

Staff Summary Report



Council Meeting Date: 09/11/08

Agenda Item Number: 35

SUBJECT: Request award of a landscape design services contract with EPG, Inc. for Daley Park improvements.

DOCUMENT NAME: 20080911PWDR02 DALEY PARK (0706-10) PROJECT NO. 6305051

SUPPORTING DOCS: Yes.

COMMENTS: Total cost for this contract shall not exceed \$463,819.25.

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. 6305051.

RECOMMENDATION: Award professional services contract.

ADDITIONAL INFO: This project includes refining the existing Daley Park master plan, attending public meetings, preparing schematic design and construction plans, and assisting with construction bidding and administration.

The contract amount was negotiated by staff and is considered reasonable for the scope of services. EPG, Inc. was selected by a review committee as the most qualified firm for these services using a qualification based process set forth in Title 34 of the Arizona Revised Statutes.



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 September, 2008, by and between the City of Tempe, a municipal corporation, ("City"), and EPG, Inc., an Arizona corporation ("Consultant").

The City engages the Consultant to perform professional services for a project known and described as Daley Park Improvements, Project No. 6305051 ("Project").

1. SERVICES OF 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 Scott Peters 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. The 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. Consultant shall prepare all plans 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 by Consultant in hard copy only.

- 1.7. Consultant shall obtain all necessary permits and licenses required for the performance of its work at its sole expense. 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 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 \$463,819.25, unless otherwise authorized by the City. This fee includes the sum of \$345,221.55 for design services; an allowance of \$19,485.80 for design services expenses; an amount not to exceed \$61,354.65 for post design services based on hourly rates established in the attached Exhibit "A"; and an allowance of \$37,757.25 for master plan revisions.
- 3.2. The City shall pay the Consultant by installment, each installment based upon monthly progress reports and related detailed invoices submitted by the Consultant and approved by the City, subject to the following limitations:
 - 3.2.1. Prior to approval of the preliminary design (60% plans), payments to the Consultants shall not exceed 60% of the total Contract amount.
 - 3.2.2. Prior to approval of the final design documents, payments to the 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.
- 3.4. City shall make payments to the Consultant within thirty (30) days after receipt of the progress report and detailed invoice.

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 submittals by the Consultant and provide a prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the Consultant's work. City will 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 shall furnish without charge, upon the Consultant's reasonable request, the following information 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 4141 North 32nd Street, Suite 102, Phoenix, AZ 85018. 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 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. 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 fee 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 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 him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of services as evidenced by annual certificates of insurance.
- 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 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 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 he has not employed or retained any company or person, other than a bona fide employee working for the Consultant to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

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 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. 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.

Consultant further agrees to include the provisions set forth in Sections 15.2 and 15.3 in any and all sub-contracts 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 Majure. 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:

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

CONSULTANT:

EPG, Inc.
4141 N. 32nd Street, Suite 102
Phoenix, AZ 85018
Attn: Scott Peters

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, the 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 _____, 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
EPG, Inc.

By: _____
Name

Its: _____
Title

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

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

EXHIBIT A

4141 NORTH 32nd STREET
SUITE 102
PHOENIX, ARIZONA 85018

602 956-4370
602 956-4374

www.epgaz.com

City of Tempe Daley Park Improvements Scope of Work

August 5, 2008

PROJECT BACKGROUND AND DESCRIPTION

The City of Tempe Parks and Recreation Department provides city-wide operation and maintenance of Tempe's parks, golf courses, and preserves. Daley Park, an existing approximately 13.5-acre neighborhood park, is located between the southern boundary of the Union Pacific Railroad, north of Encanto Drive, and east of College Avenue. The City would like renovate the park incorporating the following items:

- frontage road and parking at College Avenue eliminated
- a parking lot along the north park boundary adjacent to the railroad R.O.W
- vehicle entrance to the park moved to College Avenue
- semi-transparent security fence along the railroad and east alley
- interior of the park to be separated from the outside by a landscaping buffer
- plentiful seating along the park pathways
- large open lawn provided in passive area in the west section of the park
- lighted multi-use field
- basketball courts
- volleyball courts
- bird/nature habitat garden
- grass amphitheater
- two (2) new age-appropriate, accessible playgrounds and one water playground
- new restroom with outside access
- stabilized decomposed granite path around park
- concrete from demolished sidewalk recycled and used in the park (as pavers, seat walls, etc)
- preserve existing Carob trees
- overhead utility distribution lines along north side of park and crossing Encanto Drive into the park under grounded
- water retention provided for flooding off of Rural Road

A master plan for the renovation was completed and approved by the neighborhood associations, the Parks & Recreation Board, and City Council in 2005. Additionally, the City is in the process of implementing a traffic calming project and a railroad quiet zone project along College Avenue, as well as city-wide athletic field lighting improvements.

This project includes public involvement, preparation of schematic design and Construction Contract Documents (CCDs), and construction administration services for the Daley Park renovation. This project will be managed by the Engineering Division of the City. The project will need to be coordinated with the City's College Avenue Traffic Calming Project, Railroad Quiet Zone Project, and Athletic Field Lighting Improvements Project. The construction budget for this project is anticipated to be \$4 - \$4.5 million (including athletic field lighting and utility line under grounding).

TASKS AND ASSUMPTIONS

Following is a description of the proposed tasks for the project including the subtasks, meetings and public involvement activities, deliverables, and key assumptions. This is followed by a list of general assumptions for the project.

TASK 1 – Project Start-up and Base Mapping

The Consultant will hold a project start-up meeting with the City of Tempe. During this meeting, project team responsibilities and reporting structure; project tasks and deliverables; the proposed schedule; key project issues, goals, and objectives; and public outreach activities for the project will be identified and discussed. Based on the 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 to review the conditions of the site and become more familiar with the City's goals and objectives for the project. Additionally, the Consultant will provide survey, aerial mapping, and base mapping services for the project.

Deliverables

- Project design schedule using Microsoft Project, including periodic updates
- Survey information
- Project base map illustrating existing topography, property limits, rights-of-way, and site features

TASK 2 – Not Used

The Consultant will participate in a two- to three-hour meeting with City personnel and the College Avenue Traffic Calming and Railroad Quiet Zone designers to coordinate project design efforts and construction schedules, and identify needed refinements to the park master plan. Based on the results of this meeting, the Consultant shall prepare up to two (2) 24"x36" conceptual exhibits illustrating the proposed refinements to the master plan. The master plan refinement exhibits will be hand drawn and be rendered for presentation to the public and Preliminary Site Plan submittal to the City of Tempe's Development Services Department.

Deliverables

- Park Master Plan refinement exhibits

TASK 3 – Schematic Design Development

Based on the existing master plan; findings of the field reconnaissance and analysis; base mapping; goals, issues, and opportunities identified during the project start-up meeting; College Avenue Traffic Calming and Railroad Quiet Zone project findings; and public input, the Consultant will develop a schematic design for the park. The schematic design will be an AutoCAD drawing of the park and confirm, address, and identify all major park components and programming elements and a landscaping theme(s) for the project. The Consultant shall finalize the schematic design for Site Plan Review by the City. Additionally, the Consultant shall prepare a Preliminary Drainage Report for the project.

Deliverables

- Schematic design layout – plan view
- Typical sections/details
- Restroom elevations
- Preliminary Drainage Report



Key Assumptions

- The schematic design will be prepared at a plan scale of 1"=100'-0" and be limited to two (2) 22" x 34" layout sheets.
- The schematic design will include up to 10 typical sections/details that will be indexed to the schematic design plan.

TASK 4 – 60% CCDs

Using local design standards (e.g., AASHTO, M.A.G. with City of Tempe Supplements, Tempe Design Standards and Policy Manual, adopted building codes and ordinances), the Consultant will work closely with City staff to prepare CCDs to 60% completion. The 60% CCDs will be a refinement of the Schematic Design based on review comments approved by the City Project Manager. The Consultant shall provide the City with an electronic 11"x17" PDF set of the 60% CCDs for review by the City's in-house review team. The Consultant shall also print and submit the plans to the local utility companies for coordination and conflict review. Additionally, the Consultant shall prepare the Final Drainage Report and a geotechnical report for the site. Review comments approved by the City Project Manager will be incorporated into the 90% CCDs.

Deliverables

- 60% CCD Drawings
 - One (1) full-size 22" x 34" reproducible set of plans
 - One (1) half-size 11"x17" PDF electronic copy for review by the City
 - Seven (7) 11"x17" hard copy sets for distribution to the consultant team
 - Ten (10) 11"x17" hard copy sets for distribution to the local utility companies
- Estimate of probable construction cost
- Outline of Technical Specifications in PDF format
- Final Drainage Report
- Geotechnical Report

Key Assumptions

- The 60% Plans will include the following:
 - Cover with key map
 - Project notes
 - Demolition Plans (1"=20'-0" scale)
 - Layout & Materials Plans (1"=20'-0" scale)
 - Civil Cover and Notes Sheet, Utility Plans, Grading & Drainage Plans (including retention), and Details
 - Restroom Building Architectural, MPE Engineering, and Structural Engineering Plans and Details
 - Planting Plans
 - Typical Site Work and Landscape Details
 - Irrigation Plans and Details
 - Electrical Plans and Details (including distribution line under grounding)

TASK 5 – 90% CCDs

The Consultant shall work closely with City staff to prepare 90% CCDs for the project. The 90% CCDs will be a refinement of the 60% CCDs based on review comments approved by the City Project Manager. The Consultant shall provide the City with an electronic 11"x17" PDF set of the 90% CCDs for review by the

City's in-house review team. The Consultant shall also print and submit the plans to the local utility companies for coordination and conflict review. Review comments approved by the City Project Manager will be incorporated into the 100% CCDs.

