

**CITY CLERK
ORIGINAL**

**C-8163
09/11/2012**

**PROFESSIONAL SERVICES AGREEMENT
SWEETWATER LIFT STATION
City Project No. 111216**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Brown and Calwell, Inc., a California corporation authorized to do business in Arizona, ("Consultant") as of the 11th day of September, 2012 ("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

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Consultant 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.

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. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, 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 \$321,493 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.
- 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.**

8.1 Requirements. Consultant must obtain and maintain the following insurance ("Required Insurance"):

- a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.
 - (2) Subconsultants and Subcontractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.
- e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- f. Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Consultant's Policies;

- (2) Reduction of the coverage limits of any of Consultant's Policies; and
 - (3) Any other material modification of Consultant's Policies related to this Agreement.
- g. Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this Section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this Section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant, Subconsultant, or Subcontractor in the event that any coverage does not comply with the requirements of this Section .
 - (3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.
- h. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this Section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this Section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Subconsultants and Subcontractors.

- a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Subconsultant or Subcontractor if City is satisfied the amounts required are not commercially available to the Subconsultant or Subcontractor and the insurance the Subconsultant or Subcontractor does have is appropriate for the Subconsultant or Subcontractor's work under this Agreement.
- c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including

sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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. Prohibitions. Consultant certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

11. Notices.

11.1 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.

11.2 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:

Ronald L. Ablin, P.E.
Vice President
Brown and Caldwell
201 E. Washington Street
Suite 500
Phoenix, AZ 85004

- 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
City of Glendale
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.
12. **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.
13. **Entire Agreement; Survival; Counterparts; Signatures.**
- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a two year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 0 years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 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. There are no automatic renewals of this Agreement.

15. **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.

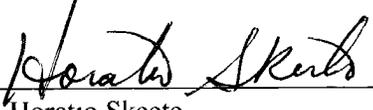
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

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

(Signatures appear on the following page.)

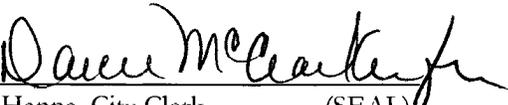
The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



By: Horatio Skeete
Its: Acting City Manager

ATTEST:



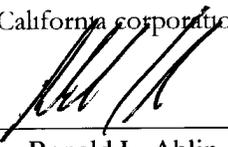
Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Craig Tindall, City Attorney

BROWN AND CALDWELL, INC.,
a California corporation



By: Ronald L. Ablin, P.E.
Its: Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)



Exhibit A
Project
City of Glendale
Sweetwater Lift Station
August, 2012

Project

The Sweetwater Lift Station is located at approximately the 55th Avenue alignment north of Cactus Road within the Estates at Marshall Ranch subdivision. More specifically, the lift station is located at the north end of Dahlia Drive cul-de-sac and is bounded by the Arizona Canal access road on the north and Tract "D" of the Estates at Marshall Ranch on the remaining three sides. A 10-inch sewer line crossing beneath the Arizona Canal Diversion Channel (ACDC) and the Salt River Project (SRP) Arizona Canal conveys collected wastewater from development north of the ACDC to the lift station. The lift station discharges through a 6-inch force main to a manhole within the lift station footprint. Discharge is conveyed to the south through a 10-inch, then a 12-inch sewer line within Dahlia Drive. A 3-day flow monitoring conducted in September 2006 indicated that flow varied from 92 gallons per minute (gpm) to 551 gpm. The drainage area is built out so future flows should remain substantially unchanged.

The lift station was originally constructed in 1984. Currently, the lift station components consist of a 40-foot deep concrete wet well (8' ID), a 40-foot deep steel dry well (9' ID pump room), two 15 horsepower pumps, and a surface mounted standby generator. The configuration of the dry well and associated service elevator present operational challenges and make pump maintenance difficult.

The City of Glendale (City) would like to abandon the dry well, retrofit the existing wet well with submersible pumps, and upgrade the existing equipment. All equipment will need to be relocated above ground and protected by a shade structure. All improvements will need to remain within the existing site footprint and the sewer service will need to be maintained during construction.

