

CITY CLERK ORIGINAL

C-8258
12/11/2012

PROFESSIONAL SERVICES AGREEMENT 67th Avenue ITS Design - Glendale Ave to Cholla Street

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Stanley Consultants, Inc., an Iowa corporation, authorized to do business in Arizona ("Consultant") as of the 11 day of December, 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. 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.
- d. Notwithstanding any other provision of this Agreement, should any conflict arise between the terms of this Agreement and the terms in the attached Exhibits, the terms of this Agreement shall prevail.

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 \$194,878 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 million per occurrence and \$2 million 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 million 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 million for each claim and a \$2 million annual aggregate limit.
- d. Auto. A business auto policy providing a liability limit of at least \$1 million per accident for Consultant and \$1 million 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 Consultant's professional 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:

Kim Carroll, P.E.
Stanley Consultants, Inc.
1661 East Camelback Road, Suite 400
Phoenix, Arizona 85016

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

City of Glendale
c/o Debbie Albert
5800 West Glenn Drive, Suite 315
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 (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 two (2) years. 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. There are no automatic renewals of this Agreement.

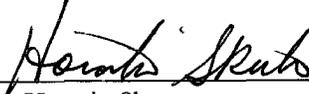
- 15. Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.
- 16. Exhibits.** The following exhibits, with reference to the term in which they are first 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

Stanley Consultants, Inc.
an Iowa corporation, authorized to do business
in Arizona

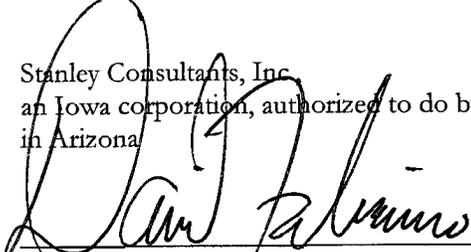

By: David Fabiano
Its: Project Principal

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

**Exhibit A:
Project Understanding**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

PROJECT UNDERSTANDING

This project includes the scoping, design, construction plan production, and post design services associated with the proposed improvements described below:

- Installation of fiber optic communication cable, conduit, and pull boxes along 67th Avenue, from Glendale Avenue to Cholla Street;
- CCTV cameras at Frier Drive, Royal Palm, Mountain View Road, and Cholla Street;
- Connection of signalized intersections to Central System;
- Gateway Public Safety Building Node Switch Installation

Stanley understands that the proposed project will be utilizing federal funds for construction of the proposed improvements and will be administered by ADOT Local Government. The project will be done in accordance with the ADOT Local Government process and is expected to include

- Project Assessment (PA/Stage II)(By Stanley)
- Joint Project Agreement (JPA)(By Glendale/ADOT)
- System Engineering Checklist (By Stanley)
- Plans, Specs & Estimate (Stage III, IV, & Final)(By Stanley)
- Utility, Right of Way, and Environmental Clearances (By Stanley)
- Post Design Services (By Stanley)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

**Exhibit B:
SCOPE OF WORK**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

SCOPE OF WORK

Task 1.0 Project Management & Administration

The hours associated with this task includes up to 32 hours of project management and administration. Project management and administration includes project development and set up, monthly progress reporting, monitoring and updating the schedule, and monthly billing activities for the duration of the project. Project duration is shown in Exhibit D attached with an estimated date of Mid December 2012 through June 2014 (17 month) for project assessment and design phase of this project.

Task 2.0 Project Meetings

Stanley will travel, prepare for, attend, and document the meetings attended. The meetings included in the scope of work are described as:

- 2.1 Kick Off Meeting - Consist of meeting with the City and ADOT to discuss scope, schedule, process and expectations, request and obtain data, and discuss potential issues and concerns.
- 2.2 Initial Project Assessment (IPA) Comment Resolution & Progress Meeting – Consists of meeting with the project team at ADOT Local Government offices to resolve comments on the IPA document and provide status report and summary of schedule.
- 2.3 Final PA (FPA) & Stage II (30%) Comment Resolution & Progress Meeting – Consists of meeting with project team at ADOT Local Government offices to resolve FPA/Stage II comments, Comment Resolution Meeting and provide status report and summary of schedule.
- 2.4 Stage III (60%) Comment Resolution & Progress Meeting: - Consists of meeting with project team at ADOT Local Government office to resolve Stage III (60%) comments and provide status report and summary of schedule.
- 2.5 Stage IV (95%) Comment Resolution Meeting – Consist of meeting with project team at ADOT Local Government offices to resolve Stage IV comments and provide status report and summary of schedule.
- 2.6 Pre-Bid Meeting

All meetings will be attended by project manager and engineer. All meetings will be documented through preparation and distribution of meeting minutes. Utility meetings are covered under Task 4.

