

PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTION CAPACITY IMPROVEMENTS

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and AECOM Technical Services, Inc. ("AECOM"), a California corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 12 day of April, 2016 ("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.

- a. 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.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of 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 any services or goods furnished by its Subconsultants or Subcontractors, will not exceed \$395,626.41 for the entire term of the Agreement 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 and any Amendment of this Agreement.
 - 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.
- 4.4 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 cause Consultant to 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.
- d. **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:

Randy Simpson, P.E., Vice President
AECOM
7720 North 16th Street, Suite 100
Phoenix, AZ 85020
- 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 Bill Passmore
Principal Engineer
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.

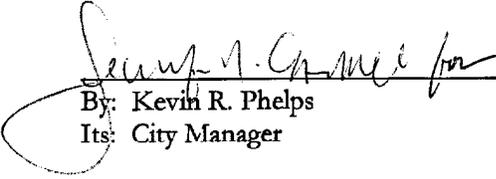
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found 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 2 year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 1 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

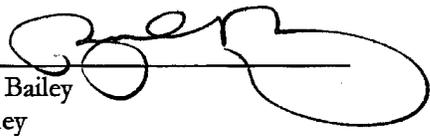

By: Kevin R. Phelps
Its: City Manager

ATTEST:


Pamela Hanna
City Clerk

(SEAL)

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

AECOM Technical Services, Inc.,
a California corporation

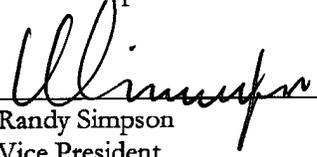

By: Randy Simpson
Its: Vice President

EXHIBIT A
Professional Services Agreement
“DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTION CAPACITY IMPROVEMENTS”
Project No. 1314__

PROJECT

DESCRIPTION OF PROJECT:

The City of Glendale (COG) has identified the need for capacity improvements at the Olive Avenue/59th Avenue intersection, including:

- New bus bays on 59th Avenue (NE and SW corners);
- New westbound Olive Ave to northbound 59th Ave right turn lane;
- New eastbound Olive Ave to southbound 59th Ave right-turn lane;
- Mill and overlay of Olive Ave approximately 500 feet east and west of 59th Ave and of 59th Ave approximately 500 feet south of Olive Ave and 800 feet north of Olive Ave.

EXHIBIT B
Professional Services Agreement
“DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTION CAPACITY IMPROVEMENTS”
Project No. 1314 ___

SCOPE OF WORK

This scope of work identifies the tasks required to complete the improvements, including an environmental document compliant with the COG standards, public involvement, and final design.

TASK 100 – PROJECT MANAGEMENT

Progress Meetings: AECOM will hold up to five monthly progress meetings with the City. Time has been included to prepare, attend, and document the meetings. In addition, time has been allotted for miscellaneous coordination that may include conference calls or in person meetings with ADOT to coordinate between this project and HSIP project that is ongoing.

Contract Administration: This task includes time required to prepare and maintain the contract including preparing monthly invoices, monitoring the contract, reviewing and approving monthly invoices, and preparing monthly progress reports to document that the stated percent completion is consistent with the work completed. AECOM has estimated the contract administration will span five (5) months. AECOM has estimated 40 hours (approximately 2 hours per week) for the PM to coordinate with the City of Glendale PM, 5 hours (1 hour per month for 5 months) for the PIC to monitor the project and 20 hours (approximately 1 hour per week) for the Project Administrator to complete various project billing reports and monitor the contract.

Project Execution Plan: Part of every project, and one of the first tasks to be completed by AECOM, is the preparation of a project execution plan that is distributed to all project team members. This document will be a resource throughout the project. The project execution plan includes a brief description of the project; a contact list for all team members including the City of Glendale, and AECOM; the scope of work; design schedule; list of deliverables; quality control procedures; safe work plan; CADD standards; and other AECOM internal procedures, such as project task list, labor codes, and project filing system.