Additionally, approximately 850 lineal feet of the upstream 10-inch ductile iron sewer pipe is in need of condition assessment and possible rehabilitation. The three associated manholes directly upstream of the lift station and the discharge manhole also need to be investigated and possibly rehabilitated.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)



Exhibit B
Scope of Work
City of Glendale
Sweetwater Lift Station
August 2012

Project Overview

The Sweetwater Lift Station is located at approximately the 55th Avenue alignment north of Cactus Road within the Estates at Marshall Ranch subdivision. More specifically, the lift station is located at the north end of Dahlia Drive cul-de-sac and is bounded by the Arizona Canal access road on the north and Tract "D" of the Estates at Marshall Ranch on the remaining three sides. A 10-inch sewer line crossing beneath the Arizona Canal Diversion Channel (ACDC) and the Salt River Project (SRP) Arizona Canal conveys collected wastewater from development north of the ACDC to the lift station. The lift station discharges through a 6-inch force main to a manhole within the lift station footprint. Discharge is conveyed to the south through a 10-inch, then a 12-inch sewer line within Dahlia Drive. A 3-day flow monitoring conducted in September 2006 indicated that flow varied from 92 gallons per minute (gpm) to 551 gpm. The drainage area is built out so future flows should remain substantially unchanged.

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The City of Glendale (City) would like to abandon the dry well, retrofit the existing wet well with submersible pumps, and upgrade the existing equipment. All equipment will need to be relocated above ground and protected by a shade structure. All improvements will need to remain within the existing site footprint and the sewer service will need to be maintained during construction.

Additionally, approximately 850 lineal feet of the upstream 10-inch ductile iron sewer pipe is in need of condition assessment and possible rehabilitation. The three associated manholes directly upstream of the lift station and the discharge manhole also need to be investigated and possibly rehabilitated.

The project will include the following major facility components at the site:

- The new pumps will be submersible, end-style, nog-clog, constant speed.
- The new force main piping will discharge into the existing manhole on the lift station site.
- Discharge flow meter, magnetic type.
- Wet well ultrasonic level and backup float switch level controls. Automatic alternation and pump control will be by hardwired relay logic, not controlled by the Programmable Logic Controller (PLC).
- Potable water service pipe from the distribution system in the adjacent right-of-way will be brought into the site for service water.
- Electrical distribution equipment with a shade canopy including 480 Vac panelboard, two separate combination motor starters, combination transformer/lighting panel, power monitoring, controls, and service entrance equipment to permit the connection to the SRP power utility service including an new automatic transfer switch for the existing permanent diesel-fueled standby power generator.
- Reuse of the existing PLC based Remote Telemetry Unit (RTU), and connection via radio to the existing City Supervisory Control and Data Acquisition System (SCADA). The existing PLC and radio only will be relocated to a new enclosure with required power supplies and appurtenances. The existing antenna and pole will be retained.
- A motorized hoisting mechanism for submersible pumps.
- Odor control system (if needed).
- Pipeline and manhole rehabilitation.
- The existing wall will remain and equipment will be low-profile to reduce visual impact.
- Demolition of the existing drywell, electrical service, and piping on the site.
- The existing chain link vehicle gate will be replaced with a wrought-iron non-motorized double swing gate similar to the SRP well site 7.6E-15.2N east of the site on the east side of the Arizona Canal.

- Existing site wall may be retained or it may be replaced with a higher wall, dependent on the collaboration between the City and the Estates at Marshall Ranch Home Owner's Association (HOA).
- Site security will be photocell controlled perimeter and canopy site lighting and gate and electrical equipment entry contact (intrusion) switches connected to the RTU

Assumptions

The following items are assumed:

- The Geotechnical Report by Acura Engineering dated January 15, 2008 will be utilized and no additional geotechnical investigations will be required.
- The existing pumping capacity is sufficient. Therefore, the pump size will not need to be increased.
- Based on FEMA Mapping, the existing lift station site is within FEMA Zone X and outside the 100-year flood plain. A Drainage Report and 100-year on-site retention is not required.
- Street improvements and paving are not required.
- Site landscaping and irrigation are not required.
- Any ALTA, Record of Survey, and/or Easement dedications, if required, will be by the City.
- Underground utility locating services (potholing) will not be required.
- The City will pay directly all project review and permit fees. Brown and Caldwell (BC) will coordinate and/or submit only the permits detailed in this scope of work. All permit applications will be provided to the City for review prior to submitting to the reviewing agency.
- Engineer's Estimate of Probable Construction Cost will be submitted for the Basis of Design Report and 90 percent submittal packages. Construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC and that actual costs incurred may vary substantially from the estimates prepared by BC. BC does not warrant or guarantee the accuracy of construction or development cost estimates.
- BC shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), unless otherwise specified in the Construction Contract Documents or the safety precautions and programs incident to the work of Contractor. BC makes no warranty or guarantee with respect to the performance of the Contractor.
- The total duration of this project is assumed to be 18 months.
- Where the term "BC" is used in this scope, it shall mean Brown and Caldwell and/or our subcontractors.
- Material testing as needed for Quality Assurance for concrete, mortar and compaction will be performed by the City and results reviewed by BC.
- Arc Flash and Short Circuit Studies will be specified to be provided by the Contractor.
- Project delivery method is design-bid-build.

The following specific phases and tasks are proposed:

Phase 1.0 Project Management

BC shall perform overall project management to maintain and monitor the project schedule and fee. All project schedules will be presented to the City-assigned Project Manager at any change in the overall project schedule. BC shall monitor the progress of the project from a schedule perspective and submit to the City a written report indicating any deviation from the work progress versus the planned schedule.

BC shall also monitor the progress of the project from a budget perspective and submit to the City a monthly payment request that summarizes the following by task: budget amount, previous expenditures, period expenditures, total expenditures, and remaining balance. A monthly progress report will be included with the invoice that summarizes the work completed in the previous billing period and the work anticipated during the upcoming month.

Phase 2.0 Project Initiation

Task 2.1 Kick-Off Meeting

A kick-off meeting with representatives from BC and the City will be conducted at project initiation. The following will be accomplished:

- Introduce team members.
- Review the project scope and schedule.
- Identify specific goals and expectations.
- Identify key issues affecting project development.
- Request background information.
- Discuss scheduling and coordination for Tasks 2.4 and 2.5.
- Discuss and identify preferred system operation, equipment and suppliers for the civil, mechanical, electrical, instrumentation and control equipment. Electrical and instrumentation will include presentation of a Electrical Questionnaire to be completed by the City.
- Meeting minutes will be prepared and distributed to the attendees by BC

Task 2.2 Data Collection and Review

Collect and review background information.

The following items have been or will be provided by the City to the BC:

- Site legal description.
- Relevant studies, reports, and existing closed-circuit television (CCTV) data, including Acura Engineering Geotechnical Report (January 15, 2008), RTW Design Concept Report for Sweetwater and 55th Avenue Lift Station (April 24, 2008), ProPipe CCTV data (January 2012).
- Record drawings for the lift station and incoming sewer.
- City of Glendale Engineering Design and Construction Standards, 2002.
- City of Glendale Standard Details.
- SCADA design or programming standards, or notification that none exists or applies.
- CAD or drawing standards, or notification that none exists or applies.
- Asset management or other equipment and instrument numbering system and range of numbers for BC use in assigning to new equipment.
- Written response by Operations and Maintenance to the BC Electrical Questionnaire.
- Copy of existing PLC program files including input/output module "traffic cop" assignment.

The following items will be collected by BC:

- Buried utility maps.
- Site topographic survey within the existing lift station site including 1-foot contours and all physical above-ground features on City Datum and rim/inverts of rim/inverts in each of the upstream manholes labeled on the QS as 003, 004, 005, and 006D.
- BC will review the Acura Geotechnical Report and provide the City any comments on their recommendations.

Task 2.3 Electrical Utility Coordination

Conduct an initial meeting with SRP to review the project and identify the project specific power requirements. Offsite electrical design and construction documents will be provided by SRP. BC will review these documents and conduct up to one additional meeting with SRP to coordinate the design efforts.