Task 3.0 Right of Way Investigation and Clearance

It is assumed that all components of fiber communication systems and CCTV cameras can all be placed within the existing right of way available. Therefore, right of way or temporary construction easement legal descriptions and exhibits will NOT be necessary or included in

**Exhibit B:
SCOPE OF WORK**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

the scope of this work. The work associated with this task includes right of way investigation to ensure and illustrate that work is being done with the public right of way and obtain clearance.

- 3.1 Stanley will obtain and review right of way as built plans and recorded documents to be provided by the City. Design files will be supplemented with right of way documentation received.
- 3.2 Stanley will coordinate with ADOT Local Government and Right of Way to obtain, prepare and submit the Right of Way forms and certificates necessary to obtain right of way clearance at Stage IV (95%).

Should additional right of way be deemed necessary during the design process, Stanley will notify the City immediately for further direction.

Task 4.0 Utility Coordination and Clearance

Utility relocation is NOT proposed. It is assumed that all utility conflicts will be mitigated. It is further assumed that pot-hole data will not be necessary.

- 4.1 Stanley will contact blue stake to identify the list of utilities within the project limits. Utility mapping will be requested from each of the utilities within the project limits. Base design files will be supplemented with utility mapping received.
- 4.2 Stanley will coordinate with Glendale to define the utility contacts and phone numbers for the list of utilities defined in the project limits.
- 4.3 Stanley will prepare for and attend three utility meetings at FPA/Stage II (30%), Stage III (60%), & Stage IV (95%). The purpose of these meetings will serve to as an introduction to the utility stakeholders at FPA/Stage II and resolve conflicts at subsequent stages.
- 4.4 Construction plans will be reproduced and distributed to each of the utilities for "Utility Conflict Review" at Stage II (30%), III (60%), and IV (95%) submittal. Stanley will control the project submittals through utility control matrix. Stanley's submittal to utilities consists of one half size (11 x 17) scalable set. For the purposes of this proposal, 10 utilities copies are expected to be necessary.
- 4.5 Stanley will respond to comments received and provide utility conflict response and resolution letters to the City and ADOT for their records.
- 4.6 Stanley will coordinate with ADOT Utility Rail Road section to obtain, prepare, and submit forms to necessary for utility clearance.

Task 5.0 Environmental and Clearance

Environmental clearance for the project will be secured by following the processes, conducting analyses, and preparing documents per current expectations and guidelines provided by ADOT's Environmental Planning Group (EPG) Local Governments Section. It

**Exhibit B:
SCOPE OF WORK**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

is anticipated that preparation of a Group 2 categorical exclusion (CE) will meet the documentation requirements of National Environmental Policy Act (NEPA) for this project.

Stanley Consultants will take the lead on the preparation of the CE document, supported by *EcoPlan Associates* who will conduct biological, cultural resources, and hazardous materials investigations as required to meet ADOT/NEPA requirements. The following discussion and the attached EcoPlan proposal outlines the environmental clearance scope and assumptions.

Natural Environment/Biology – provided by EcoPlan, see the attached *EcoPlan Associates* scope, estimate, and assumptions for details of this task. EcoPlan documents will be reviewed by Stanley for quality and completeness.

Floodplains - FEMA maps will be reviewed to determine if any of the project lies within a designated floodplain.

Section 404: Jurisdictional Delineation (JD) - Minimal effort is anticipated to confirm no waters of the US are present within the project limits and determine that a formal JD will not be needed.

Section 4(f) - Minimal effort is anticipated to determine that there will be no potential to impact Section 4(f) eligible resources in the project area.

It is assumed that no Section 4(f) resources are located within or adjacent to the project limits.

Land Use - Minimal effort is anticipated to confirm the nature of adjacent land uses and that there will be no direct impacts to land use as a result of this project.

Air and Noise - Minimal effort is anticipated to determine that project impacts associated with air and noise quality will only occur during construction and that those impacts will be temporary in nature.

Construction-Related Impacts - Environmental and engineering staff will coordinate closely to evaluate the impacts to the traveling public and nearby populations as a result of traffic control, dust, noise, and access to adjacent properties.

Utility Impacts - Minimal effort is anticipated to identify existing utilities within the project limits.

**Exhibit B:
SCOPE OF WORK**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

It is assumed that there will be no impacts to utilities during construction that will require coordination with adjacent property owners due to interruption of utility service.

Hazardous Material Evaluation – provided by EcoPlan, see *the attached EcoPlan Associates scope, estimate, and assumptions for details of this task*. EcoPlan documents will be reviewed by Stanley for quality and completeness.