Deliverables

- 90% CCD Drawings
 - One (1) full-size 22" x 34" reproducible set of plans
 - One (1) half-size 11"x17" PDF electronic copy for review by the City
 - Seven (7) 11"x17" hard copy sets for distribution to the consultant team
 - Ten (10) 11"x17" hard copy sets for distribution to the local utility companies
- Estimate of probable construction cost
- 90% Technical Specifications in PDF format

Key Assumptions

- The 90% Plans will include the following:
 - Cover with key map
 - Project notes
 - Demolition Plans (1"=20'-0" scale)
 - Layout & Materials Plans (1"=20'-0" scale)
 - Civil Cover and Notes Sheet, Utility Plans, Grading & Drainage Plans (including retention), and Details
 - Restroom Building Architectural, MPE Engineering, and Structural Engineering Plans and Details
 - Planting Plans
 - Typical Site Work and Landscape Details
 - Irrigation Plans and Details
 - Electrical Plans and Details (including distribution line under grounding)

TASK 6 – 100% CCDs

The Consultant shall work closely with City staff to prepare 100% CCDs for the project. The 100% CCDs will be a refinement of the 90% CCDs based on review comments approved by the City Project Manager. The Consultant shall provide the City with an electronic 11"x17" PDF set of the 100% CCDs for review by the City's in-house review team. The Consultant shall also print and submit the 100% CCDs to the City's Development Services Department with applications for permits. Additionally, the Consultant shall print and submit the plans to the local utility companies for coordination and conflict review. Review comments approved by the City Project Manager will be incorporated into the Final CCDs.

Deliverables

- 100% CCD Drawings
 - One (1) full-size 22"x34" reproducible set of plans
 - Six (6) full-size sets of plans for submittal to DSD
 - One (1) 11"x17" PDF electronic copy for submittal to the City
 - Seven (7) 11"x17" hard copy sets for distribution to the consultant team
 - Ten (10) 11"x17" hard copy sets for distribution to the local utility companies
- Estimate of probable construction cost
- 100% Technical Specifications in PDF format
- Structural Calculations (backstop fencing, barrier fencing, and retaining walls)
- Electrical and lighting calculations/photometrics



Key Assumptions

- The 100% plans will include the following:
 - Cover with key map
 - Project notes
 - Demolition Plans (1"=20'-0" scale)
 - Layout & Materials Plans (1"=20'-0" scale)
 - Civil Cover and Notes Sheet, Utility Plans, Grading & Drainage Plans, and Details
 - Restroom Building Architectural, MPE Engineering, and Structural Engineering Plans and Details
 - Planting Plans
 - Typical Site Work and Landscape Details
 - Irrigation Plans and Details
 - Electrical Plans and Details (including distribution line under grounding)

TASK 7 – Final CCDs

The Consultant shall work closely with City staff to prepare Final CCDs for the project. The Final CCDs will be a refinement of the 100% CCDs based on review comments approved by the City Project Manager. The Consultant shall provide the City with an electronic 11"x17" PDF set of the Final CCDs for review by the City's in-house review team. The Consultant shall also print and submit the Final CCDs to the City's Development Services Department with applications for permits. Only those sheets that have revisions from the 100% CCD set will be re-printed. Additionally, the Consultant shall print and submit the plans to the local utility companies for coordination and conflict review. It is anticipated that the CCDs will be approved by the City's in-house review team and Development Services through this second submittal. Upon City approval of the Final CCDs, the Consultant shall obtain "RTI" (Ready to Issue) approval from Development Services and prepare final "Issue for Construction" CCDs.

Deliverables

- Final CCD Drawings
 - One (1) full-size 22"x34" reproducible set of plans
 - Six (6) full-size sets of plans for submittal to DSD
 - One (1) 11"x17" PDF electronic copy for submittal to the City
 - Seven (7) 11"x17" hard copy sets for distribution to the consultant team
 - Ten (10) 11"x17" hard copy sets for distribution to the local utility companies
- Estimate of probable construction cost
- Draft Final Technical Specifications in PDF format
- Structural Calculations (backstop fencing, barrier fencing, and retaining walls)
- Electrical and lighting calculations
- "Issue for Construction" CCDs – One full-size (24"x36") reproducible 4 mil Mylar reproducible plans (black and white – no sepias)
- Final Technical Provision Specifications in electronic format
- One (1) copy of Final Technical Specifications in hard copy format
- Electronic disc of Final "Issue for Construction" plans in AutoCAD format
- Bid tab in electronic and hard copy format

Key Assumptions

- The Final CCDs will include the following:
 - Cover with key map
 - Project notes
 - Demolition Plans (1"=20'-0" scale)



- Layout & Materials Plans (1"=20'-0" scale)
- Civil Cover and Notes Sheet, Utility Plans, Grading & Drainage Plans, and Details
- Restroom Building Architectural, MPE Engineering, and Structural Engineering Plans and Details
- Planting Plans
- Typical Site Work and Landscape Details
- Irrigation Plans and Details
- Electrical Plans and Details (including distribution line under grounding)

TASK 8 – Meetings

The Consultant shall attend/facilitate the following meetings:

- Schematic Design Review Meeting
- Site Plan Review Meeting with Development Services
- 60% Design Review Meeting with City staff (1)
- 90% Design Review Meeting with City staff (1)
- 100% Design Review Meeting with City staff (1)
- Final Design Review Meeting with City staff (1)
- Project Coordination Meetings with City Staff (8)

Deliverables

- None

Key Assumptions

- All meetings will be held at City Hall, the City Library, or at the project site. The City will provide the meeting rooms at no cost to the Consultant. The City will coordinate reservation of the meeting rooms.
- The Design Review and Project Coordination meetings will not exceed two hours in length.

TASK 9 – Public Outreach

The Consultant shall attend one (1) public meeting during the course of the project to relay information about the project and obtain comments. The City will produce and provide meeting materials such as display boards, comment forms, handouts, etc. for the meeting. It is anticipated that the public meeting will be held at the beginning of the project prior to Task 3 - Schematic Design Development. The City shall be responsible for documenting comments from the public.

Key Assumptions

- The City will be responsible for graphic design of display advertisements for each public meeting.
- The City will be responsible for purchasing advertising space and distributing the advertisement.
- The City will be responsible for the production of all press releases and media coordination.
- The City will coordinate the room reservations and provide proof of insurance. The public meetings will likely be held at the community church or a public school, or comparable facility near the park site.
- Two members of the Consultant team (Project Manager and Landscape Designer) will attend the public meeting.
- The City will be responsible for development and maintenance of project website (if utilized)

- Public comments outside of the public meeting will be directed to and collected by the City. The City will maintain a database of comments collected by the City.

TASK 10 – Construction Bidding and Administration (Hourly Not to Exceed)

The Consultant shall assist the City with construction bidding and administration services during as follows:

- Attend the Pre-bid and pre-construction meeting (up to 2 hours)
- Assistance in interpretation of bid documents and preparation of needed addenda (up to 24 hours)
- Review of shop drawings (up to 8 hours)
- Response to Requests for Information (RFIs) (up to 16 hours)
- Review of sub-contractor submittals and plant material (up to 24 hours)
- Perform/attend up to 9 site visits/construction coordination meetings during construction
- Attend the pre-final and final walkthroughs (with associated coordination and documentation)

TASK 11 – Record Drawings

The Consultant shall prepare Record Drawings based on the Contractor’s As-Built drawings.

Key Assumptions

- Only 25 percent of the anticipated total number of sheets in the CCDs set will require modifications based on the Contractor’s marked-up field set, and each sheet will only require 3 man-hours to complete the Contractor’s mark-ups. Additional effort to prepare the record drawings shall be billed on a Time and Materials basis.
- As-built surveys are not included in this scope of work.
- Record drawings shall be produced on Mylar with Engineer’s original seal

TASK 12 – Master Plan Revisions (Allowance, if required)

The Consultant shall prepare a revised master plan graphic for Daley Park should the results of the public meeting determine that significant changes to the master plan are necessary. Subtasks include:

- Preparation of three (3) Conceptual Master Plan Alternatives
- Facilitation of Public Meeting to present Conceptual Master Plan Alternatives to the public
- Refinement of Conceptual Master Plan Alternatives into Preferred Master Plan
- Facilitation of Public Meeting to present Preferred Master Plan to the public
- Refinement of Preferred Master Plan into Final Preferred Master Plan
- City of Tempe Parks and Recreation Board and City Council meeting presentations (up to 3)
 - Parks and Recreation Board (2)
 - City Council Presentation (1)

Deliverables

- Presentation boards for use at public meetings and City Parks and Recreation Board and City Council presentations
- Handouts for use at meetings with City Parks and Recreation Board and City Council presentations.