Task 2.4 Condition Assessment

The following subtasks will be completed to assess condition of the wet well, manholes, and pipeline:

Task 2.4.1 Manhole and Wet Well Inspections Manhole inspections will be performed on Manholes 003, 004, 005 and the lift station wet well to determine the existing condition of the manholes and the need for rehabilitation or replacement. Inspections will be conducted using manned entry and NASSCO standards to allow visual inspection, photographic documentation, penetration testing, and pH. Any traffic control required for the inspections will be provided by the City.

Task 2.4.2 Cleaning and CCTV Inspections BC will subcontract cleaning activities to remove and dispose of debris in the incoming pipeline. BC staff will provide periodic site oversight to review the cleaning process and determine the effectiveness of cleaning process. Post cleaning CCTV will be conducted to complete the investigation of the pipeline and to assess the cleaning operations. BC will perform condition assessment for the pipe reaches and develop recommendations for rehabilitation. The results of this task will be included in the Basis of Design Report in Phase 3.0.

Task 2.5 Odor Evaluation

The activities that will be used to assess the condition of odors at the lift station site are measuring the Hydrogen Sulfide (H₂S) concentrations at the exiting lift station force main discharge manhole as well as at the lift station site property line (site wall). A low range Odalog, which measures H₂S concentrations between 0-2 parts per million will be placed in the manhole and at one location on the site wall to measure ambient concentrations. The Odalog measures H₂S on a continuous basis and will be set up to take a sample and reading every 10 minutes for the duration of the sampling period. The Odalog will be placed in the manhole for 7 days. After 7 days, the Odalog will be removed, the data downloaded and then brought back to the site and hung at the fence. Data will be collected for 7 days at the fence similar to the manhole. After the data is collected and downloaded, BC will evaluate the graph that is produced by the software which plots minimum, maximum and average H₂S concentrations and temperature. BC will evaluate this data and determine if an odor control system is recommended. If an odor control system is recommended, BC will evaluate what type of treatment is most appropriate for the application. The results of this task will be included in the Basis of Design Report in Phase 3.0.

Phase 3.0 Basis of Design Report

Task 3.1 Draft Design Report

BC shall prepare a written report that summarizes the basis for the detailed design activities. The primary focus of this report will be design documentation and preliminary drawings preparation the report will discuss the items listed below:

- Project Background.
- Existing conditions.
- Proposed site features including a preliminary site plan. The site plan will contain sufficient detail to accurately depict the site layout, major equipment, right-of-way, site wall, site access, and force main piping.
- Identify site upgrades required to minimize impacts to the adjacent neighborhood.
- Identify required permitting with Flood Control District of Maricopa County (FCDMC) and SRP.
- Mechanical design criteria, including force main heading piping figures and discussion of pump and motor, piping and valves.
- Electrical design criteria including power supply, equipment, lighting, telemetry, controls, and communication between the site and with SCADA.
- Preliminary Process and Instrumentation Diagram (P&ID).
- Equipment list itemizing the major pieces of equipment and proposed manufacturer's and/or types.
- Recommendations from the condition assessment and odor evaluation, and method of sewer rehabilitation
- Preliminary construction cost estimate.
- Electrical Questionnaire with City responses for electrical, instrumentation, and control equipment and supplier preferences.
- Proposed equipment and instrumentation numbering system.
- Identification of proposed CAD Standards to be used.

BC will provide the City with three (3) copies of the draft Basis of Design Report (Design Report) for review and comment.

Task 3.2 Draft Report Review Meeting

BC will conduct review meeting with the City to review the draft Design Report and discuss the City's review comments. Meeting minutes will be prepared and distributed to the attendees by BC via e-mail.

Task 3.3 Final Basis of Design Report

BC will provide a final Design Report that incorporates the review comments from the City in Task 3.2 and provide the City three (3) copies. The final Design Report will form the basis for the development of the Construction Documents in Phase 4.0.

Phase 4.0 Design and Construction Documents

Plans will be prepared on 24-inch by 36-inch format, using AutoCAD software and BC CAD plan and format. Specifications will be prepared in CSI 1995 format (Divisions 0 through 17).

Design does not include:

- SCADA or PLC associated software licenses

- Security or video security system or modifications.
- SCADA Radio site survey (will be written in specifications to be provided by Contractor).
- A SCADA RTU operator interface terminal or touch-screen.
- Cathodic protection systems.
- Motorized gate and/or access control card reader system.