Arizona Pollutant Discharge Elimination System (AZPDES) - Coordination will occur to confirm the total area of ground disturbance during construction. SWPPP is not included in this scope of work. If determined to be necessary, SWPPP will be provided as an out of scope service.

Socioeconomic - Coordination will occur to determine the extent and nature of temporary and permanent impacts on neighborhoods and residents related to access to properties by residents and emergency services, access to nearby businesses and services, access for parking, and overall circulation.

It is assumed that access will be maintained throughout construction and there will be no temporary or permanent disruption to neighborhood continuity.

Cultural Resources – provided by EcoPlan, see *the attached EcoPlan Associates scope, estimate, and assumptions for details of this task*. EcoPlan documents will be reviewed by Stanley for quality and completeness.

Public and Agency Scoping - Owners of properties that lie adjacent to the Glendale ROW within the project limits will be notified of the scope and intent of the project and offered an opportunity to share their concerns and specific needs as they relate to construction of the property.

It is assumed Stanley Consultants will prepare verbage for letters, mailers, and/or door hangers and that printing and distribution will be performed by the City of Glendale.

General Actions - The primary Stanley Consultants effort under this task will be the coordination of the individual discipline efforts, the preparation of the CE checklist, and coordination of document reviews for technical reports and the CE. Other efforts under this task include coordination with project engineers to fully define the scope, purpose, and need for the project, and to determine the extent of impacts and measures to minimize and/or mitigate those impacts.

**Exhibit B:
SCOPE OF WORK**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

All documents will be provided in both hard copy and electronic media to the City of Glendale and to ADOT as appropriate upon completion of the project.

Task 6.0 ITS Design, Project Assessment, PS&E

6.1 Data Collection

- Stanley will collect and review roadway as built plans, ITS as built plans, traffic signal plans, right of way and utility plans within the project limits.
- Stanley will conduct a field investigation, which will consist of:
 - (a) Inventory of each signalized intersection to verify signal cabinet and controller type and capacity,
 - (b) Capacity and quality of existing conduit,
 - (c) CCTV visibility, and
 - (d) Potential conflicts with the proposed design.

It is assumed that City of Glendale will conduct the testing of the existing conduit capacity and quality.

City staff will also assist with making a bucket truck available for evaluation of CCTV visibility.

6.2 Aerial Topographic Survey

Aerial topography will be provided by Stanley with aerial mapping supported by Cooper Aerial Surveys Co. Aerial topography work is summarized as follows:

- Stanley shall establish a total of Ten (10) ground control panels with vertical and horizontal coordinates for the completion aerial mapping. Stanley will contract with aerial mapping company to determine flight details and compiling of data.
- Project Horizontal and Vertical control the aerial mapping will be based on GDACs Control NAD 83 (Horizontal) / NAVD 88 (vertical).
- Cooper Aerial will provide the topography that will include 1-foot contours. The mapping will be at a 40 scale. Horizontal limits of the topo-map will extend 50ft on both sides of 67th Ave, from Glendale Ave to Cholla. Street (*see attached Proposal from Cooper Aerial*).
- Stanley shall conduct random ground proofing for mapping along the length of the project.

6.3 Base Design File Preparation

Base design file will be done in AutoCAD, using the data collected, aerial survey, as built plans, right of way plans, and utility mapping received. Stanley has identified

**Exhibit B:
SCOPE OF WORK**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

AutoCAD as the preferred CADD package. However, prior to doing any CADD work, Stanley will verify ADOT's recommended CADD requirements and perform CADD work in accordance with ADOT recommended requirements.

6.4 ITS Scoping & Design & Maintenance of Traffic (MOT)

- Stanley will evaluate through coordination with Glendale fiber termination points that will fall within the project environmental clearance limits and define opportunities to create redundant system.
- Stanley will perform fiber communication design including fiber optic conduit, cable, pull boxes/vaults, and node switch in accordance with the City of Glendale ITS standards and specifications. Specifications will be prepared in accordance with ADOT requirements.
- Stanley through coordination with Glendale will determine and prepare a public interest finding letter (PIF) for ITS equipment required for the project.
- Fiber optic slicing details will be provided by Stanley. Splice details will be included in the construction plan set and expected at the following locations:
 - 67th Avenue and Glendale Avenue
 - 67th Avenue and Myrtle Avenue
 - 67th Avenue and Orangewood Avenue
 - 67th Avenue and Frier Drive
 - 67th Avenue and Royal Palm
 - 67th Avenue and Butler Drive
 - 67th Avenue and Olive Avenue
 - 67th Avenue and Mountain View Road
 - 67th Avenue and Peoria Avenue
 - 67th Avenue and Cholla Street
- CCTV camera design will be done in accordance with City of Glendale standards and specification. CCTV cameras are proposed at the following locations:
 - 67th Avenue and Myrtle Avenue
 - 67th Avenue and Royal Palm
 - 67th Avenue and Mountain View Road
 - 67th Avenue and Cholla Street
- Stanley will assess maintenance of traffic during the project assessment. Restrictions will be defined and documented in the project assessment. MOT design is limited to construction phasing matrix that will reference standard traffic control details in accordance with Glendale, ADOT, and Part VI of the MUTCD.