TASK 200 – UTILITIES COORDINATION

Due to the outside widening required by the bus bays on 59th Ave and the right turn lanes on Olive Ave, overhead power poles will need to be relocated. AECOM will hold four coordination meetings with APS and SRP Power, and perform prior rights review and utility relocation plan reviews.

Time has been allotted to prepare a separate submittal for the utilities to review, prior to the intermediate submittal for the City. This is to expedite utility relocation design and construction, especially for SRP and APS.

Utilities will be designated along Olive Ave and 59th Ave within the ADOT HSIP project limits by an ADOT Utility On-call firm for that project. AECOM will use that information as well for this project.

TASK 300 – BUSINESS OWNER MEETINGS

Three business owner meetings will be held to support the environmental process for this project. These three meetings will be located either on-site at the business address or at a City facility. AECOM will assist in preparing boards, handouts and other presentation material for the business owner meetings. AECOM will attend and participate in all three business owner meetings. See the attached cost proposal provided by Logan Simpson Design for their additional scope related to the business owner meetings.

TASK 400 – ROADWAY DESIGN

AECOM will develop construction documents for the proposed improvements. The following design tasks are anticipated in preparation of the construction documents:

- Addition of two far-side bus bays along 59th Ave, one south and one north of Olive Ave.
- Addition of a right turn lane from EB Olive Ave to SB 59th Ave and a right turn lane from WB Olive Ave to NB 59th Ave.
- Mill and overlay of Olive Ave approximately 500 feet east and west of 59th Ave and of 59th Ave approximately 500 feet south of Olive Ave and 800 feet north of Olive Ave from centerlines.

The following plan sheets are anticipated for this effort:

- 1 - Cover Sheet
- 1 - Design Data Sheet w/ Key Map & Sheet Index
- 2 - General Notes & Details Sheets
- 1 - Typical Roadway Sections
- 5 - Paving Plan & Profile Sheets
- 2 - Bus Bay Details Sheets
- Cross Sections

The bus bay shelters and associated features will be designed per COG standard details.

A listing of the plan sheets required is shown on the attached Fee Proposal – Hour Estimate. The design team anticipates the following submittals – Over the Shoulder reviews (approximately 60% design), formal 90%, and then Final PS&E.

AECOM will not perform any geotechnical investigations or any pavement design. AECOM assumes that the minimum City of Glendale pavement section of 5” of asphalt over 12” of aggregate base course material for arterials can be used for pavement in this project, as indicated in the City of Glendale Engineering Design and Construction Standards, 2015 Edition, page 3-7. Asphalt mix designs will be specified per MAG and COG standards, as appropriate.

TASK 410 – CONCEPT DEVELOPMENT

AECOM will develop capacity improvements concepts for this project, as directed by the City, and will coordinate the preliminary designs with the ongoing ADOT HSIP project (SH365).

TASK 420 – SITE VISIT

AECOM will conduct one site visit, during which existing roadway and traffic features will be inventoried and layout will be documented.

TASK 430 – TRAFFIC ENGINEERING DESIGN

AECOM will develop traffic signal plans for the intersection improvements. Signing and striping plans will be prepared for the roadway segments as defined above at 40 scale. AECOM will determine the storage length necessary for the right turn lanes per the City of Glendale Traffic Study recommendations.

TASK 440 – COST ESTIMATES

AECOM will develop construction cost estimates for 90% and Final PS&E submittals.

TASK 450 – SPECIAL PROVISIONS

AECOM will develop special provisions for 90% and Final PS&E submittals.

TASK 500 – RIGHT-OF-WAY ACQUISITION SUPPORT

AECOM will coordinate the right-of-way requirements with the City of Glendale and support the acquisition of new ROW and Temporary Construction Easements (TCE).

AECOM will develop right-of-way exhibits per COG standards, based on field survey prepared by Geomatics Consulting Group. During the development of the final right-of-way exhibits, AECOM will perform following tasks:

- 1) Calculate Existing right-of-way per documentation provided;
- 2) Calculate limits of new acquisition affected parcels (approx. 9 parcels);
- 3) Calculate new acquisition requirements (New R/W, PUE and TCE based on the largest footprint for the project improvements);
- 4) Calculate acquisition areas;
- 5) Draft right-of-way exhibits per COG standards.