The specific tasks to be completed under this task are summarized below:

Task 4.1 Sixty (60) Percent Plans and Specifications

At approximately 60 percent complete, five (5) sets of the preliminary plans, specifications, and cost estimate shall be submitted to the City for review. The 60 percent set shall include the final P&IDs, progress set of control strategies, progress set of civil plans, preliminary mechanical plans, preliminary structural plans, preliminary electrical single-line diagrams and schematics, and progress set of technical specifications.

BC will submit for review the project plans with SRP Irrigation staff for Arizona Canal under-crossing for the pipeline rehabilitation. BC will submit the initial application for Right-of-Way (ROW) Permit to FCDMC for both the ACDC under-crossing for the pipeline rehabilitation and for the potential corridor for by-pass pump piping within the east bank of the ACDC. The ROW Permit application will contain the application form, the plan drawings for pipeline rehabilitation, and a plan figure showing the potential by-pass pipe routing. This figure will be made using aerial photos, FCDMC rights-of-way, City limits, existing easement information and its recording number provided by the City from the City's Geographical Information System. BC will receive review comments from SRP and FCDMC. No on-site meetings with either agency will be conducted.

Subtask 4.2 Ninety (90) Percent Plans and Specifications

At approximately 90 percent complete, three (3) sets of the 90 percent plans, specifications and cost estimate shall be submitted to City for review ready for final check by outside agencies, utilities, and City review. Engineer's Estimate of Probable Construction Cost will be submitted within 10 working days of the 90 percent submittal. In addition, a set of the 90 percent plans and specifications and the Design Report will be submitted to the MCESD for the Approval to Construct (ATC) Application for non-expedited review, and a set provided for Electrical Utility review. A set of plans will be provided to the City's Project Manager for submission to the City Building Safety. A review meeting will be conducted with City staff to discuss comments. In addition, a meeting will be scheduled with Maricopa County Environmental Services Department (MCESD) to discuss their comments and to acquire their approval and signature.

Based on the receipt of comments from SRP and FCDMC from subtask 2.3, BC will resubmit plan sets, if necessary. The effort for this task is based on the receipt of a final plan approval letter from FCDMC after this resubmission (two submissions total from subtask 4.1 and 4.2). After the FCDMC issues the final plan approval letter, the Contractor doing the actual work within the right-of-way will be responsible for submitting the additional items required by FCDMC to obtain the permit. No on-site meetings with either agency will be conducted.

Subtask 4.3 Final Plans and Specifications

BC shall prepare one (1) set of reproducible plans and specifications, and three (3) copies of the plan and specifications. One (1) copy will be provided to MCESD to obtain the ATC and BC will provide the executed ATC to the City. The City will provide the reproduction for bid sets.

Phase 5.0 Bid Phase Services

BC shall provide assistance to the City during the bidding process. The following bidding process assistance shall be performed.

Task 5.1 Pre-Bid Meeting

BC shall attend the pre-bid meeting and assist in responding to questions.

Task 5.2 Questions/Addenda

During the bidding period, BC shall respond to all applicable written questions from prospective bidders regarding and issue addenda as required through the City's Procurement Officer. The cost for this task is based on a 4-week bid period with no Owner-initiated addenda being required. Prequalification of equipment, materials and vendors during the bid period is not included.

Task 5.3 Bid Opening, Evaluation and Recommendations

BC shall attend the bid opening, assist the City in reviewing the bids received, and make a recommendation regarding the award of the construction contract.

Phase 6.0 Construction Administration

Construction services will be provided as detailed below. It is assumed that the total construction time will be 8 months.

Task 6.1 Preconstruction Meeting

BC will conduct the pre-construction conference attended by the City and the Contractor. BC shall identify field services to be provided by each entity and discuss appropriate coordination procedures between Contractor, BC and the City. BC shall provide an agenda and preconstruction meeting minutes.

Task 6.2 Progress Meetings

BC shall prepare bi-weekly progress meeting agendas, conduct the progress meetings, record and distribute meeting minutes. For the purpose of this scope and fee, it is assumed that sixteen (16) meetings will be conducted.