**Exhibit B:
SCOPE OF WORK**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

6.5 Project Assessment & Systems Engineering Checklist

Stanley will prepare project assessment (PA) in accordance with ADOT Local Government project development guidelines. Two submittals will be prepared and defined as Initial PA and Final PA. The document will summarize the project background, scope, development considerations, funding source, estimated cost, schedule, vicinity maps, and project layout exhibits.

Stanley's proposal includes Stage I (15%) plans with the initial (PA) and Stage II (30%) plans with the final PA submittal.

Stanley will prepare the System Engineering Checklist to be submitted with final PA for approval. System Engineering Checklist will be revisited at Stage IV.

Prior to submittal of the initial PA, Stanley will present the preliminary results and cost estimate to the City. Should proposed improvements exceed available funding, Stanley through coordination with Glendale will develop an alternative fiber communication layout to achieve the project objectives within the available funding.

Upon receipt of initial PA review comments from the project team, Stanley will compile comments into one comprehensive document. Initial responses will be defined and resolved through coordination with the project team. Final responses will be based on comment resolution. Comments will be incorporated in the final PA.

6.6 Plan, Specifications & Estimate (PS&E)

Upon ADOT approval of the Final PA, Stanley will prepare Stage III (60%), IV (90%), and V (100%), and Final PS&E package in accordance with City and ADOT Local Government requirements.

- Fiber Communication and CCTV Plan sheets will be prepared at 1 inch = 40 foot scale. Plan sheets will be double stacked with 2000 linear feet per sheet.
- Plan sheets will be prepared using AutoCAD and on 22" x 34" sheets so half size scalable 11" x 17" can be submitted at each stage to the project team. Construction plan set is expected to consist of 32 sheets, which can be described as follows sheets:
 - One (1) Cover Sheet
 - One (1) Fiber Communication and CCTV Notes and Legend Sheet
 - Three (3) ITS Infrastructure Detail Sheet (Vault, trench detail, pull box)
 - One (1) CCTV Installation and Integration Detail sheet
 - One (1) Communication System Architecture Sheet with device IP addresses
 - One (1) Communication Schematic Diagram

**Exhibit B:
SCOPE OF WORK**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

- Eleven (11) Splicing, CCTV, Node Switch Detail Sheets
 - Ten (10) Fiber Communication & CCTV Layout Sheets
 - One (1) Traffic Control Notes and Advance Signing Sheet
 - One (1) Traffic Control Quantity Sheet
 - One (1) Maintenance of Traffic Matrix Sheet
-
- Specifications will be prepared in accordance with ADOT C&S and Glendale requirements.
 - Estimates and bid item numbers will be prepared in accordance with ADOT C&S requirements. Stanley will prepare back up calculations for submittal to ADOT C&S at 95% submittal.
 - PS&E will be submitted at III (60%), IV (95%), & Final (100%). Upon receipt of review comments at each stage, Stanley will compile comments into one comprehensive document. Initial responses will be defined and resolved through coordination with the project team. Final responses will be based on comment resolution. Written comments will be distributed with each submittal PS&E Deliverables.
 - Stanley will develop an FTP site to be utilized for downloading and distribution of the project assessment, plans, specs, and estimate at each stage of the project for review and comment. Six (6) half size (11"x17") hard copies will be prepared and submitted to ADOT Local government (PM), ADOT EPG Lead, ADOT U&RR Lead, ADOT ROW Lead, City of Glendale (PM), and Stanley file for review and comment.

