

PROFESSIONAL SERVICES AGREEMENT
STUDY AND DESIGN SERVICES
OASIS WATER CAMPUS IMPROVEMENTS
City Project No. 151610

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Black & Veatch Corporation, a Delaware corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 24 day of January, 20____ ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. **Key Personnel; Other Consultants and Subcontractors.**

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Consultant must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$232,830 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.
- 4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.5 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **Immigration Law Compliance.**

9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to

their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Black & Veatch Corporation
c/o Dan Meyer, P.E.
3133 East Camelback Road, Suite 210
Phoenix, AZ 85016

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o City Engineer, Engineering Department
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 12.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

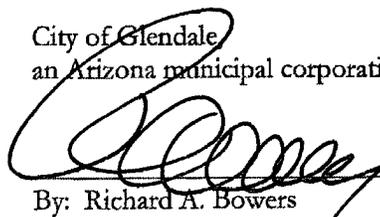
13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a three (3)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional three (3) year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale
an Arizona municipal corporation



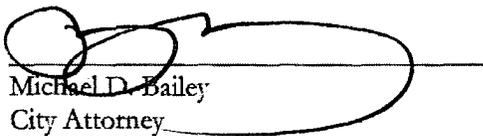
By: Richard A. Bowers
Its: Acting City Manager

ATTEST:



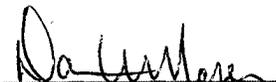
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

Black & Veatch corporation,
a Delaware corporation



By: Dan W. Meyer
Its: Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

The City of Glendale's Oasis Water Campus Surface Water Treatment Plant (OWTP) is a 12.5 million gallons per day (mgd) design capacity and has experienced failure of the filter underdrains and impellers of the Zone 1 pumps.

This project includes underdrain and Zone 1 finished water pumps evaluations, detailed design of the selected improvements, and engineering services during constructions to support replacement of the filter underdrains and finished water pump station modifications.

Requested services include assisting City staff with Council presentations, public meetings, and other related public involvement activities. The City will utilize the services of a Job Order Contractor (JOC). The engineering firm (Consultant) will be a member of a project team that includes, but is not limited to, city staff and JOC contractor.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Please see attached.

EXHIBIT B
SCOPE OF SERVICES FOR CITY OF GLENDALE
OASIS WATER CAMPUS IMPROVEMENTS
CITY PROJECT NO. _____

BACKGROUND

The City of Glendale's Oasis Water Campus Surface Water Treatment Plant (OWTP) has experienced failure of the filter underdrains and impellers of the Zone 1 pumps. The City has requested Black & Veatch (Engineer) to provide an underdrain evaluation, detailed design, and construction administration services proposal to support replacement of the filter underdrains. Additionally, the City has requested a proposal for evaluation, design, and construction administration services to modify the Finished Water Pump Station (FWPS) at the OWTP to mitigate the Zone 1 pump impeller failures experienced recently.

PURPOSE

The purpose of the Oasis Campus Improvements project is to identify acceptable alternatives for the existing filter underdrains and to identify suitable modifications to the FWPS. In order to accomplish the project objectives, Engineer will evaluate alternative underdrains for retrofit into the existing space and provide design and engineering services during construction for the replacement of underdrains in Filters 1 thru 5.

Engineer will also identify suitable modifications to the third Zone 1 finished water pump to match distribution system requirements by allowing finished water pumping flows as low as two (2) million gallons per day (mgd) and to the Zone 4 recirculation line to reduce the potential for FWPS pump suction air entrainment.

SCOPE

The Oasis Campus Improvements project is comprised of the following tasks.

Task 100: General Management & Administration

Engineer will be responsible for coordination of design and construction management service to ensure the project schedule is met. Engineer will review project progress and will prepare and issue monthly progress reports as required for invoicing.

Task 120: Project Meetings

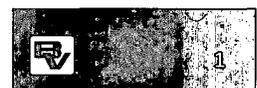
Engineer will have an initial meeting with City plant personnel and the JOC Contractor (JOC) to discuss the background, history, and previous repairs made to date and have a preliminary discussion of the underdrain evaluation anticipated in subtask 210 and the FWPS modifications from subtask 220.

Up to three additional meetings will be held to coordinate design development with the City and JOC.

DELIVERABLES: Meeting minutes will be issued to the City and JOC.

Task 200: Pre-Design Services

Engineer will provide the following tasks associated with design of the underdrain replacement.