Key Assumptions

- The master plan will be developed as a plan graphic and a 4-page executive summary describing the final master plan.
- No utility capacity studies will be prepared
- Traffic studies are not included
- The City will be responsible for graphic design of display advertisements for each public meeting.
- The City will be responsible for purchasing advertising space and distributing the advertisement.
- The City will be responsible for the production of all press releases and media coordination.
- The City will coordinate the room reservations and provide proof of insurance. The public meetings will likely be held at the community church or a public school, or comparable facility near the park site.
- The City will be responsible for development and maintenance of project website (if utilized)
- Public comments outside of the public meeting will be directed to and collected by the City. The City will maintain a database of comments collected by the City.
- The consultant will prepare up to eight (8) 36"x48" presentation boards for use at presentations at the public meetings and for presentations to the City's Parks and Recreation Board and City Council.
- Up to 20 bound copies of handouts for use at presentations to City Parks and Recreation Board and City Council. The handouts will consist of up to ten (10) black & white (B&W) 8.5"x11" copies, two (2) 11"x17" B&W copies, two (2) 8.5"x11" color, and six (6) 11"x17" color copies.

GENERAL PROJECT ASSUMPTIONS

In addition to the assumptions identified for each task, following is a list of general assumptions for the project.

1. Survey, aerial mapping, civil engineering, and utility coordination shall be provided per Attachment A – *Tempe Daley Park Fee Proposal for Civil Engineering (Rev 3)* provided by Dibble Engineering dated July 1, 2008.
2. Geotechnical Engineering shall be provided per Attachment B – *Proposal to Conduct Geotechnical Evaluation, Daley Park Improvements, Tempe, Arizona* provided by Ninyo & Moore dated March 19, 2008.
3. Electrical Engineering shall be provided per Attachment C – *City of Tempe Daley Park Electrical & Lighting Design* provided by Wright Engineering dated July 8, 2008.
4. Architectural Design and detailing, MPE Engineering, and Structural Engineering shall be provided per Attachment D – *Architectural Services – Daley Park* provided by Zamir Hasan A.I.A. dated June 6, 2008.
5. Plans shall be prepared in AutoCAD format.
6. Specifications shall include Technical Specifications with measures and pays. The City will provide the General Conditions and Special Condition sections for project.
7. Modifications from Schematic Design to 60% CCDs, from 60% CCDs to 90% CCDs, from 90% CCDs to 100% CCDs, from 100% CCDs to Final CCDs, and from Final CCDs to Issue for Construction CCDs will be based on refinement of the design and not major changes.
8. The Design Review and Project Coordination meetings will not exceed two hours in length.
9. The City shall be responsible for all review fees.
10. The City shall be responsible for all fees associated with any required permits.
11. Adequate water source is available on site for irrigation of the park.
12. Adequate water pressure is available for irrigation of the park and booster pumps will not be required.
13. Environmental assessments, studies, or investigations are not required including (hazardous materials, biological, cultural, noise, water, etc.).
14. An allowance of \$10,000 has been made for structural design and calculations for walls, monuments, amusement features, and miscellaneous structures.
15. Right-of-Way abandonments, lot assemblies, and replats are not included in this scope of services.

COMPENSATION

The Consultant shall be compensated per the attached fee matrix.

SCHEDULE

The CONSULTANT shall complete Tasks 1-9 within three hundred sixty-five (365) calendar days after receipt of the Notice to Proceed. Extension of project schedule may result in additional cost to the project. Any additional project costs resulting from a change in 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 days of the 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 tasks identified in the scope of work.



EPG Fee Estimate for Daley Park Improvements

July 29, 2008

CONTRACT TASK/PHASE	Principal/ Sr. LA	Sr. Landscape Architect	Project Landscape Architect	Landscape Designer	Accounting Clerical Tech. Edit.	TOTAL MAN-HOURS	TOTAL FEES
Labor Rates	\$176.40	\$160.65	\$141.75	\$72.45	\$63.00		
Task 1 – Project Start-up and Base Mapping							
1.1 Project Start-up Meeting	4		4		5	13	\$1,587.60
1.2 Prepare Project Schedule	2		4		1	7	\$982.80
1.3 Project Site Meeting	6		6		1	13	\$1,971.90
1.4 Site reconnaissance, surveying and base mapping	2		14	40	2	58	\$5,361.30
1.5 Review of City adopted plans and documents	4		6	6	1	17	\$2,053.80
1.6 Review approved master plan	6		6			12	\$1,908.90
Labor Subtotal	24	0	40	46	10	120	\$13,866.30
Expenses							\$309.50
Task 1 Subtotal							\$14,175.80
Task 2 – Not Used							
2.1						0	\$0.00
2.2						0	\$0.00
2.3						0	\$0.00
Labor Subtotal	0	0	0	0	0	0	\$0.00
Expenses							\$0.00
Task 2 Subtotal							\$0.00
Task 3 – Schematic Design Development							
3.1 Schematic Design Development of Park	28	20	68	136	11	263	\$28,337.40
3.2 Prepare Preliminary Drainage Report	6					6	\$1,058.40
3.3 Site Plan Submittal to City	6					6	\$1,058.40
Labor Subtotal	40	20	68	136	11	275	\$30,454.20
Expenses							\$271.20
Task 3 Subtotal							\$30,725.40
Task 4 – 60% Construction Contract Documents							
4.1 Prepare CCDs to the 60% Completion	60	16	72	108	20	276	\$32,445.00
4.2 Prepare Final Drainage Report	4					4	\$705.60
4.3 Utility Coordination	4		12	2		18	\$2,551.50
4.4 Submit 60% to Parks and Rec. Dept.	4		4	2	2	12	\$1,543.50
Total Labor Hours	72	16	88	112	22	310	\$37,245.60
Expenses							\$1,221.85
Task 4 Subtotal							\$38,467.45
Task 5 – 90% Construction Contract Documents							
5.1 Prepare CCDs to the 90% Completion	40	20	64	100	24	248	\$28,098.00
5.2 Utility Coordination	4		12	2		18	\$2,551.50
5.3 Submit 90% to Parks and Rec. Dept.	4		4	2	2	12	\$1,543.50
Total Labor Hours	48	20	80	104	26	278	\$32,193.00
Structural Calculations							\$10,000.00
Expenses							\$1,221.85
Task 5 Subtotal							\$43,414.85
Task 6 – 100% Construction Contract Documents							
6.1 Prepare CCDs to the 100% Completion	24	12	48	72	20	176	\$19,441.80
6.2 Utility Coordination	4		10			14	\$2,123.10
6.3 Submit 100% CCDs to Development Services	4		4	2	2	12	\$1,543.50
Total Labor Hours	32	12	62	74	22	202	\$23,108.40
Expenses							\$2,870.85
Task 6 Subtotal							\$25,979.25
Task 7 – Final Construction Contract Documents							
7.1 Prepare Final CCDs	16	8	40	56	12	132	\$14,590.80
7.2 Submit Final CCDs to Development Services with Application for	4		4	2	2	12	\$1,543.50
7.3 Obtain approval of Development Services to a status of "RTI"	4				3	7	\$894.60
7.4 Prepare "Issue for Construction" CCDs	8		24	40	3	75	\$7,900.20
Total Labor Hours	32	8	68	98	20	226	\$24,929.10
Expenses							\$2,653.70
Task 7 Subtotal							\$27,582.80

Task 8 – Meetings							
8.1 City Board & Council Meetings (up to 3)	12			12	9	33	\$3,553.20
8.2 Schematic Design Design Review Meeting	4			4	3	11	\$1,184.40
8.3 Site Plan Review Meeting with Development Services	3			3	3	9	\$935.55
8.4 60% CCDs Design Review Meeting (1)	6			6	3	15	\$1,682.10
8.5 100% First Submittal CCDs Design Review Meeting (1)	6			6	3	15	\$1,682.10
8.6 100% Second Submittal CCDs Design Review Meeting (1)	6			6	3	15	\$1,682.10
8.7 Project Coordination Meetings (8)	24			24	20	68	\$7,232.40
Total Labor Hours	61	0	0	61	44	166	\$17,951.85
Expenses							\$838.30
Task 8 Subtotal							\$18,790.15
Task 9 – Public Outreach							
9.1 Attend Public Meeting (1)	6			6		12	\$1,493.10
Total Labor Hours	6	0	0	6	0	12	\$1,493.10
Expenses							\$98.55
Task 9 Subtotal							\$1,591.65
SUB-TOTAL - DESIGN SERVICES (LABOR)							\$181,241.55
SUB-TOTAL - DESIGN SERVICES (EXPENSES) (Allowance)							\$19,485.80
SUB-TOTAL - DESIGN SERVICES							\$200,727.35
Consultant Costs							
Consultant: Dibble & Associates (Civil Eng./Survey)							\$ 110,970.00
Consultant: Ninyo & Moore (Geotechnical)							\$ 9,950.00
Consultant: Wright Engineering (Electrical Eng.)							\$ 15,560.00
Consultant: Zamir Hasan A.I.A. (Architectural)							\$ 27,500.00
Total Consultant Costs							\$ 163,980.00
TOTAL - DESIGN SERVICES							\$364,707.35
Task 10 – Construction Bidding and Administration (Hourly Not to Exceed)							
10.1 Attend Pre-bid conference	4			6	1	11	\$1,203.30
10.2 Respond to RFIs during bidding and construction.	8			16	2	26	\$2,696.40
10.3 Attend Pre-construction Meeting	4			6	1	11	\$1,203.30
10.4 Review sub-contractor submittals and plant material	2	4	12	6	1	25	\$3,194.10
10.5 Attend Pre-Final Walkthrough	4			6	2	45	\$1,266.30
10.6 Attend Final Walkthrough	4			6	4	45	\$1,392.30
10.7 Coordinate all of above activities with the Contractor	20	8	16	54	4	45	\$11,245.50
Total Labor Hours	46	12	28	100	15	208	\$22,201.20
Expenses							\$1,876.25
Task 10 Subtotal							\$24,077.45
Task 11 – Record Drawings (Hourly Not to Exceed)							
11.1 Prepare record drawings from Contractor's marked-up field set	16	8		40		50	\$7,257.60
Total Labor Hours	16	8	0	40	0	50	\$7,257.60
Expenses							\$5,169.60
Task 11 Subtotal							\$12,427.20
SUB-TOTAL - POST DESIGN SERVICES (LABOR)							\$29,458.80
SUB-TOTAL - POST DESIGN SERVICES (EXPENSES)							\$7,045.85
SUB-TOTAL POST DESIGN SERVICES							\$38,504.65
Consultant Costs							
Consultant: Dibble & Associates (Civil Eng./Survey)							\$ 11,540.00
Consultant: Ninyo & Moore (Geotechnical)							\$ -
Consultant: Wright Engineering (Electrical Eng.)							\$ 6,310.00
Consultant: Zamir Hasan A.I.A. (Architectural)							\$ 7,000.00
Total Consultant Costs							\$ 24,850.00
TOTAL - POST DESIGN SERVICES							\$81,354.65

