementation as funds come available.

7.6 **Final Strategic Action Plan Report:** The final Strategic Plan will be prepared and copies of an Executive Summary and the Strategic Plan Summary Report delivered along with the associated appendices.

7.7 **Project Management:** Regular coordination/communication with the City's Project Manager Shawn Wagner; Bi-weekly progress meetings with the Staff Committee; Daily Team communication; Schedule tracking/updates; Monthly Progress Reports.

Task 8 – Final Papago Park Master Regional Master Plan

8.0 **Final Master Plan Report:** Incorporate revisions derived from the Review of the Preliminary Master Plan by the Executive, Ad Hoc and Staff Committees, and public comments from the Regional Master Plan Tour. Finalize all Master Plan elements, and compile into a 3-ring bound document, including graphics.

8.1 **Project Management:** Regular coordination/communication with the City's Project Manager Shawn Wagner; Bi-weekly progress meetings with the Staff Committee; Daily Team communication; Schedule tracking/updates; Monthly Progress Reports.

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Assumptions and Exclusions

1. Additional Meetings beyond those identified in the Scope & Fee Proposal will be provided based on negotiated scope & fees.
2. The Papago Park Master Planning area will include the areas within the legal Park boundaries of the City of Phoenix and Tempe; the Arizona National Guard Armory will be included for consideration of existing relationships with the Papago Park boundaries. Also included will be a quarter mile overlap of the Park areas to understand the perimeter adjacent land uses.
3. The Primary Stakeholders will be responsible for providing the Public Meeting venues
4. It is assumed that The Primary Stakeholder's Public information Officers (PIOs) will provide significant coordination and support to KDA to assist with the Public Involvement Program
5. GIS Mapping and analysis is not included in the Scope & Fee Proposal
6. The OA Team will utilize the most current existing aerial mapping (new aerial photography is not included in the Scope & Fee Proposal
7. Boundary and topographic survey is not included in this Scope & Fee Proposal
8. Copies of past planning studies, inventories, and technical documents will be provided by the Papago Park Regional Master Plan Staff Committee.
9. Recent aerial photography and historic aerial photography for 1998 (for use in comparing the results of the 1998 Wildlife Habitat Inventory with existing conditions) will be provided by the Papago Park Regional Master Plan Staff Committee. All aerial photography will be at a scale of 1 inch equals 200 feet. Recent aerial photography will also be provided in electronic format.
10. No intensive biological field inventory or species surveys will undertaken.
11. The Cultural Resource Class I inventory will include data gathering at/from AZSITE/ASM, PGM, SHPO, and GLOs. The Class I inventory estimate is based on the park encompassing roughly 3.4 square miles.
12. Most of the previously recorded cultural resources within Papago Park will require some level of reassessment. There are approximately 26 known cultural resources in or extending within Papago Park. Of these, at least several (including Governor Hunt's Tomb) have not been evaluated for National Register eligibility, and no evidence was identified to indicate that consultation has occurred on most of them. A brief report will be needed to document eligibility assessments.
13. The Final Master Plan Document will be prepared utilizing In-Design software (after all final comments have been received) Prior to final comments, the Draft Master Plan Document will be produced utilizing Word software
14. Draft Progress Report Submittals will be produced at the completion of each Master Plan Phase for review by the Committees. The Primary Stakeholders will be responsible for compilation of any Draft document review comments for their respective communities. The City of Tempe's Project Manager will be responsible for transmitting the comments from the stakeholders to the OA Team Project Manager. Formal Comment Resolution Meetings are not included in the Scope of Work and are identified as an optional service.
15. (20) Hard Copies of the Final Master Plan Document will be submitted in a 3-ring binder in both 8.5" x 11" and 11" x 17" format
16. (4) Copies of the Final Master Plan Document will be submitted on CDs for distribution to the primary stakeholders

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Schedule:

The Olsson Associates Team is prepared to commit the resources to complete the Papago Park Master Plan in a nine (9) month time frame. The projected start date is January 2009, with projected completion - September 2009.