Task 210: Evaluation of Alternative Underdrain Manufacturers

Engineer will evaluate up to two different manufacturers' underdrain systems for possible replacement of the existing underdrains and ultimate incorporation into the design specifications. The evaluation of each of the potential systems will include its potential impact on existing ancillary equipment (backwash pumps and air scour blower). Modification of backwash pumps and air scour blower are not anticipated; if modifications are necessary, they will be added as a supplemental service.

Record drawings, specifications, construction photos of original construction and previous repairs, and archived shop drawings will be utilized as needed in the evaluation.

Evaluation of underdrain alternatives will be presented at a design progress meeting and will be summarized in a Technical Memorandum (TM). One electronic copy of the Final TM will be provided after receipt of feedback from meeting and will be incorporated into the design documents.

DELIVERABLES: Draft and Final Underdrain Technical Memorandum

Task 220: Review of OWTP FWPS

SCADA data for the Zone 1 FWPS has been provided for preliminary review of the historical operations of the Zone 1 finished water pump station. This data as well as any other or subsequent data, including OWTP's standard operating procedures and control strategies, will be reviewed in detail to develop the actual system curve to reduce Zone 1 FWPS minimum flow to two (2) million gallons per day (mgd).

Engineer will review the Zone 1 and Zone 4 finished water pump stations potential electrical and control modifications as well as investigate air entrainment in the pump station common suction header.

Engineer will also coordinate with existing pump manufacturer to determine up to two possible pump modification alternatives based on preferences discussed with the City. A specification will be created and provided to the pump manufacturer to either refurbish or replace the existing pump.

This task will include a Zone 1 FWPS Modifications TM summarizing the following:

- Required pump discharge piping modifications
- Required electrical modifications to pump motor, VFD, etc., to verify with existing equipment manufacturers, i.e. VFD manufacturer, the protection features are sufficient for the modified application.
 - NOTE: the scope assumes the existing pump motor and VFD will be reused. If new pump motor and/or VFD are required, additional design effort to specify this equipment will be required.
- Required instrumentation and control modifications
 - Modified control descriptions for existing Zone 1 pumps and incorporation of modified pump
- Pump specification for modified pump (provided as an appendix in the TM)
- Piping improvements to mitigate air entrainment in the common pump station suction header by relocating existing Zone 4 to Zone 1 PRV and re-routing Zone 4 discharge header to the on-site finished water reservoir.

DELIVERABLES: Draft and Final Zone 1 FWPS Modifications TM.

Task 300: Design Services

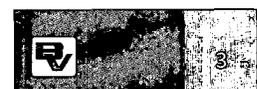
Task 310: Initial Design

The underdrain evaluation TM under Task 210 and the Zone 1 FWPS TM under Task 220 will be utilized to create a 50% design set of plans for City and JOC review and facilitate JOC's budget pricing. Design package will include preliminary layout drawings, typical details, and construction and demolition notes for Filters 1 thru 5 and the FWPS modifications. Design will also include replacement of backwash base elbow with a tee to facilitate filter underdrain access from the lower gullet as well as ladder access provisions to the underdrains from the operating deck.

An internal quality assurance / quality control (QA/QC) review will also be performed prior to issuance of the documents to the City for distribution to the JOC.

The level of effort for the design is based on the below drawing list. No structural design or modifications are anticipated and are excluded from this scope of work. Specification will only be provided for the filter underdrains and the modified FW pump. No additional specifications will be provided; specification of other equipment or modifications will be made on the drawings using specific manufacturer model numbers or other descriptive information to allow the JOC to procure materials. The City will provide the JOC with all necessary front end documents.

OWTP Underdrain Replacement Drawing List						
Sheet			Disc.	Area	No.	Description
1	of	16	G	G	1	Cover Sheet / Drawing List
2	of	16	G	G	2	General Notes / Abbreviations
3	of	16	C	Y	5	Yard Piping Sections & Details
4	of	16	C	B	6	Filter Basins Sectional Plan 1125.00
5	of	16	C	B	11	Filter Pipe Gallery Section
6	of	16	C	B	15	Filter Section
7	of	16	C	F	3	Finished Water Reservoir No. 1 Sections & Details
8	of	16	C	P	1	Finished Water Pump Station Plan
9	of	16	C	P	2	Finished Water Pump Station Enlarged Plan & Sections
10	of	16	C	Z	1	Miscellaneous Details 1
11	of	16	E	Y	12	Main Electrical Yard Power Plan
12	of	16	E	P	1	Finished Water Pump Station Plan Power & Lighting Plan
13	of	16	P	I	2	P&ID – Legends & Abbreviations



14	of	16	P	I	14	P&ID – Filter Backwash Pumps and Mixing Chamber
15	of	16	P	I	16	P&ID – Zone 1 Distribution Pumping
16	of	16	P	I	17	P&ID – Zone 4 PRV to Reservoir No. 1

DELIVERABLES: One PDF copy of the 50% drawing set and FWPS Modifications TM.