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Task 12 – Master Plan Revisions (Allowance, if required)							
12.1 Preparation of Conceptual Master Plan Alternatives (3)	12		24	60	2	98	\$9,991.80
12.2 Public Meeting to present Conceptual Master Plan Alternatives	10	0	8	20	1	43	\$4,662.00
12.3 Preferred Master Plan	4		8	24	1	37	\$3,641.40
12.4 Public Meeting to presentation Preferred Master Plan	10	0	8	20	1	43	\$4,662.00
12.5 Final Preferred Master Plan	3		8	12	1	24	\$2,595.60
12.6 Meetings with the City of Tempe (3)	9		9	12	4	34	\$3,984.75
12.7 Parks and Recreation Board and City Council Presentations (3)	9			9		18	\$2,239.65
Total Labor Hours	57	0	65	157	10	245	\$31,777.20
Expenses							\$2,860.05
Task 12 Subtotal							\$34,637.25
SUB-TOTAL - MASTER PLAN REVISIONS(LABOR)							\$31,777.20
SUB-TOTAL - MASTER PLAN REVISIONS (EXPENSES)							\$2,860.05
SUB-TOTAL - MASTER PLAN REVISIONS							\$34,637.25
Consultant Costs							
Consultant: Dibble & Associates (Civil Eng./Survey)							\$ 3,120.00
Consultant: Ninyo & Moore (Geotechnical)							\$ -
Consultant: Wright Engineering (Electrical Eng.)							\$ -
Consultant: Zamir Hasan A.I.A. (Architectural)							\$ -
Total Consultant Costs							\$ 3,120.00
TOTAL - POST DESIGN SERVICES							\$37,757.25
TOTAL DESIGN AND POST DESIGN SERVICES							\$463,819.25

EPG Fee Estimate for Daley Park Improvements

July 29, 2008

DIRECT AND OUTSIDE EXPENSES			
Description	Unit	Qty.	Amount
Task 1 – Project Start-up and Base Mapping			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	500	\$ 60.00
B&W Photo Copies (11x17) per page	\$ 0.35	50	\$ 17.50
Color Copies (8 1/2 x 11) per page	\$ 1.00	25	\$ 25.00
Color Copies (11 x 17) per page	\$ 2.00	10	\$ 20.00
Large Document Scan (up to 36" wide) per sf	\$ 7.00	10	\$ 70.00
Mileage per mile	\$ 0.585	200	\$ 117.00
Task 1 Total Expenses			\$ 309.50
Task 2 – Not Used			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12		\$ -
Color Copies (11 x 17) per page	\$ 2.00		\$ -
Large Document Scan (up to 36" wide) per sf	\$ 7.00		\$ -
Line Color Plotting (bond) per sf	\$ 2.00		\$ -
Full Color Plotting (premium bond or photo grade paper) per sf	\$ 6.00		\$ -
Mileage per mile	\$ 0.585		\$ -
Communications			
Printing & Reproduction (Includes film processing)			
Equipment			
Task 2 Total Expenses			\$ -
Task 3 – Schematic Design Development			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	50	\$ 6.00
B&W Photo Copies (11x17) per page	\$ 0.35	72	\$ 25.20
Large Document Scan (up to 36" wide) per sf	\$ 7.00	12	\$ 84.00
B&W 24"x36" Photo Copies each	\$ 1.50	54	\$ 81.00
Shipping/Mailing			\$ 25.00
Communications			\$ 25.00
Printing & Reproduction (Includes film processing)			\$ 25.00
Task 3 Total Expenses			\$ 271.20
Task 4 – 60% Construction Contract Documents			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	150	\$ 18.00
B&W Photo Copies (11x17) per page	\$ 0.35	1,875	\$ 656.25
Color Copies (8 1/2 x 11) per page	\$ 1.00	20	\$ 20.00
Color Copies (11 x 17) per page	\$ 2.00	25	\$ 50.00
Large Document Scan (up to 36" wide) per sf	\$ 7.00	6	\$ 42.00
B&W 24"x36" Photo Copies each	\$ 1.50	150	\$ 225.00
B&W Plotting (bond) per sf	\$ 1.00	123	\$ 123.00
CD, Jewel Case, and Color Print Jacket Cover per CD	\$ 2.50	2	\$ 5.00
Document Binding each	\$ 3.80	2	\$ 7.60
Shipping/Mailing			\$ 50.00
Miscellaneous			\$ 25.00
Task 4 Total Expenses			\$ 1,221.85

Task 5 – 90% Construction Contract Documents			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	150	\$ 18.00
B&W Photo Copies (11x17) per page	\$ 0.35	1,875	\$ 656.25
Color Copies (8 1/2 x 11) per page	\$ 1.00	20	\$ 20.00
Color Copies (11 x 17) per page	\$ 2.00	25	\$ 50.00
Large Document Scan (up to 36" wide) per sf	\$ 7.00	6	\$ 42.00
B&W 24"x36" Photo Copies each	\$ 1.50	150	\$ 225.00
B&W Plotting (bond) per sf	\$ 1.00	123	\$ 123.00
CD, Jewel Case, and Color Print Jacket Cover per CD	\$ 2.50	2	\$ 5.00
Document Binding each	\$ 3.80	2	\$ 7.60
Shipping/Mailing			\$ 50.00
Miscellaneous			\$ 25.00
Task 5 Total Expenses			\$ 1,221.85

Task 6 – 100% Construction Contract Documents			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	350	\$ 42.00
B&W Photo Copies (11x17) per page	\$ 0.35	1,875	\$ 656.25
Color Copies (8 1/2 x 11) per page	\$ 1.00	20	\$ 20.00
Color Copies (11 x 17) per page	\$ 2.00	25	\$ 50.00
Large Document Scan (up to 36" wide) per sf	\$ 7.00	6	\$ 42.00
B&W 24"x36" Photo Copies each	\$ 1.50	600	\$ 900.00
B&W Plotting (bond) per sf	\$ 1.00	123	\$ 123.00
B&W Plotting (mylar) per sf	\$ 2.00	450	\$ 900.00
CD, Jewel Case, and Color Print Jacket Cover per CD	\$ 2.50	2	\$ 5.00
Document Binding each	\$ 3.80	2	\$ 7.60
Shipping/Mailing			\$ 100.00
Miscellaneous			\$ 25.00
Task 6 Total Expenses			\$ 2,870.85

Task 7 – Final Construction Contract Documents			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	150	\$ 18.00
B&W Photo Copies (11x17) per page	\$ 0.35	1,606	\$ 562.10
Color Copies (8 1/2 x 11) per page	\$ 1.00	20	\$ 20.00
Color Copies (11 x 17) per page	\$ 2.00	25	\$ 50.00
Large Document Scan (up to 36" wide) per sf	\$ 7.00	6	\$ 42.00
B&W 24"x36" Photo Copies each	\$ 1.50	584	\$ 876.00
B&W Plotting (bond) per sf	\$ 1.00	123	\$ 123.00
B&W Plotting (mylar) per sf	\$ 2.00	450	\$ 900.00
CD, Jewel Case, and Color Print Jacket Cover per CD	\$ 2.50	2	\$ 5.00
Document Binding each	\$ 3.80	2	\$ 7.60
Communications			\$ 25.00
Printing & Reproduction (Includes film processing)			\$ 25.00
Task 7 Total Expenses			\$ 2,653.70

Task 8 – Meetings			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	250	\$ 30.00
B&W Photo Copies (11x17) per page	\$ 0.35	150	\$ 52.50
Color Copies (8 1/2 x 11) per page	\$ 1.00	150	\$ 150.00
Color Copies (11 x 17) per page	\$ 2.00	150	\$ 300.00
Mileage per mile	\$ 0.585	480	\$ 280.80
Miscellaneous			\$ 25.00
Task 8 Total Expenses			\$ 838.30