Task 6.3 Submittals and Request for Information (RFIs)

BC will receive, log, evaluate and distribute shop drawings and RFIs, samples, test results, and other data which Contractor is required to submit. BC will provide a list of required shop drawings to be submitted to the Contractor. BC will maintain a log showing dates of submittals and RFIs, transmittal action to other subconsultants, dates of return and review action. For the purpose of this scope and fee, it is assumed that sixty (60) total submittals including re-submittals and twenty (20) RFIs will be reviewed.

Task 6.4 Operation and Maintenance (O&M) Manual

BC shall receive, log, evaluate and distribute individual Equipment O&M Manuals received from the Contractor. O&M Manual reviews will consist of collecting and compiling equipment O&M Manuals provided by the Contractor. For the purpose of this scope and fee, it is assumed that ten (10) total submittals and re-submittal manuals will be reviewed.

Task 6.5 Change Order Review and Processing

BC shall receive, review and recommend in writing requests for changes from the Contractor. The recommendation will evaluate the changes based on the cost and benefit to the City.

Upon approval by the City, BC shall develop necessary sketches, verbiage and details required to allow the Contractor to incorporate the changes into the project construction. BC shall prepare the necessary change order documentation for completion of the contract changes. For the purpose of this proposal it is assumed that BC will review and process one (1) major and two (2) minor change orders, the effort for these is assumed to be 12 manhours and 4 manhours respectively.

Task 6.6 Monthly Payment Request and Schedules

BC shall review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the City. BC shall note the scheduled progress of construction activities and their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work. For the purpose of this proposal it is assumed that BC will review seven (7) monthly and one (1) final pay request.

BC shall review the Contractor's baseline schedule as for compliance with the contract documents and with the Owner and Contractor as to the appropriate number, size and description and duration of activities, logic ties between activities and correct substantial and final project completion. BC shall also review monthly schedule updates for correct progress, consumption of float and monitoring of critical activities. In addition BC shall review the progress schedule in conjunction with the payment application. BC shall note changes in the construction sequence, activity durations and changes to the critical path of the project schedule. BC shall make recommendation in writing to the City as to the appropriateness of the Contractor's monthly schedule updates. For the purpose of this proposal it is assumed that BC will review the baseline schedule and seven (7) schedule updates during the project.

In conjunction with the Pay Application, BC shall review the Contractor's Redline Drawings. The review will confirm that the Contractor is accurately reflecting changes to the actual construction on the Redline Drawings for the purpose of producing Final Record Drawings.

Task 6.7 MCESD Permitting

BC shall submit one (1) copy of the Application for Approval of Construction (AOC) to MCESD for review and approval, including one (1) copy each of the Record Drawings and required test results. Upon return, BC shall make requested changes and shall provide the executed AOC to the City.

Task 6.8 Record Drawings

BC shall prepare the contract record drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor and delivered to BC upon substantial completion of the project.

The Record Documents shall be available to the City within thirty (30) days of receipt of the final data from the Contractor.

Record drawings shall include the following:

- AutoCAD files of Record Drawings (1 each) on PC compatible disk.
- PDF files of Record Drawings (1 each).
- Full-size bond copies of Record Drawings (1 each).

Task 6.9 On-Site Inspection Services

As part of the overall Construction Management Service, BC shall perform:

- Periodic visits to the site to observe construction progress and in general conformance with the contract documents.
- Inspect delivered materials and equipment and compare to approved submittals for compliance to the approved submittal.
- Provide part-time field inspection services during the construction. For the purpose of this proposal it is assumed that BC will provide an average of 14 hours per week for the 8-month duration of the project.
- Maintain a log or field visit report for visits to the site recording general observations, weather conditions, and data relative to questions of change orders or conditions at the site and test results. Log and/or daily reports will remain available for copy and use as needed if/when requested by City personnel.
- Document construction activities by taking site photographs of construction activities while performing site visits and observations.
- Immediate reporting of any accidents. In the event of any accident observed by BC personnel, BC shall report the accident to the City as soon as practical.
- Start-up and testing on the new lift station for a period of up to 48 hours. This task includes part-time field oversight.
- BC shall prepare, maintain and coordinate a punch list which will be used as the basis for final completion of the project.
- When the punch list items have all been completed, BC shall coordinate a Final inspection walk with the City and the Contractor to verify that all items listed on the punch list have been completed and that the facilities are constructed and functioning as designed.