Optional Services

Public Meeting – Presentation of Park Concepts Tour/ Present in Four Regional Locations within Maricopa County

1) **Hold one planning meeting to prepare team for meeting**
2) **Design one invitation/postcard/announcement – will include all four meetings**
3) **Develop one newspaper ad – will include all four meetings** (x3: Arizona Republic, East Valley Tribune, Au-Authm)
4) **Prepare media release**
5) **Post event notice to committee websites:** tempe.gov/calendar; phoenix.gov; scottsdaleaz.gov/event calendar; and srpmic-nsn.gov/community/announcements
6) **Project Information Handouts**
    - Large wall display showing results from workshop #1, #2 and #3
    - Present park concepts
    - Sign up for email database to receive future project information

Community Survey by Liesure Vision (12,000) 4 Communities

- Phone or mail/ phone
- 12-15 minute survey
- Sub-Analysis/ Banner Cross Tabular Analysis
- Formal report w/ charts and graphs
- Area breakdowns
- Site visits

Comment Resolution Meetings

- Assume eight meetings (one per task)

Papago Park Regional Master Plan

Scope and Fee Proposal

Olsson Associates Team

TASKS	Olsson Associates	PROS	KDA	Thinking Caps	EcoPlan	Total
Task 1 – Project Kick-off/Coordination						
Hours	*120*	*24*	*24*	*14*	*24*	*206*
Fees	$13,751	$5,000	$2,560	$1,785	$2,231	**$25,327**
Task 2 – Public Involvement Planning						
Hours	*354*	*56*	*534*	*104*	*74*	*1,122*
Fees	$44,824	$11,560	$51,890	$12,060	$9,733	**$130,067**
Task 3 – Environmental Resources Inventory & Analysis						
Hours	*68*	*0*	*0*	*0*	*807*	*875*
Fees	$8,965	$0	$0	$0	$65,378	**$74,343**
Task 4 – Facilities/Program Inventory & Analysis						
Hours	*199*	*228*	*0*	*79*	*0*	*506*
Fees	$24,861	$31,900	$0	$9,215	$0	**$65,976**
Task 5 – Master Plan Alternatives						
Hours	*394*	*76*	*0*	*170*	*74*	*714*
Fees	$49,218	$15,300	$0	$19,810	$9,810	**$94,138**
Task 6 – Operational / Financial Analysis						
Hours	*40*	*56*	*0*	*6*	*0*	*102*
Fees	$5,289	$9,640	$0	$720	$0	**$15,649**
Task 7 – Strategic Plan Development						
Hours	*208*	*240*	*0*	*12*	*74*	*534*
Fees	$28,381	$41,400	$0	$1,440	$9,519	**$80,740**
Task 8 – Final Papago Park Regional Master Plan						
Hours	*84*	*36*	*8*	*8*	*12*	*148*
Fees	$10,659	$6,540	$880	$1,020	$1,469	**$20,568**
Total Hours	*1,467*	*716*	*566*	*393*	*1,065*	*4,207*
Total Fees	$185,948	$121,340	$55,330	$46,050	$98,140	$506,808
Expenses	$11,776	$21,200	$33,440	$1,550	$2,123	$70,089
TOTAL FEES AND EXPENSES	$197,724	$142,540	$88,770	$47,600	$100,263	$576,897

OPTIONAL SERVICES	Olsson Associates	PROS	KDA	Thinking Caps	EcoPlan	Total
Public Meeting Park Tour						
Hours	*48*	*16*	*82*	*12*	*12*	*170*
Fees	$6,544	$3,760	$4,384	$1,440	$1,738	**$17,866**
Expenses	$500	$1,000	$8,590	$100	$100	**$10,290**
TOTAL FEES AND EXPENSES	$7,044	$4,760	$12,974	$1,540	$1,838	**$28,156**
Community Survey						
	To be completed by Liesure Vision					**$31,600**
Comment Resolution Meetings						
	Assume eight meetings (one per task)					**$10,000**

MAW

CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE

_____,
Arizona

Date_____

Papago Park Regional Master Plan
Project No. 6309041

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 _____, 2009.

_____
General Contractor/Prime Consultant

By:_____

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

SUBCRIBED AND SWORN to before me this _____ day of _____, 2009.

_____
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