Task 9 – Public Outreach			
Mounting (3/16" Gator Board) per sf	\$ 6.75	12	\$ 81.00
Mileage per mile	\$ 0.585	30	\$ 17.55
Task 9 Total Expenses			\$ 98.55

Task 10 – Construction Bidding and Administration (Hourly Not to Exceed)			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	250	\$ 30.00
B&W Photo Copies (11x17) per page	\$ 0.35	100	\$ 35.00
B&W 24"x36" Photo Copies each	\$ 1.50	850	\$ 1,275.00
B&W Plotting (bond) per sf	\$ 1.00	240	\$ 240.00
Mileage per mile	\$ 0.585	250	\$ 146.25
Shipping/Mailing			\$ 25.00
Communications			\$ 25.00
Printing & Reproduction (Includes film processing)			\$ 50.00
Field Supplies			\$ 50.00
Task 10 Total Expenses			\$ 1,876.25

Task 11 – Record Drawings (Hourly Not to Exceed)			
B&W Photo Copies (11x17) per page	\$ 0.35	150	\$ 52.50
Large Document Scan (up to 36" wide) per sf	\$ 7.00	450	\$ 3,150.00
B&W 24"x36" Photo Copies each	\$ 1.50	88	\$ 132.00
B&W Plotting (bond) per sf	\$ 1.00	900	\$ 900.00
B&W Plotting (mylar) per sf	\$ 2.00	450	\$ 900.00
Mileage per mile	\$ 0.585	60	\$ 35.10
Task 11 Total Expenses			\$ 5,169.60

Task 12 – Master Plan Revisions (Allowance, if required)			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	340	\$ 40.80
B&W Photo Copies (11x17) per page	\$ 0.35	40	\$ 14.00
Color Copies (8 1/2 x 11) per page	\$ 1.00	90	\$ 90.00
Color Copies (11 x 17) per page	\$ 2.00	175	\$ 350.00
Large Document Scan (up to 36" wide) per sf	\$ 7.00	36	\$ 252.00
Full Color Plotting (premium bond or photo grade paper) per sf	\$ 6.00	204	\$ 1,224.00
Mounting (3/16" Gator Board) per sf	\$ 6.75	96	\$ 648.00
CD, Jewel Case, and Color Print Jacket Cover per CD	\$ 2.50	1	\$ 2.50
Document Binding each	\$ 3.80	20	\$ 76.00
Mileage per mile	\$ 0.585	150	\$ 87.75
Shipping/Mailing			\$ 50.00
Miscellaneous			\$ 25.00
Task 12 Total Expenses			\$ 2,860.05

Total EPG Expenses	\$ 19,391.70
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EPG Direct and Outside Expense Summary			
B&W Photo Copies (8 1/2 x 11) per page	\$ 0.12	2,190	\$ 262.80
B&W Photo Copies (11x17) per page	\$ 0.35	7,793	\$ 2,727.55
Color Copies (8 1/2 x 11) per page	\$ 1.00	345	\$ 345.00
Color Copies (11 x 17) per page	\$ 2.00	435	\$ 870.00
Large Document Scan (up to 36" wide) per sf	\$ 7.00	532	\$ 3,724.00
B&W 24"x36" Photo Copies each	\$ 1.50	2,476	\$ 3,714.00
B&W Plotting (bond) per sf	\$ 1.00	1,632	\$ 1,632.00
B&W Plotting (mylar) per sf	\$ 2.00	1,350	\$ 2,700.00
Line Color Plotting (bond) per sf	\$ 2.00	0	\$ -
Full Color Plotting (premium bond or photo grade paper) per sf	\$ 6.00	204	\$ 1,224.00
Mounting (3/16" Gator Board) per sf	\$ 6.75	108	\$ 729.00
CD, Jewel Case, and Color Print Jacket Cover per CD	\$ 2.50	9	\$ 22.50
Document Binding each	\$ 3.80	28	\$ 106.40
Newsletter Printing each (assuming 1500 each printing)	\$ 1.00	0	\$ -
Newsletter Postage each	\$ 0.37	0	\$ -
Mileage per mile	\$ 0.585	1,170	\$ 684.45
Shipping/Mailing			\$ 300
Communications			\$ 75
Printing & Reproduction (Includes film processing)			\$ 100
Field Supplies			\$ 50
Miscellaneous			\$ 125
Equipment			\$ -
Total EPG Expenses			\$ 19,391.70

July 1, 2008

Mr. Scott Peters
EPG
4141 North 32nd Street, Suite 102
Phoenix, AZ 85018

**RE: Tempe Daley Park
Fee Proposal for Civil Engineering Design Services (Rev 3)**

In response to your request to provide civil engineering design services for improvements to the approximate 14 acre site of the Tempe Daley Park located at the northeast corner of College Avenue and Encanto Drive in Tempe, AZ, we are pleased to submit this proposal.

CONDITIONS:

- New topographic survey will be provided from aerial mapping and local ground control. New CAD base files will be created and utilized as the basis for the design documents.
- The Landscape Architect will provide electronic files (AutoCAD) of the proposed site and building improvements for use as the basis of the civil design.
- Soils investigation information including recommended pavement section design and percolation test results shall be provided by others.
- Civil design documents will include demolition of existing site improvements as required (paving, curb & gutter, sidewalks, etc.), horizontal and vertical design for the proposed new site elements (curb/gutter, sidewalks/hardscape, parking lots), grading & drainage design including retention basins, and design for new utility service lines (water, sewer, fire, and fire hydrants).
- Hardscape design and documentation, such as textured/colored paving, decorative walls/benches, planter boxes, etc., is anticipated to be provided by the Landscape Architect, however input will be provided as requested. Grading for the hardscape will be provided with the civil plans. Site plans are assumed to be provided by the Landscape Architect.
- Design of drainage and retention facilities within the site boundary for off-site flow is included with this proposal. Flow rate and volume of off-site drainage shall be provided by the City of Tempe. No off-site drainage analysis is provided, including hydrologic or hydraulic modeling.
- Design of minor off-site improvements, to include modifications to the curb line on the east side of College Ave to eliminate existing parking and/or scuppers along Encanto Drive to accommodate off-site flows, has been included in this proposal.
- Civil design elements are anticipated to be designed/constructed in full as necessary for this phase of the project. No temporary utilities, site elements, or other partial improvements requiring re-design or removal are anticipated between building phases.
- Permitting is expected to be through the City of Tempe Development Services Department.
- Refer to Page 4 for Exclusions from this fee proposal, with attention specifically related to Additional Survey, Construction Inspections, Off-Site Improvements, Traffic Studies, Legal Descriptions, and Easement Dedications.



SCOPE OF WORK:

Task 1 - Project Start-Up and Base Mapping

- Establish project control for Daley Park using City of Tempe monuments.
- Set required aerial targets.
- Basis of Elevation: Elevations shall be tied to the City of Tempe vertical datum. An elevation equation will be determined to relate to elevations to North American Vertical Datum of 1988 (NAVD88).
- Basis of Coordinates: Coordinates (Northing and Easting) shall be based upon the North American Datum of 1983 (NAD83) and/or City of Tempe monuments.
- Perform supplemental ground survey topography to accurately identify gutter lines/elevations, the northeast quarter of the College/Encanto intersection, and the area immediately surrounding the Carob tree.
- Coordinate with aerial mapping firm to obtain mapping and photos.
- Prepare a drawing combining ground control survey with the aerial mapping information for use as a base drawing for the project.
- Perform Utility Research and add existing utilities to base drawing from files and/or utility records.
- Add the property boundary to the base drawing based on available information from Maricopa County and/or plats as provided by the City of Tempe.

Task 2 - Master Plan Refinement

- No civil engineering effort is anticipated for this task.

Task 3 - Schematic Design Development

- Perform a site observation and field verification of topographic survey and base mapping.
- Provide civil engineering input for preliminary site plan, grading concepts, and utility concepts.
- Prepare a preliminary Drainage Report.
- Coordinate with Architect, Landscape Architect, and Mechanical Engineer, as necessary.
- Attend design coordination meetings with project team (*up to 2 meetings*).

Task 4 - 60% Construction Documents

- Develop civil cover and notes sheet, civil utility plan(s), and grading and drainage plan(s).
- Finalize Drainage Report.
- Prepare draft civil project specifications, as necessary.
- Submit plans to local utility companies for coordination and conflict review.
- Coordinate with Architect, Landscape Architect, and Mechanical Engineer, as necessary.
- Coordinate dry utilities by acquiring design plans from design team and illustrate dry utility alignment on civil plans, for reference only.
- Attend design coordination meetings with project team (*up to 4 meetings*).



SCOPE OF WORK (CONT'D):

Task 5 - 90% Construction Documents

- Further develop civil cover and notes sheet, civil utility plan(s), and grading and drainage plan(s).
- Update draft civil project specifications, as necessary.
- Coordinate with Architect, Landscape Architect, and Mechanical Engineer, as necessary.
- Coordinate dry utilities by acquiring design plans from design team and illustrate dry utility alignment on civil plans, for reference only.
- Attend design coordination and/or owner meetings with project team (*up to 4 meetings*).