Task 6.10 Material Testing

QA material testing will be provided by the City's internal laboratory. BC will review these testing results including all compaction, material and cured-in-place pipe (CIPP) liner coupon tests to ensure conformance with the Contract Documents. CIPP liner coupons for testing will be prepared by the Contractor and submitted to the City for independent lab testing.

Phase 7.0 PLC and SCADA Programming, Start-up and Commissioning

Task 7.1 Modify Existing Code and Program New Code

BC will program the PLC at the Sweetwater Lift Station, modify the existing data concentrator PLC/ Proficy SCADA at the central control room to support the PLC programming at the Sweetwater site. An existing communications link (via radio) will be used between the lift station and the data concentrator PLC/Proficy SCADA to provide remote status and alarms. The modifications will provide the same information of status and alarms for the Operations staff as is currently available on the existing lift station. In addition, programming needed to support additional requirements as defined in the control strategies will be incorporated for the new lift station programming.

Task 7.2 Lab Test PLC and SCADA Code Modifications

BC will bench-test all changes made in Task 7.1 within the Instrumentation & Control Programming lab to verify proper operation within the controlled lab environment. BC will make any corrections to the code found through testing prior to start-up and commissioning.

Task 7.3 Loop Check Assistance

BC will assist the electrical contractor in verifying the physical Input/Output points for the modified lift station PLC and any required changes to the existing lift station by confirming them within the PLC software. BC will also test the signals back to the SCADA control room and verify the signal scaling and engineering units as needed. If there is any network communications failures, BC will assist the Contractor if possible by providing them with the information available within the PLC on the network status.

Task 7.4 Commissioning and Start-up

BC will assist the electrical contractor at the time of start-up by witnessing the PLC/SCADA software during operational testing and working with City staff to verify proper operation based on the Control Strategies through the SCADA.

The City will provide BC with the original source code to the PLC, SCADA/Human Machine Interface and any proprietary software for the radio system, if required.

Phase 8.0 Public Outreach

Public outreach services will be the following:

City Parks and Recreation Department KDA Creative and BC will work with the City Parks and Recreation Department to identify necessary provisions to maintain park access and public safety during the construction activities.

HOA Meeting. KDA Creative and BC will contact, prepare for, and attend one (1) meeting with the HOA to explain the project and schedule prior to the start of construction.

Notification. KDA Creative will develop project messages and notices for residents. Up to two (2) notices will be distributed within a quarter mile of the site prior to the start of construction.

Twenty-four Hour/Seven Day Hotline KDA Creative will maintain a project hotline number and will respond to public inquiries and general questions during construction. All calls and responses will be recorded in the hotline database.

Phase 8.25 Owner Contingency

The Owner Contingency is included to account for changes, delays, or additional services required by the City of Glendale. The contingency may only be used on an allowance basis upon written approval from the City of Glendale.