**Exhibit B:
SCOPE OF WORK**



**67TH AVENUE ITS
GLENDALE AVENUE TO CHOLLA STREET**

Task 7.0 Post Design Services

Post design services can be described as:

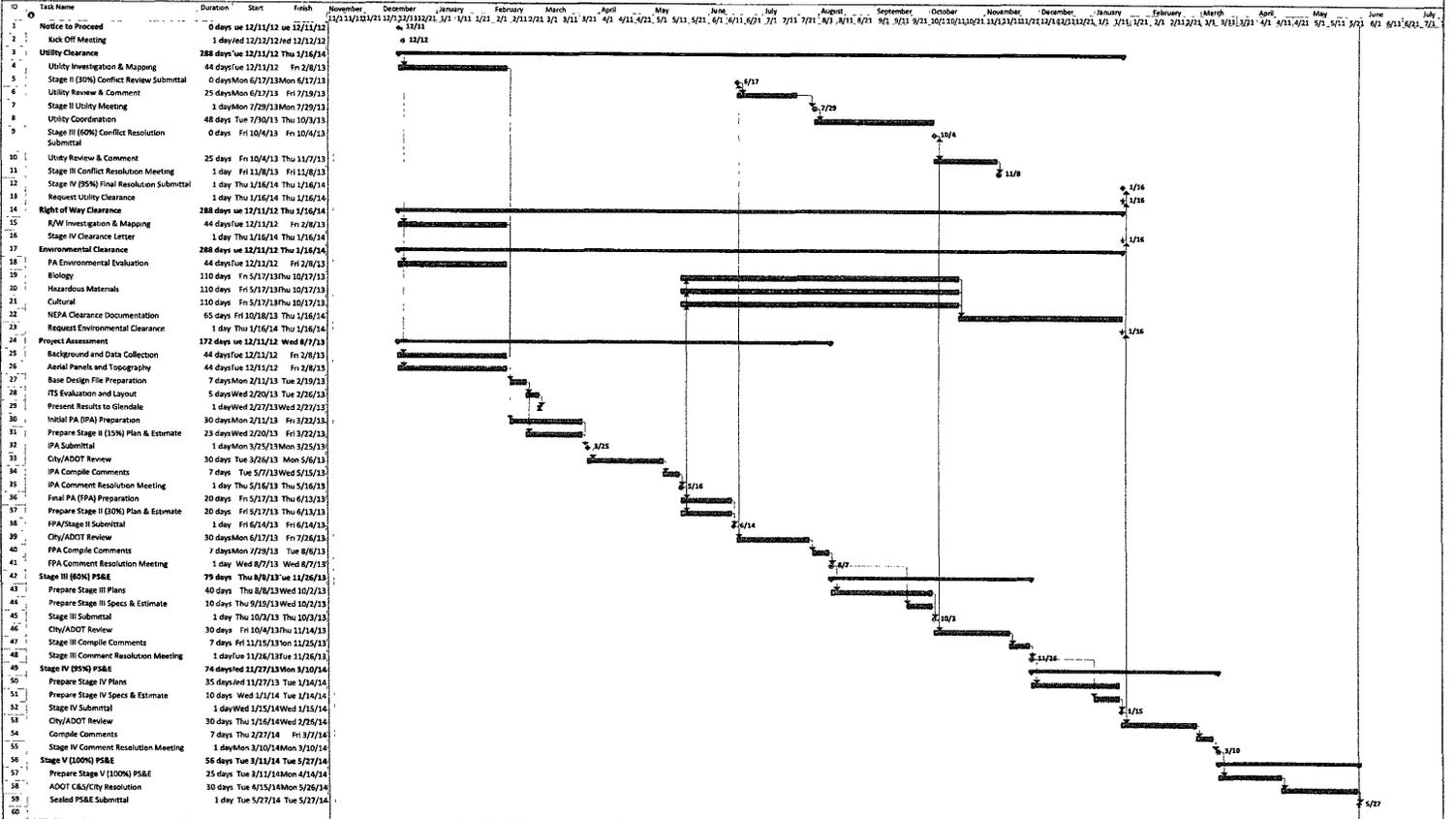
- 7.1 Stanley includes up to 9 hours of project management and administration during post design. Project management and administration includes monthly progress reporting, monitoring, and monthly billing activities for the duration of the post design services phase. The duration is estimated to start in August 2014 through August 2015 (12 month) for Post Design Services phase of this project.
- 7.2 Stanley will prepare for and attend up to four (4) meetings. Meeting will be attended by one engineer.
- 7.3 Stanley will review, coordinate with City and respond construction RFI's by the Contractor. This task includes up to 40 hours.
- 7.4 Stanley will prepare as built plans based on redlines received. Deliverable to ADOT and Glendale will consist of two half size (11 x 17) bond and PDF electronic copy of the as built plans for review.
- 7.5 Upon completion of the review, a CD will be prepared containing the as built documents and half size bond copy. Deliverable to the City will include full size reproducible Mylar and CD containing electronic copies of the CADD and electronic submittals.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C - SCHEDULE
67TH AVENUE, FROM GLENDALE AVENUE TO CHOLLA STREET



Project	Task	Milestone	Project Summary	External Milestone	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	End	Deadline
EXHIBIT C_SCHEDULE.mxd	Split	Summary	External Task	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	3	Progress

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The consultant will be paid on a time and materials basis according to the attached work hour estimate.