Task 6 - 100% Construction Documents

- Update and further develop civil cover and notes sheet, civil utility plan(s), and grading and drainage plan(s).
- Update Drainage Report, as necessary.
- Finalize civil project specifications, as necessary.
- Submit plans for City permit review.
- Coordinate with Architect, Landscape Architect, and Mechanical Engineer, as necessary.
- Coordinate dry utilities by acquiring design plans from design team and illustrate dry utility alignment on civil plans, for reference only.
- Attend design coordination and/or owner meetings with project team (*up to 4 meetings*).

Task 7 - Final Construction Documents

- Address City Permit Review Comments
- Finalize civil cover and notes sheet, civil utility plan(s), final grading and drainage plan(s), and detail sheets as required.
- Prepare construction documents bid package upon receipt of final permit-approved plans.
- Coordinate with Architect, Landscape Architect, and Mechanical Engineer, as necessary.
- Coordinate dry utilities by acquiring design plans from design team and illustrate dry utility alignment on civil plans, for reference only.
- Attend design coordination and/or owner meetings with project team (*up to 2 meetings*).

Task 8 - Meetings

- Attend Design Review and Project Coordination meetings with City Staff (*up to 14 meetings @ 2 hours/ea*).

Task 9 - Public Outreach

- No civil engineering effort is anticipated for this task.



SCOPE OF WORK (CONT'D):

Task 10 - Limited Construction Bidding and Administration (Allowance, Hourly Not-to-Exceed)

- General assistance with Limited Construction Services, including:
 - Assist in interpretation of bid documents, as required.
 - Prepare and issue any necessary addenda, as required.
 - Participate in pre-bid meeting, bid opening, selection of subcontractors, and pre-construction meeting, if requested.
 - Respond to Requests for Information (RFI) and review shop drawings relating to the civil design.
 - Perform/Attend site observation and/or construction meetings (*up to 4 visits/meetings*).
 - Perform final site walk-through and prepare punch list.

Task 11 - Record Drawings

- Prepare civil Record Drawings, based on Contractor's As-Builts.

Task 12 - Master Plan Revisions (Allowance, if required)

- Provide input regarding the civil design for revisions to the Master Plan based on neighborhood involvement (*up to 16 hours*).
- Attend neighborhood meeting to review revised Master Plan (*up to 2 meetings*).

EXCLUSIONS:

- Storm Water Pollution Prevention Plan (SWPPP)
- Floodplain Analysis
- ALTA Survey
- Re-Plats / Combining of existing property lots.
- Traffic Studies
- Utility Locating (Potholing)
- Major off-site street, curb, sidewalk, water, sewer, or storm drain improvements
- New Legal Descriptions
- New Easement Dedications
- Geotechnical Investigation (To be provided by Geotechnical Engineer)
- Pavement section design (To be provided by Geotechnical Engineer)
- Percolation tests (To be provided by Geotechnical Engineer)
- Landscaping and irrigation design
- Gas, Electrical, Lighting, or Structural design
- Environmental investigations
- Construction Staking
- Construction Inspection
- As-built survey
- Cost of permits or fees
- Zoning changes



July 1, 2008
Mr. Scott Peters
EPG
Page 5

FEES:

BASIC SERVICES

- **Proj. Start-up and Base Mapping**, Lump Sum fee, Scope of Work as described above: **\$ 13,850**
- **Aerial Mapping Subconsultant**, Lump Sum fee, Scope of Work as described above: **\$ 6,370**
- **Schematic Design Development**, Lump Sum fee, Scope of Work as described above: **\$ 10,310**
- **60% Construction Documents**, Lump Sum fee, Scope of Work as described above: **\$ 22,360**
- **90% Construction Documents**, Lump Sum fee, Scope of Work as described above: **\$ 14,210**
- **100% Construction Documents**, Lump Sum fee, Scope of Work as described above: **\$ 24,250**
- **Final Construction Documents**, Lump Sum fee, Scope of Work as described above: **\$ 15,840**
- **Meetings**, Lump Sum fee, Scope of Work as described above: **\$ 3,780**

Total proposed **Basic Services** fee for all Phases of work as described above, including minor Direct Costs: **\$110,970**

ALLOWANCES & RECORD DRAWINGS

- **Limited Construction Admin.**, Allowance - Hourly fee, Scope varies: **\$ 6,940**
- **Record Drawings**, Lump Sum fee, Scope of Work as described above: **\$ 4,600**
- **Master Plan Revisions**, Allowance, Scope of Work as described above: **\$ 3,120**

Total proposed fee for **Allowances and Record Drawings** as described above, including minor Direct Costs: **\$14,660**

Total proposed fee for all Basic Services phases of work, plus Allowances and Record Drawings as described above, including minor Direct Costs: **\$125,630**

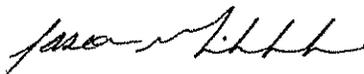
Invoices will be submitted monthly based on the percentage of the project design that is complete for each Scope of Work phase. These invoices will be due and payable upon Landscape Architect's receipt of payment from the City and will be considered past due if not paid within thirty days from receipt of payment from the City.

ADDITIONAL SERVICES:

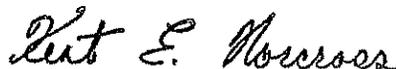
If the Consultant/Engineer is required to perform services in addition to those outlined in the Scope of Work, by reason of substantial changes ordered by the Owner or Landscape Architect or for any reason beyond the Consultant's/Engineer's control, they are to receive compensation for such services. Compensation for additional services not included in the Scope of Work for the basic services shall be based on time expended and charged in accordance with the schedule of hourly rates. Additional services must be approved by the Owner prior to the start of such work.

If you have any questions, please call feel free to call us at (602) 957-1155.

Sincerely,
Dibble Engineering



Jason L. Mikkelsen, P.E.
Project Manager



Kent E. Norcross, P.E.
Vice President, Site Infrastructure



DATE: July 1, 2008

CONTRACT NO. TBD
PROJECT NO. TBD

PROJECT: Tempe Daley Park
Civil Engineering Design Services (Rev 3)

New Contract X
Change Order No.

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR (LUMP SUM)

Classification	Estimated Man-hours	Rate	Labor Costs
Principal Engineer	52	\$150.00	\$7,800
Project Manager	252	\$135.00	\$34,020
Project Engineer	280	\$120.00	\$33,600
Engineer/Designer	200	\$95.00	\$19,000
Technician/Drafter	226	\$80.00	\$18,080
Survey Crew	52	\$130.00	\$6,760
Total	1,062		Total Estimated Labor \$119,260

DIRECT COSTS

Minor Plotting/Travel Included

Sub-Total for Direct Costs

SUBCONSULTANTS

Aerial Mapping - Vertical Mapping Resources, Inc

\$6,370

Sub-Total for Subconsultants \$6,370

SUMMARY

Estimated Labor	\$119,260
Direct Costs	
Subconsultants	\$6,370
TOTAL PROJECT FEE	\$125,630

DATE: July 1, 2008

PROJECT: Tampa Daley Park
Civil Engineering Design Services (Rev 3)

FEE PROPOSAL

PHASE	FEE
<u>Task 1 - Project Start-Up and Base Mapping</u> 1. Establish Project Control 2. Set Aerial Targets 3. Supplemental Ground Topographic Survey 4. Coordination with Aerial Mapping 5. Utility Research 6. Prepare Base Drawing	\$13,850
<u>Task 2 - Master Plan Refinement</u> 1. No civil engineering effort anticipated	\$0
<u>Task 3 - Schematic Design Development</u> 1. Site Observation and Field Verification 2. Preliminary Design Concepts 3. Preliminary Drainage Report 4. Coordination and Meetings (up to 2)	\$10,310
<u>Task 4 - 60% Construction Documents</u> 1. 60% Design Documents 2. Finalize Drainage Report 3. Prepare Draft Specifications, as necessary 4. Submit Plans for Utility Conflict Review 5. Coordination and Meetings (up to 4) 6. QA/QC Review	\$22,360
<u>Task 5 - 90% Construction Documents</u> 1. 90% Design Documents 2. Update Draft Specifications, as necessary 3. Coordination and Meetings (up to 4)	\$14,210
<u>Task 6 - 100% Construction Documents</u> 1. Update and Revise Design Documents 2. Update Drainage Report, as necessary 3. Finalize Civil Specifications, as necessary 4. Submit Plans for City Permitting 5. Coordination and Meetings (up to 4) 6. QA/QC Review	\$24,250
<u>Task 7 - Final Construction Documents</u> 1. Address City Permit Review Comments (Up to 2 resubmittals) 2. Finalize Design Documents 3. Prepare Construction Document Bid Package 4. Coordination and Meetings (up to 2)	\$15,840
<u>Task 8 - Meetings</u> 1. Design Review and Proj Coord Mtgs w/ City Staff (est. 14 @ 2 hours/ea)	\$3,780
<u>Task 9 - Public Outreach</u> 1. No civil engineering effort anticipated	\$0
SUBTOTAL - BASIC SERVICES, ENGINEERING SERVICES	\$104,600
SUBTOTAL - BASIC SERVICES, DIRECT COSTS	\$0
SUBTOTAL - BASIC SERVICES, SUBCONSULTANTS	\$6,370
SUBTOTAL - BASIC SERVICES	\$110,970
<u>Task 10 - Limited Construction Bidding and Administration (Allowance)</u> 1. General CA, per scope	\$8,940
<u>Task 11 - Record Drawings</u> 1. Record Drawings from Contractor redlines	\$4,600
<u>Task 12 - Master Plan Revisions (Allowance)</u> 1. Provide Civil Engineering Input for Master Plan Revisions 2. Attend Neighborhood Meetings (Up to 2)	\$3,120
SUBTOTAL - ALLOWANCES, ENGINEERING SERVICES	\$14,660
SUBTOTAL - ALLOWANCES, DIRECT COSTS	\$0
SUBTOTAL - ALLOWANCES, SUBCONSULTANTS	\$0
SUBTOTAL - ALLOWANCES	\$14,660
TOTAL PROJECT FEE	\$125,630