Compensation

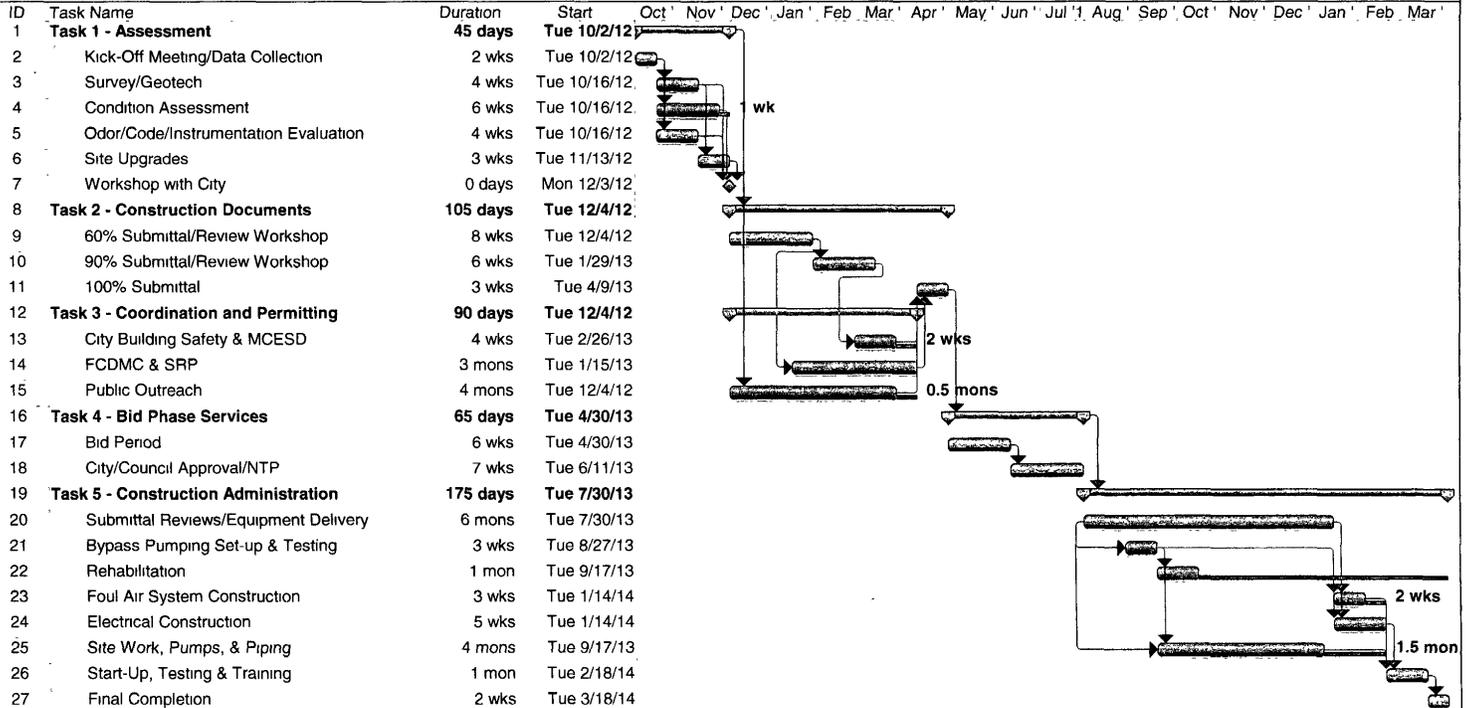
Compensation will be as outlined in Exhibit D and will be billed monthly on a time and materials basis for the tasks outlined in the Scope of Services.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

Exhibit C
City of Glendale
Sweetwater Lift Station



Project Schedule Date Thu 8/2/12	Critical		Milestone		Rolled Up Critical	
	Critical Split		Slack		Rolled Up Critical	
	Task		Slippage		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rate 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 \$.

DETAILED PROJECT COMPENSATION

Exhibit D Compensation

Glendale, City of (AZ) - Sweetwater Lift Station Upgrade

Phase	Phase Description	Total Labor Effort	Total Other Direct Cost	Total Sub Cost	Total Expense Cost	Total Effort
100	Project Management	\$ 16,324	\$ -	\$ -	\$ -	\$ 16,324
200	Project Initiation	\$ 10,502	\$ 180	\$ 4,680	\$ 4,860	\$ 15,362
300	Basis of Design Report	\$ 29,650	\$ 100	\$ -	\$ 100	\$ 29,750
400	Design	\$ 80,580	\$ 100	\$ 18,980	\$ 19,080	\$ 99,660
500	Bid Phase Services	\$ 4,052	\$ -	\$ -	\$ -	\$ 4,052
600	Construction Administration	\$ 97,699	\$ 1,250	\$ 8,000	\$ 9,250	\$ 106,949
700	Programming	\$ 15,272	\$ 200	\$ -	\$ 200	\$ 15,472
800	Public Outreach	\$ 1,376	\$ -	\$ 12,548	\$ 12,548	\$ 13,924
825	Owner Contingency	-	\$ 20,000	-	\$ 20,000	\$ 20,000
GRAND TOTAL		\$ 255,455	\$ 21,830	\$ 44,208	\$ 66,038	\$ 321,493

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 5 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 ten (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.