Task 320: Final Design & For Construction Plans

Engineer will review and summarize comments received from the City and/or JOC from the Initial Design and provide responses required to finalize the design documents. Engineer will incorporate agreed upon City / JOC comments into the Final Design documents and perform a final internal QA/QC review. QA/QC comments will be incorporated into the Final Design documents which will then be signed and sealed for Agency Review. The Engineer will submit the Agency Review documents to the City Development Services Department and Maricopa County Environmental Services Department (MCESD) for approval. Revisions to drawings or specification will be completed to satisfy Agency review comments and a copy of Final 100% plans will be provided to City and JOC in electronic and hard copy formats.

Agency review fees will be paid by the City.

DELIVERABLES:

Final Design (Agency Review) – One PDF copy of drawing set to the City and JOC.

For Construction – One bond and PDF copy of drawing set to the City and JOC after Agency approvals.

Task 400: JOC Coordination

Engineer will answer up to six (6) JOC RFIs to facilitate JOC’s final GMP based on Agency Review document set and assist to resolve any modifications made as a result of Agency comments. Responses to additional RFIs will be provided as a supplemental service.

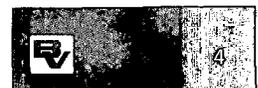
JOC to provide City and Engineer their anticipated comprehensive MOPO plan for review based on JOC’s anticipated construction schedule. Engineer will review and provide feedback on the plan.

Task 500: Engineering Services During Construction

Engineer will perform engineering services during the construction phase of the project as identified below for Filters 1 thru 5 and the FWPS modifications. By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor’s work or the Contractor’s means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to the Contractor’s work or for failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

Prior to, during, and after the plant shutdown, Engineer will provide the following engineering services during construction:

- Submittal Review (up to ten (10) including resubmittals)
- Requests for Information for interpretation of construction contract documents (up to six (6))
- Maintenance of Plant Operations (MOPO) Review & Coordination



- Even if plant is offline during modifications, it is anticipated Engineer will review the JOC's MOPO completed plan to ensure hazard mitigation and responsible parties for each task (including pre-work).
- Twelve (12) site visits will be coordinated with JOC at key points during construction for quality assurance and confirmation of general conformance with design drawings; visits will be documented to show construction work progress via email and photo documentation.
 - Note: electrical special inspection is not anticipated or included in this scope of service.
- Programming and testing of the modified Zone 1 FWPS controls

JOC to provide redline drawings to Engineer for incorporation into the "Conformed to Construction Record" (record) drawings. Scope is based on the Owner or JOC being responsible for quality control testing and reporting of concrete, mortar, subgrade, fill, and piping.

DELIVERABLES: One AutoCAD and PDF copy of the Conformed to Construction Record drawing set.

ALLOWANCES

All allowances described below cannot be performed until authorized by the City.

Allowance A: Owner's Allowance

An additional allowance is provided for miscellaneous tasks at the City's discretion. Such tasks could include, but are not limited to:

- Review of Zone 4 Finished Water Pump Station pump historical operation versus distribution system requirements
- Creation of Zone 4 Finished Water Pump Station control descriptions
- Coordination with manufacturer to assist with upgrading the existing power monitoring system to meet current City IT standards
- MCESD permitting fees
- Raw Water Quality Testing coordination for Oasis and Cholla WTP
- Scour Air Blower electrical and instrumentation and controls evaluation
- Design of backwash discharge header pressure instrumentation and controls to shut down the backwash pump on high pressure
- Assistance with inspection of underdrains at the Cholla WTP
- PIERS server upgrades investigation

SCHEDULE

See attached Schedule Exhibit C.

BUDGET

See attached Level of Effort Exhibit D.