DATE: July 1, 2008

PROJECT: Tempe Daley Park
Civil Engineering Design Services (Rev 3)

ESTIMATED MAN-HOURS

PHASE	PRINCIPAL ENGINEER	PROJECT MANAGER	PROJECT ENGR/SURV	ASST ENGR DESIGNER	TECHN / DRAFTER	ADMIN. ASSISTANT	SURVEY CREW	TOTAL HOURS
Task 1 - Project Start-Up and Base Mapping								
1. Establish Project Control							16	16
2. Set Aerial Targets							16	16
3. Supplemental Ground Topographic Survey							20	20
4. Coordination with Aerial Mapping		4						4
5. Utility Research		2	8	12				22
6. Prepare Base Drawing		4	8	8	24			44
Task 2 - Master Plan Refinement								
1. No civil engineering effort anticipated								
Task 3 - Schematic Design Development								
1. Site Observation and Field Verification		4	4	4				12
2. Preliminary Design Concepts	2	12	16	8				38
3. Preliminary Drainage Report		4	8	16				28
4. Coordination and Meetings (up to 2)		6	4					10
Task 4 - 60% Construction Documents								
1. 60% Design Documents	6	12	24	24	40			106
2. Finalize Drainage Report		4	12	16				32
3. Prepare Draft Specifications, as necessary		2	4					6
4. Submit Plans for Utility Conflict Review		2	8					10
5. Coordination and Meetings (up to 4)		12	8					20
6. QA/QC Review	16	4	4					24
Task 5 - 90% Construction Documents								
1. 90% Design Documents	6	12	24	24	40			106
2. Update Draft Specifications, as necessary		2	4					6
3. Coordination and Meetings (up to 4)		12	8					20
Task 6 - 100% Construction Documents								
1. Update and Revise Design Documents	6	24	32	32	40			134
2. Update Drainage Report, as necessary		4	8	8				20
3. Finalize Civil Specifications, as necessary		2	4					6
4. Submit Plans for City Permitting		4	4					8
5. Coordination and Meetings (up to 4)		12	8					20
6. QA/QC Review	16	4	4					24
Task 7 - Final Construction Documents								
1. Address City Permit Review Comments (Up to 2 resubmittals)		12	12	8				32
2. Finalize Design Documents		10	24	16	32			82
3. Prepare Construction Document Bid Package		4	4	8	8			24
4. Coordination and Meetings (up to 2)		6	4					10
Task 8 - Meetings								
1. Design Review and Proj Coord Mtgs w/ City Staff (est. 14 @ 2 hours/ea)		28						28
Task 9 - Public Outreach								
1. No civil engineering effort anticipated								
Task 10 - Limited Construction Bidding and Administration (Allowance)								
1. General CA, per scope		20	16	16	10			62
Task 11 - Record Drawings								
1. Record Drawings from Contractor redlines		8	8		32			48
Task 12 - Master Plan Revisions (Allowance)								
1. Provide Civil Engineering Input for Master Plan Revisions		8	8					16
2. Attend Neighborhood Meetings (Up to 2)		8						8
TOTALS	52	252	288	208	226		52	990



7500 North Dreamy Draw Drive
Suite 200
Phoenix, Arizona 85020
phone 602.957.1155
fax 602.957.2838
www.dibblecorp.com

January 1, 2008

STANDARD BILLING RATES
(effective through December 2008)

Managing Principal	\$	160.00
Principal		150.00
Principal Engineer		150.00
Senior Project Manager		140.00
Project Manager		135.00
Senior Engineer		125.00
Engineer (P.E.)		120.00
Assistant Engineer (EIT)		95.00
Senior Technician		105.00
Technician		80.00
Senior Construction Project Manager / Resident Engineer		125.00
Construction Project Manager / Resident Engineer		115.00
Construction Project Engineer		100.00
Construction Inspector		95.00
Land Surveyor Manager (R.L.S.)		135.00
Land Surveyor (R.L.S.)		110.00
Assistant Land Surveyor (LSIT)		85.00
Survey Technician		75.00
Survey Crew (2-Man)		130.00
Survey Crew (GPS/Robotic)		130.00
Senior Information Technologist		115.00
Information Technologist		90.00
Business Development Director		90.00
Business Development Manager		85.00
Marketing Manager		85.00
Marketing Coordinator		65.00
Senior Administrative Assistant		65.00
Administrative Assistant		45.00
Expenses		Cost plus 15%
Mileage, reproduction, etc.		
Overtime Rates		
Dibble & Associates Authorized		Billing Rate x 1.00
Client Authorized		Billing Rate x 1.50

ATTACHMENT "B"



March 19, 2008
Project No. 602178001

Mr. Scott Peters
Environmental Planning Group
4141 North 32nd Street, Suite 102
Phoenix, Arizona 85018

Subject: Proposal to Conduct Geotechnical Evaluation
Daley Park Improvements
Tempe, Arizona

Dear Mr. Peters:

In accordance with your request, we are pleased to submit this proposal to conduct a geotechnical evaluation for the Daley Park Improvements project, in Tempe, Arizona. This proposal summarizes our scope of services, estimated fee, project assumptions, and anticipated schedule for this project.

SCOPE OF SERVICES

Based on our understanding of the proposed project, our scope of services for this phase of the project will consist of the following:

- Review readily available geologic literature and geologic maps, aerial photographs of the area, and in-house information. We will also research and review available geotechnical reports pertinent to the project, as well as reports and/or plans provided by the Owner.
- Conduct a site geologic reconnaissance to observe existing surficial conditions and perform limited geologic mapping.
- Perform a geotechnical exploration, which will include the drilling of up to seven borings with hollow-stem augers to a depth of up to 15 feet. These borings will be located within proposed restroom building footprint, basketball, multi-use field, playground, and asphalt/concrete paving areas. A Ninyo & Moore employee will observe the drilling field work. In-situ testing will be conducted and soil samples will be collected at 2.5 to 5.0-foot depth intervals.
- Perform up to two field infiltration tests (percolation tests) within the project site, preferably near proposed detention areas. The infiltration test procedure will include the drilling an 11-inch diameter borehole to a depth of about 3 feet. The hole will then be cleaned of loose soil and a 10-inch inside diameter (10.5-inch outside diameter) Poly Vinyl Chloride (PVC)

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casing will be inserted to a depth of approximately 3.2 feet. The PVC casing will be filled with water in order to pre-wet the soil. The test will be continued after the prewetting period by refilling the casing and monitoring the drop in water level as a function of time until steady-state conditions are achieved. The infiltration test results will be reported in cubic feet per hour per square foot of percolation area.

- Perform laboratory testing to evaluate the index, compression/expansion, agronomic, and chemical characteristics of the subsurface soils encountered.
- Prepare a geotechnical report that will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design and recommendations for construction. In addition, the report will contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results. Geotechnical recommendations related to excavation characteristics, foundation support, subgrade support for pavements, pavement design sections, and the re-use of on-site soils for engineered fill will also be included in the report.

ESTIMATED FEE

Our services will be performed for an estimated lump sum fee of \$9,950 (Nine Thousand Nine Hundred Fifty Dollars). The estimated fee is based on the scope of services presented above and our understanding of the project. Any additional services not included in the aforementioned scope will be charged on a time and materials basis.

PROJECT ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

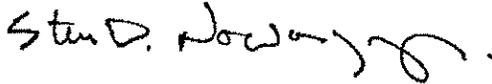
- The site is accessible to normal, truck-mounted drilling equipment and site access will be granted.
- No traffic control measures are needed to perform the work.
- No permits will be needed to conduct the work.
- The work can be accomplished using hollow-stem augers.
- Groundwater will not be encountered.
- The boreholes can be backfilled with the drilling spoils.
- Ninyo & Moore will not be required to obtain any permits or environmental clearance as a part of this project.

SCHEDULING

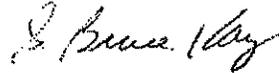
We are prepared to initiate this project immediately upon receiving your authorization to proceed. We anticipate issuing a report within about six weeks from the date of authorization. Preliminary recommendations can be provided about one week after the field work is done.

If this proposal meets your expectations, please provide formal authorization in the form of a sub-consultant agreement, purchase order, or work authorization. We appreciate the opportunity to be of service to you during this phase of the project.