Approximately 9 right-of-way, PUE and TCE exhibits will be drafted with legal descriptions of areas to be acquired. The legal descriptions and exhibits will be provided to the City of Glendale for use in the property acquisition.

TASK 600 – BID ADVERTISEMENT

AECOM will assist the City in finalizing the bid advertisement, answering questions during the advertisement period, and the preparation of one addendum.

TASK 710 –DRAINAGE DESIGN (ANDES ENGINEERING)

See the attached cost proposal and scope for drainage design provided by Andes Engineering.

TASK 720 – ADD-ON MAPPING (GEOMATICS CONSULTING GROUP)

Topographic survey was performed along Olive Avenue and 59th Avenue within the existing right-of-way (ROW) for the safety improvements currently for ADOT’s LPA HSIP project for the City. This survey information will be used for this project. Additional topographic and location surveys will be required to accommodate the capacity improvements. AECOM will subcontract with Geomatics Consulting Group to provide the additional survey. See attached cost proposal from Geomatics Consulting Group for the additional survey scope.

TASK 730 – POTHOLING (HORROCKS ENGINEERS)

AECOM will subcontract with Horrocks Engineers for utility potholing. A maximum of six potholes have been estimated for this project. See the attached cost proposal by Horrocks Engineers for utility potholing.

TASK 740 – RIGHT-OF-WAY ACQUISITION (TIERRA RIGHT OF WAY)

Tierra Right-of-Way will perform title searches, perform appraisals and assist the City in acquiring the new ROW, PUEs and/or TCEs. See the attached cost proposal and scope for the services provided by Tierra Right-of-Way.

TASK 750 – RIGHT-OF-WAY ENVIRONMENTAL CLEARANCE (LSD)

A Phase I Hazardous Materials Site Assessment will be performed within the project limits. AECOM will subcontract with Logan Simpson Design Inc. (LSD) to perform the Phase I Site Assessment to clear the proposed ROW and easements anticipated to be acquired for the improvements. See the attached cost proposal and scope provided by Logan Simpson Design.

TASK 800 – CONSTRUCTION ADMINISTRATION SERVICES

Pre-Construction Conference: Attend the Pre-Construction Conference with the contractor, the City and other stakeholders prior to the start of construction activities on the project. The Registered Engineer (RE) will notify all interested parties and affected utilities of the date and time of the preconstruction conference to be held at City Hall. In addition to conducting the meeting, the RE will prepare the meeting minutes and distribute them electronically to the meeting attendees.

Quality Acceptance: The RE/Inspector will provide quality acceptance services to perform inspection and review all material acceptance testing and Quality Control testing for all items of work required by the contract documents. RE/Inspector will monitor construction for compliance with the project plans and specifications.

AECOM will provide an on-site representative to observe both off-site and on-site activities. The on-site Sr. Inspector will be available for up to 30 percent of the contract construction period. The on-site representative will visit the project site during the course of critical construction activities, but not less than two times per week, depending on the status of work per the Contractor's construction schedule or as directed by the City PM.

AECOM will bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies will be forwarded to the City Project Manager for review. Our staff will resolve any construction-related problems, conflicts or discrepancies, and will recommend remedial actions, but will take no action without the prior approval of the City Project Manager.

Document Pre-Construction, During-Construction, and Post-Construction Conditions: Document pre-construction, during-construction and post-construction conditions using digital photographs using equipment provided by AECOM. The purpose of this documentation is to provide a record of the condition of pre-existing improvements prior to the start of construction activities, condition during construction progress, and upon completion of the construction contract. This will aide in the restoration of the site to its pre-existing condition and protect against potential claims from the contractor, tenants, utilities, or other outside agencies. As will all project records, all photographs are the property of the City.

Meetings with Owner, Design Consultant, and Agencies & Utilities: Attend designated meetings between key stakeholders, outside agencies and other relevant parties as required to successfully complete the scope of work.