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 \$194,878.

DETAILED PROJECT COMPENSATION

See attached spreadsheet for cost estimate.

STANLEY CONSULTANTS

EXHIBIT D: FEE ESTIMATE AND MAN HOUR BREAKDOWN

67TH AVENUE, FROM GLENDALE ROAD TO CHOLLA STREET

Prepared by Stanley Consultants on 10/30/2012

Page 1 of 2

COST PROPOSAL SUMMARY

PROJECT ASSESSMENT AND DESIGN PHASE ESTIMATED LABOR			
Classification	Estimated Workhours	Billing Rate	Costs
Project Manager	97	\$ 195.00	\$ 18,915
Project Engineer	216	\$ 168.00	\$ 36,288
Engineer/Designer	265	\$ 125.00	\$ 33,125
Survey Manager (RLS)	10	\$ 143.00	\$ 1,430
Survey Crew	20	\$ 104.00	\$ 2,080
Technician/Drafter	550	\$ 88.00	\$ 48,400
Secretary/Clerical	63	\$ 62.00	\$ 3,906
	<u>1,221</u>		
Total Estimated Labor			\$ 144,144

POST DESIGN SERVICES ESTIMATED LABOR			
Classification	Estimated Workhours	Billing Rate	Costs
Project Manager	20	\$ 195.00	\$ 3,900
Project Engineer	67	\$ 168.00	\$ 11,256
Engineer/Designer	16	\$ 125.00	\$ 2,000
Survey Manager (RLS)	0	\$ 143.00	\$ -
Survey Crew	0	\$ 104.00	\$ -
Technician/Drafter	42	\$ 88.00	\$ 3,696
Secretary/Clerical	7	\$ 62.00	\$ 434
	<u>152</u>		
Total Estimated Labor			\$ 21,286

ESTIMATED DIRECT EXPENSES					
	Quantity	Copies	Submittals	Price	
Project Assessment Reprographics	30	6	2	\$ 0.20	\$ 72
Plan Reprographics (11x17)	29	6	4	\$ 0.30	\$ 209
Postage/Delivery (ADOT/Glendale/Utilities)	1	3	3	\$ 15.00	\$ 135
Mileage (14 Mtg & 2 Field)	600	1	1	\$ 0.56	\$ 336
Total Estimated Direct Expenses					\$ 752

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS	
Outside Consultant	
EcoPlan Associates (Hazmat, Cultural, & Natural Environmental Services)	\$ 18,259
Cooper Aerial Survey (Aerial Topography Sub)	\$ 10,437
Total Estimated Outside Services	
\$ 28,696	

Total Estimated Labor	\$ 165,430
Total Estimated Direct Expenses	\$ 752
Total Estimated Outside Services	\$ 28,696
TOTAL LUMP SUM ESTIMATE	
\$ 194,878	



Signature

November 2, 2012

Date

EXHIBIT D - FEE ESTIMATE AND MAN HOUR BREAKDOWN
67TH AVENUE, FROM GLENDALE AVENUE TO CHOLLA STREET
 (Prepared by Stanley Consultants 10/30/2012)