Sincerely,
NINYO & MOORE



Steven D. Nowaczyk, P.E.
Principal Engineer



G. Bruce Kay, P.E.
Principal Engineer

SDN/zvs

Distribution: (1) Addressee

Attachment: Breakdown of Estimated Fee

BREAKDOWN OF ESTIMATED FEE

BACKGROUND REVIEW, COORDINATION AND MANAGEMENT			
Principal Engineer/Geologist/Environmental Scientist	hour @ \$ 140.00	/hour	\$ -
Senior Engineer/Geologist/Environmental Scientist	hour @ \$ 125.00	/hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	hour @ \$ 115.00	/hour	\$ -
Project Engineer/Geologist/Environmental Scientist	10 hours @ \$ 110.00	/hour	\$ 1,100.00
Senior Staff Engineer/Geologist/Environmental Scientist	hour @ \$ 95.00	/hour	\$ -
Staff Engineer/Geologist/Environmental Scientist	hour @ \$ 90.00	/hour	\$ -
Senior Field/Laboratory Technician	hour @ \$ 64.00	/hour	\$ -
Subtotal			\$ 1,100.00

FIELD SERVICES			
Principal Engineer/Geologist/Environmental Scientist	hour @ \$ 140.00	/hour	\$ -
Senior Engineer/Geologist/Environmental Scientist	hour @ \$ 125.00	/hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	hour @ \$ 115.00	/hour	\$ -
Project Engineer/Geologist/Environmental Scientist	hour @ \$ 110.00	/hour	\$ -
Senior Staff Engineer/Geologist/Environmental Scientist	hour @ \$ 95.00	/hour	\$ -
Staff Engineer/Geologist/Environmental Scientist	hour @ \$ 90.00	/hour	\$ -
Senior Field/Laboratory Technician	15 hours @ \$ 64.00	/hour	\$ 960.00
Drilling Subcontractor	Lump Sum		\$ 2,500.00
Subtotal			\$ 3,460.00

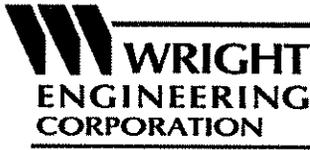
LABORATORY ANALYSES			
Afterberg Limits, D 4318, T 89, T 90	3 tests @ \$ 90.00	/test	\$ 270.00
Chloride and Sulfate Content, ARIZ 733, 736	1 test @ \$ 100.00	/test	\$ 100.00
Consolidation, Hydro (response to wetting) D 2435	3 tests @ \$ 85.00	/test	\$ 255.00
Moisture and Density, D 2937	6 tests @ \$ 35.00	/test	\$ 210.00
pH and Resistivity, ARIZ 236b	1 test @ \$ 100.00	/test	\$ 100.00
Sieve Analysis, D 422, (includes 200 wash)	3 tests @ \$ 110.00	/test	\$ 330.00
Agronomic	1 test @ \$ 200.00	/test	\$ 200.00
Subtotal			\$ 1,465.00

DATA COMPILATION AND ANALYSIS			
Principal Engineer/Geologist/Environmental Scientist	hour @ \$ 140.00	/hour	\$ -
Senior Engineer/Geologist/Environmental Scientist	hour @ \$ 125.00	/hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	5 hours @ \$ 115.00	/hour	\$ 575.00
Project Engineer/Geologist/Environmental Scientist	hour @ \$ 110.00	/hour	\$ -
Senior Staff Engineer/Geologist/Environmental Scientist	hour @ \$ 95.00	/hour	\$ -
Staff Engineer/Geologist/Environmental Scientist	hour @ \$ 90.00	/hour	\$ -
Subtotal			\$ 575.00

REPORT PREPARATION			
Principal Engineer/Geologist/Environmental Scientist	5 hours @ \$ 140.00	/hour	\$ 700.00
Senior Engineer/Geologist/Environmental Scientist	hour @ \$ 125.00	/hour	\$ -
Senior Project Engineer/Geologist/Environmental Scientist	10 hours @ \$ 115.00	/hour	\$ 1,150.00
Project Engineer/Geologist/Environmental Scientist	hour @ \$ 110.00	/hour	\$ -
Senior Staff Engineer/Geologist/Environmental Scientist	10 hours @ \$ 95.00	/hour	\$ 950.00
Staff Engineer/Geologist/Environmental Scientist	hour @ \$ 90.00	/hour	\$ -
Technical Illustrator/CAD Operator	5 hours @ \$ 85.00	/hour	\$ 325.00
Data Processing, Technical Editing, or Reproduction	5 hours @ \$ 45.00	/hour	\$ 225.00
Subtotal			\$ 3,350.00

TOTAL ESTIMATED FEE			\$ 9,950.00
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ATTACHMENT "C"



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

July 8, 2008

EPG
4141 North 32nd Street
Suite 102
Phoenix, AZ 85018

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

Attn: Scott Peters

Dear Scott:

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 conflicts and service drop locations. Coordinate electrical primary and secondary installation requirements and utility delivery design with APS to one service point at the park. Coordinate initialization of underground design process for the existing overhead electric lines.
2. Attend design meetings with Tempe staff and the Design team.
3. Design a lighting system for two basketball courts, and two sand volleyball courts including layout of lights, details of poles, foundations, and equipment on poles. Design will be based on footcandle averages, as requested by the City for each court. Photometric printouts will be provided to the City of Tempe showing designed lighting levels.
4. Lighting design will be completed for all parking and traffic areas on site. Design and specification of equipment necessary to provide lighting for parking lot, including general details of poles & foundations, and fixtures. Prepare photometric printouts of lighting levels.
5. 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

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outlined by the City of Tempe, including all details of construction, power distribution and circuiting.

6. 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.
7. Design and specification of equipment necessary to provide electrical feeds to the restroom building. Work will be coordinated with the building architect and EPG.
8. Provide circuits for irrigation controls and interactive water features as required by EPG. It is anticipated that all equipment will be pre-manufactured with one point of electrical connection.
9. Make all provisions for power and control connections for a sports lighting design package to be supplied by others. All connection and electrical load requirements will be coordinated for the single electrical service.
10. All lighting control will be designed per City of Tempe requirements. All necessary equipment will be shown on the plans.
11. Prepare load calculations/panel schedules, and single line diagrams for the electric service per City and APS requirements.
12. Prepare cost estimates of the lighting and electrical systems for budget analysis.
13. Prepare an electrical specification to be included in the bid documents.
14. 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. Design Development 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 Design 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.
 - e. Final Plans Specifications & Estimates (100% Final)
 - i. Provide Final Construction documents, including electrical/lighting construction drawings, specifications, and a construction cost estimate.

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 EPG 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 = \$14,960.00**

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: **\$5290.00**

Record Drawings:

Record Drawings according to the above scope will be provided on a lump sum basis with any excess billed hourly for: **\$1020.00**

<u>Personnel</u>	<u>Hourly Rate</u>	<u>Personnel</u>	<u>Hourly Rate</u>
Principal	\$110	Designer	\$65
Senior Engineer	\$95	Draftsman	\$55
Engineer	\$85	Secretary	\$35

Printing Charges:

Printing and delivery will be charged as follows not to exceed **\$600.00**:

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.



6-6-08

Scott C. Peters, RLA, ASLA
Director, EPG
4141 North 32nd Street, Suite #102
PHOENIX, AZ 85018

Re: Architectural Services – Daley Park

Mr. Peters

Thank you for including us on your team and giving us the opportunity to provide the following proposal for architectural services for this project.

- A. PROJECT DESCRIPTION: Restroom Building for proposed Daley Park to be approximately 1000 One Thousand sq. ft. Restroom building to be modeled after existing restroom building at Holman Park.
- B. SCOPE OF WORK – DESIGN: Scope of work shall include Architectural Design and detailing, MPE Engineering, Structural Engineering and structural calculations as needed to obtain a building permit.
A full set of applicable specifications and preliminary opinion of the probable construction cost estimates are part of this scope. Preparation of Preliminary design drawings and Design Memo if needed, Agency Review, are included in this scope. One Architectural rendering is included in this scope.
Submittals to be made at 60%, 100 %, and issue for Construction Mylar Drawings, in addition to design review (Site Plan approval) submittals.
- C. FEES: DESIGN – \$ 27,500.00 (Twenty Seven Thousand & Five Hundred Dollars)
- D. SCOPE OF WORK- CONSTRUCTION - Construction related services shall include Site Visits, respond to RFI, Design Changes, As-Builts
- E. FEES: CONSTRUCTION – Hourly , not to exceed \$ 7,000 (Seven Thousand Dollars). Only.
Billing for construction related services should be on an hourly, as needed basis. See attached rates.
Fee for preparing as-builts is included in the above amount.
- F. ITEMS NOT INCLUDED – Any additional consultants not mentioned in this proposal, municipal fees, any additional printing costs, are not included in this proposal.

Truly Yours

Zamir Hasan A.I.A.



6-6-08

HOURLY RATES
ZAMIR HASAN & ASSOCIATES, INC - ARCHITECTS

STANDARD RATES CHARGED

PROJECT PRINCIPAL ZAMIR HASAN A.I.A.	120
STRUCTURAL ENGINEER	110
ARCHITECT IN TRAINING I	80
ARCHITECT -IN TRAINING II	50
SECRETARIAL	40



**CITY OF TEMPE
TEMPE, ARIZONA
DEPARTMENT OF PUBLIC WORKS**

**AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT
REGARDING
HEALTH INSURANCE**

_____,
Arizona

Date _____

**Daley Park Improvements
Project No. 6305051**

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