Schedule Management: Review the contractor's pre-construction conference schedule and required updates to analyze the presented activities for reasonableness, logic of the sequence including duration of activities, and ensure that the entire project scope is included. Prepare review letters and meet with the contractor to resolve all schedule related issues.

Daily Diaries: The Inspector will prepare detailed daily diaries including quantity measurements detailed by item number, item description, location, and measured quantity and diagrams (when necessary). The RE will maintain the project files including quantity logs.

Record Keeping/File Management: The RE will maintain the project files including the processing, review (when appropriate), and distribution of all project correspondence, Requests for Information (RFI's), submittals, materials logs, etc. All original documents will be maintained as part of the project records. All records will be kept, filed and logged by the RE.

Quantity Tracking: The Inspector will track, measure and verify quantities, calculations, locations and log the quantities in the appropriate quantities program.

Submittal Management: In cases where the City, the design engineers or the utility agencies must review the submittal, AECOM would log the submittal; review the submittal for proper content then forward the submittal to the appropriate individual for review. Upon receipt of the reviewed submittal, AECOM would forward it back to the contractor with approval or for further action as required. A complete submittal log would be maintained. Outstanding submittals and their status would be addressed at the weekly progress meetings. Otherwise, submittals will be reviewed by the RE.

Clarifications: Request for Information (RFI's): AECOM would coordinate and/or provide a response to all RFI's received from the contractor. RFI's received from the contractor would be logged, date-stamped, reviewed and responded to in a timely manner. If necessary, RFI's would be forwarded to the City or the design engineers for further response.

Submittal review and RFIs: AECOM design engineers will review and respond to RFI's and submittals as requested by the contractor. AECOM has estimated 60 hours (20 hours by Project Manager and 40 hours by Project Engineer) to coordinate provide clarifications and reviews.

Take-offs: The Inspector will perform quantity take offs in the office and field verification as and when needed.

Contractor Pay Requests: The RE will review contractor pay application requests and make approval recommendations to the City.

Materials Sampling & Testing: Quality Control (QC): The Inspector will monitor QC testing by the contractor in accordance with the contract QC requirements.

Monthly Reports: AECOM would prepare a monthly progress report outlining the project's current status relative to the baseline schedule. This report would include current project progress, summary of critical events and conflicts, contractor's percent complete, any outstanding project issues, approved changes, potential claims, current photographs of job progress, copies of the latest change order, submittal and RFI logs.

Construction Change Orders (CO): The RE will review the Contractor's request for CO. At that time the RE will agree/disagree and recommendations will be provided to the City for review and approval. All CO's will include an independent RE cost estimate. CO templates will be provided by the City or Contractor.

Punch List: Arrange for project walk-throughs, generate punch lists, ensure satisfactory corrective action is taken and participate in intermediate and/or final walk-through.

As-Built Record Drawings: Maintain a current set of red-lined as-built records of the project changes and provide them to the City or Engineer-of-Record (design consultant). The final record drawing will be the property of the City and shall include the sealed and signature of the architect/engineer of record. In addition to a hard copy, the final record drawings will be provided on computer disk in AutoCAD format.

Project Closeout: The RE will transmit daily diaries, weekly meeting minutes, and all other project documentation in hard copy format at the completion of all activities to the City. The storage boxes will be labeled detailing their contents.

ASSUMPTIONS AND EXCLUSIONS

Revisions to the design guidelines or changes in scope by the City of Glendale that affects the roadway/drainage design within two (2) weeks of submittals or any revision greater than 5%, shall be reviewed on a case-by-case basis as additional services; these changes may affect the scheduled completion of the documents and may be subject to additional fees.

AECOM's design fees are based upon three submittals 60%, 90%, and Final PS&E for approval by the City of Glendale. Responding to review comments generated by events, acts, or opinions that are beyond AECOM's control at the time of plan submittal is not in this scope of services and will be addressed, as agreed and authorized, under a contract change order.