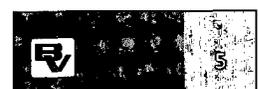
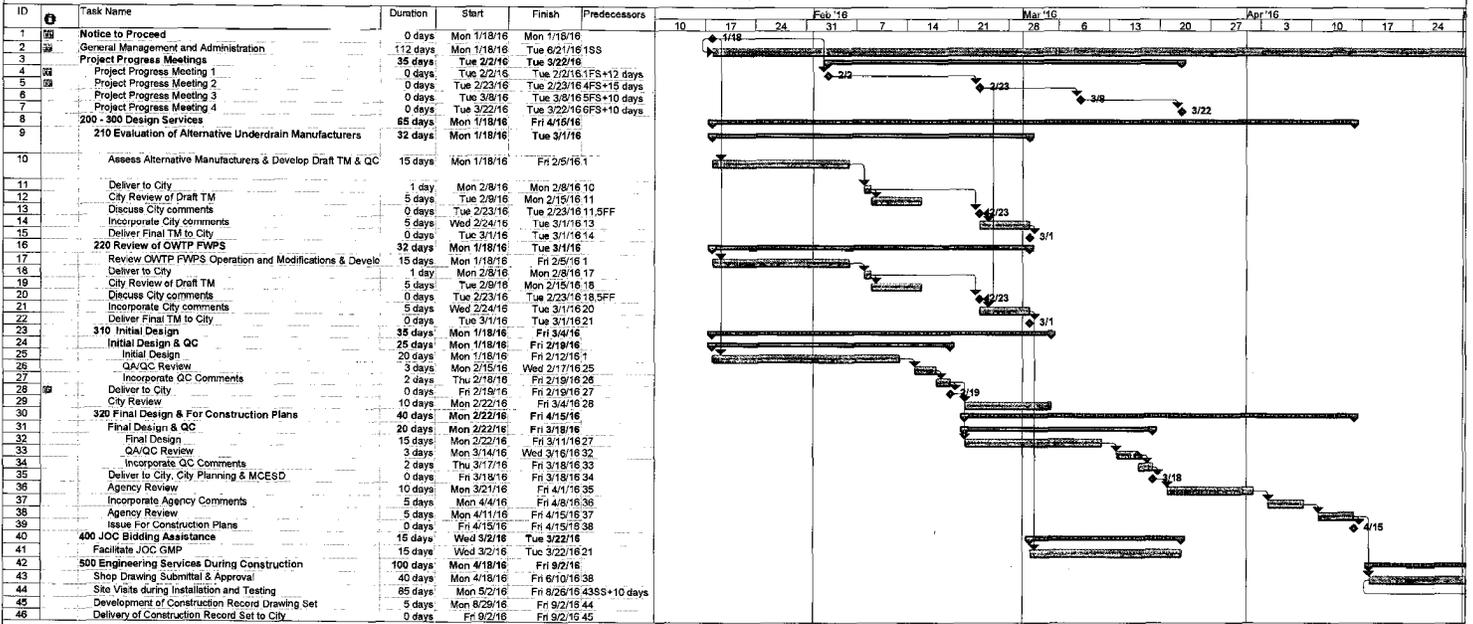


EXHIBIT C
Professional Services Agreement

SCHEDULE

Please see attached.

**OASIS WATER CAMPUS SWTP IMPROVEMENTS
Schedule
Exhibit C**



Project: Oasis WC Improvements Baseline Schedule Date: 11/20/15	Task Split Milestone Summary	Project Summary External Milestone Inactive Task	Inactive Milestone Inactive Summary Manual Task Duration-only	Manual Summary Rollup Manual Summary Start-only Finish-only	Progress Deadline
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EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$232,830.

DETAILED PROJECT COMPENSATION

Please see attached.



**Exhibit D Compensation
Oasis Water Campus SWTP Improvements
City of Glendale
Exhibit D**

Task	Description	Total Hours	Total Fee	Assumptions (see also notes below)
100	PROJECT MANAGEMENT			
	Subtotal	89	\$14,360	
200 - 400	EVALUATION, DESIGN, & BIDDING SERVICES			
	Subtotal	584	\$86,200	
500	ENGINEERING SERVICES DURING CONSTRUCTION			
	Subtotal	543	\$80,770	
	REIMBURSIBLE EXPENSES	-	\$1,500	
	BLACK & VEATCH TOTAL w/ EXPENSES; w/o ALLOWANCES	1,216	\$182,830	
	ALLOWANCES			
A	Owners Allowance	-	\$50,000	
	ALLOWANCE REIMBURSIBLE EXPENSES	-	\$0	
	Subtotal	-	\$50,000	
	BLACK & VEATCH TOTAL w/ EXPENSES & ALLOWANCES	1,216	\$232,830	

Notes:

- Expenses include delivery such as Courier, Fed Exp and UPS, travel costs, including meals, lodging, and travel mileage at IRS approved rates, mobilization, etc., for any required testing subconsultants, reproduction (printing, reproduction of deliverable).
- The level of effort estimate is based on data currently provided by the City. Unforeseen conditions which require additional Engineer and subconsultant services will be considered as supplemental services that will be performed following scopes of services and level of effort negotiations as required and approval by the City.

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.