TASK 1.0: PROJECT MANAGEMENT AND ADMINISTRATION											
	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Project Setup, Billing, Control (24 months)	NA	NA	NA	32	24	0	0	0	0	0	8
					24	0	0	0	0	0	8
TASK 2.0: PROJECT MEETINGS											
	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Kick Off Meeting	NA	NA	NA	3	2	0	0	0	0	0	1
Project Assessment (2 meetings)	NA	NA	NA	5	4	0	0	0	0	0	1
PS&E Meetings (3 meetings)	NA	NA	NA	7	6	0	0	0	0	0	1
Pre-Bid Meeting	NA	NA	NA	3	2	0	0	0	0	0	1
					14	0	0	0	0	0	4
TASK 3.0: RIGHT OF WAY INVESTIGATION, MAPPING AND CLEARANCE											
	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Right of Way Investigation and Mapping	NA	NA	NA	31	2	5	0	0	0	24	0
Right of Way Clearance Document and Coordination	NA	NA	NA	14	4	8	0	0	0	0	2
					6	13	0	0	0	24	2
TASK 4.0: UTILITY COORDINATION AND CLEARANCE											
	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Utility Investigation and Mapping	NA	NA	NA	23	1	6	0	0	0	16	0
Utility Meetings (3 meetings)(FPA/Stage II, Stage III, & Stage IV)	NA	NA	NA	12	3	6	0	0	0	0	3
Utility Conflict Review Submittals and Resolution (10 Agencies assumed)	NA	NA	NA	57	2	5	16	0	0	32	2
Utility Coordination and Clearance	NA	NA	NA	14	4	8	0	0	0	0	2
					10	25	16	0	0	48	7
TASK 5: ENVIRONMENTAL CLEARANCE											
	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Natural Environment (See EcoPlan Scope & Estimate)	NA	NA	NA	2.5	0.5	1	0	0	0	1	0
Floodplains	NA	NA	NA	1	0	0	0	0	0	1	0
Section 404	NA	NA	NA	3	0	1	0	0	0	2	0
Section 4(f)	NA	NA	NA	2	0	1	0	0	0	1	0
Land Use	NA	NA	NA	2	0	0	0	0	0	2	0
Air Quality	NA	NA	NA	0	0	0	0	0	0	0	0
Construction Related Impacts	NA	NA	NA	4	0	2	0	0	0	2	0
Utility Impacts	NA	NA	NA	3	0	1	0	0	0	2	0
Hazardous Materials (See EcoPlan Scope & Estimate)	NA	NA	NA	1.5	0.5	1	0	0	0	0	0
AZPDES	NA	NA	NA	2	0	1	0	0	0	1	0
Socioeconomic	NA	NA	NA	4	0	1	0	0	0	3	0
Cultural Resources (See EcoPlan Scope & Estimate)	NA	NA	NA	2.5	0.5	1	0	0	0	1	0
Public/Agency Scoping	NA	NA	NA	16	0	3	0	0	0	7	6
Review Plans	NA	NA	NA	4	0	1	0	0	0	3	0
Write Environmental Document & Clearance Memo	NA	NA	NA	58.5	0.5	20	0	0	0	38	0
Coord. City and ADOT Reviews/Revisions	NA	NA	NA	11	0	4	0	0	0	7	0
Subconsultant Coord, Design Engineer Coord, Project Closeout	NA	NA	NA	10	0	2	0	0	0	4	4
					2	40	0	0	0	75	10

EXHIBIT D - FEE ESTIMATE AND MAN HOUR BREAKDOWN
67TH AVENUE, FROM GLENDALE AVENUE TO CHOLLA STREET
 (Prepared by Stanley Consultants 10/30/2012)

TASK6.0: ITS DESIGN, PROJECT ASSESSMENT AND PS&E	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew	Tech./ Drafter	Sec./ Clerical
Data Collection	NA	NA	NA	37	1	4	16	0	0	16	0
Aerial Topographic Survey	NA	NA	NA	30	0	0	0	10	20	0	0
Base Design File Preparation	NA	NA	NA	29	1	4	0	0	0	24	0
Project Assessment (Initial and Final PA)	NA	NA	NA	68	4	8	40	0	0	8	8
Stage II Plans (Layout and MOT Matrix = 13 Sheets)	NA	13	13	167	7	26	40	0	0	90	4
Stage III Plans (32 Sheets)	40	29	8	240	8	30	48	0	0	150	4
Stage IV Plans (32 Sheets)	40	29	5	151	8	24	40	0	0	75	4
Stage V (Final) Plans (32 Sheets)	40	29	3	93	4	15	30	0	0	40	4
Specifications (Stage III, IV, & V)	NA	NA	NA	38	4	15	15	0	0	0	4
Cost Estimates (IPA, FPA/Stage II, & Stages III, IV, & V)	NA	NA	NA	40	4	12	20	0	0	0	4
					41	138	249	10	20	403	32
PA AND DESIGN SUBTOTAL				1221	97	216	265	10	20	550	63
TASK 7.0: POST DESIGN SERVICES											
	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	Proj. Eng.	Eng./ Designer	Survey Manager	Survey Crew (2-man)	Tech./ Drafter	Sec./ Clerical
Project Setup, Billing, Control (12 months)	NA	NA	NA	9	6	0	0	0	0	0	3
Meetings (5 meetings)	NA	NA	NA	17	2	15	0	0	0	0	0
Construction Coordination & RFI's	NA	NA	NA	64	8	40	16	0	0	0	0
As Built Plan Preparation	NA	29	21	62	4	12	0	0	0	42	4
					20	67	16	0	0	42	7
POST DESIGN SERVICES SUBTOTAL				152	20	67	16	0	0	42	7
PROJECT TOTAL				1373	117	283	281	10	20	592	70



Cooper Aerial Surveys Co.