The following tasks are not included in this scope of services:

- Acquisition of As-Built drawings;
- Structural design;
- Geotechnical investigations, analyses, recommendations, materials/compaction recommendations, pavement designs, soils report, paving evaluation report, or pavement structure design report;
- Dry utility coordination, utility engineering designs or details, excepts as noted in this scope of services;
- Submittals other than as noted in scope of services above;
- Coordination/Meetings other than as noted in the scope of services above;
- Detour plans, traffic control plans, construction phasing, or maintenance of traffic plans;
- Interim designs or phasing of designs;
- Lighting design or photometric analysis;
- Traffic analysis, traffic counts, or traffic studies;
- Utility relocations and/or design services except as specifically enumerated in this scope of services;
- SWPPP plans;
- Design services or plans for improvements extending beyond the roadway right-of-way;
- Architectural aesthetics design;
- Landscape architecture design/plans;
- Any environmental work/studies, except as specifically enumerated in this scope of services;
- Post design services including, but not limited to survey staking and review/interpretation of contract documents are not part of this scope, except as specifically enumerated in this scope of services;
- Warranty inspections;
- Other services not identified in this scope of services.

EXHIBIT C
Professional Services Agreement
“DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTION CAPACITY IMPROVEMENTS”
Project No. 1314__

SCHEDULE

See attached detailed project schedule.

Activity	Duration (Business Days)
Design/Permitting Completion	
Project Startup / Kick-Off	5
Survey and 60% Design	45
Over the Shoulder Review 60% Design	5
Prepare 90% Plans	25
City Review 90% Plans	20
Prepare 100% Plans	20
City Review 100% Plans	15
Final Approved Plans	10
Total Design Time	145
Environmental Clearance	
Business Outreach	45
Hazardous Materials (Phase I ESA and Lead Paint Survey)	40
Total Environmental Clearance Time	85
Right-of Way Acquisition	
Title Reports	25
Appraisals Requested	1
Offer to Purchase – Acquisition Package Documents Prepared	34
Appraisals Received by Acquisition Agent	10
Acquisition Packages (with appraisals) Reviewed and Approved by City	10
Offer Packages Approved & Presented to Owners – Negotiations	30
Purchase Agreements Signed & Escrow Opened/	15
Facilitation, Documents Executed	30
Escrow Closed, Deeds Recorded	30
File Closed and Submitted to City	15
Total ROW Acquisition Time	185

EXHIBIT D
Professional Services Agreement
“DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTION CAPACITY IMPROVEMENTS”
Project No. 1314__

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 AECOM, for full completion of all work required by the Project during the entire term of the Project must not exceed \$395,626.41

DETAILED PROJECT COMPENSATION

Project Name Design and Construction Fee Schedule	
TASK	COST
Task 100 – Project Management	\$19,025.00
Task 200 - Utilities Coordination	\$19,616.52
Task 300 – Business Owner Meetings	\$11,384.12
Task 400 – Roadway Design	\$48,585.59
Task 410 – Concept Development	\$32,347.96
Task 420 – Site Visit	\$825.56
Task 430 – Traffic Engineering/Design	\$29,353.00
Task 440 – Cost Estimates	\$5,813.94
Task 450 – Special Provisions	\$9,444.40
Task 500 – ROW Acquisition Support	\$29,105.08
Task 600 – Bid Advertisement	\$8,150.55
Direct Expenses	\$769.68
ESTIMATED PROJECT COST (Final Design)	\$214,421.40
Task 710 – Drainage Design (Andes Engineering)	\$10,918.33
Task 720 – Add-On Mapping (Geomatics Consulting Group)	\$3,150.63
Task 730 – Potholing (Horrocks Engineers)	\$4,710.00
Task 740 – ROW Acquisition (Tierra Right of Way)	\$62,600.00
Task 750 – ROW Environmental Clearance (Logan Simpson Design)	\$11,579.69
ESTIMATED PROJECT COST (Final Design - Subconsultants)	\$92,958.65
Task 800 – Construction Administration During Construction	\$66,479.20
Direct Expenses	\$1,767.16
ESTIMATED PROJECT COST (Construction Administration)	\$68,246.36
OWNER CONTINGENCY	\$20,000.00
TOTAL PROJECT COST:	\$395,626.41

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.