Cost Proposal

1692 W Grant Road
Tucson, Arizona 85745
(520) 884-7580
(520) 623-7952 Fax

October 25, 2012

Michael Fondren PLS
Stanley Consultants, Inc
1661 East Camelback Road Suite 400
Phoenix, AZ 85016

Re: Aerial Mapping, Glendale - 67th Avenue ITS

Dear Michael Fondren PLS,

Cooper Aerial Surveys Co. would like to thank you for the opportunity to assist you in assessing cost for your project. In response to your request, the following is our cost and approach:

Specifications:

Cooper Aerial Surveys Co. will fly and furnish 1:3600 (1"=300') Color stereo photography of Glendale - 67th Avenue ITS . Using the stereo photography and the 10 aerial targets provided by Stanley Consultants, Inc., we will provide a 1"=40' scale map with Plan only. Collection of data will be in the digital terrain modeling (DTM) method. Using the stereo photography and the digital terrain data, we will create digital ortho-rectified imagery with a ground pixel resolution of 0.12 ft.

*Please initial to confirm the project mapping limits in the attached map

Cooper Aerial Surveys Co. Tasks	Total Cost	Schedule
Surveying Services Stanley Consultants, Inc. to set aerial targets and post-process data using ARGPS		34 working days / Negotiable after flight and receipt of control
Flight Services Acquire 1: 3600 (1"= 300') Color aerial photography	\$2,000.00	
Photo Lab - Scanning Services Scan all photography at 10 microns	\$420.00	
Mapping Services - Planimetrics ONLY <u>1"= 40' scale digital collection of Plan ONLY</u>	\$6,669.47	
Mapping Services - With DTM 1"= 40' scale 1 - FT. CI digital collection of DTM Contours & Plan	\$7,506.47	
Digital Ortho-Photography Services Color film digital ortho-rectified 0.1 ft. pixel imagery	\$510.00	
Total for Project - PLANIMETRICS ONLY	\$9,599.47	
Total for Project - With DTM	\$10,436.47	



Cooper Aerial Surveys Co.

Cost Proposal

1692 W Grant Road
Tucson, Arizona 85745
(520) 884-7580
(520) 623-7952 Fax

October 25, 2012

Deliverables

- One 2D AutoCAD file of the contours and planimetrics.
- One 3D AutoCAD file of the contours and planimetrics.
- One 3D AutoCAD file of the DTM (if DTM option is chosen)
- One set of ASCII format files of the DTM (Breaks, Spots, Grid) (if DTM option is chosen)
- One digital, ortho-rectified image file in SID format.

Approach Specifications

All mapping shall adhere to National Map Accuracy Standards. In summary, 90% of contours must be within $\frac{1}{2}$ of the contour interval. Well defined objects checked must be within $\frac{1}{40}$ " horizontal position at map scale. Spot elevations must be within $\frac{1}{4}$ of the contour interval.

Photography

- All photography will be taken with a photogrammetric aerial camera system which features both forward motion compensation and gyro mount computer controlled system.
- The optical axis of the camera will be as near vertical as possible and in no case shall the tilt exceed 3 degrees. The tilt between two consecutive exposures shall not exceed 4 degrees.
- The camera will be oriented to the flight line such that crab does not exceed 3 degrees. The crab between any two consecutive exposures shall not exceed 3 degrees.
- The project area will be photographed in stereo with a forward overlap of 60% and a sidelap of 30%.
- Atmospheric conditions will be optimal, avoiding conditions such as haze, clouds, overcast, snow, dust, precipitation, and smoke so that clear and well-defined images can be obtained.
- Time of day for flight will be when shadows caused by topographic relief, and/or sun angle will be near minimum. Excessive and deep shadows may be cause for rejection of photography. Sun angle shall not be less than 30 degrees.



Cooper Aerial Surveys Co.

Cost Proposal

1692 W Grant Road
Tucson, Arizona 85745
(520) 884-7580
(520) 623-7952 Fax

October 25, 2012

Digital Photogrammetric Mapping

Cooper Aerial Surveys Co. will utilize digital stereo plotters to perform the photogrammetric approach of collecting the digital terrain modeling (DTM) with full planimetrics. This approach integrates the most efficient hardware and software systems available to accomplish each phase of the mapping process. PC-based VR-1 software will be used in the real-time stereo compilation and in generating contours from the DTM.

In Conclusion

Payment terms are net 30 days upon completion of services. This proposal is valid only for Stanley Consultants, Inc, and must be signed and returned to Cooper Aerial prior to commencement of work. Please sign below to authorize "notice to proceed" and to accept responsibility for payment.

Again, thank you for allowing Cooper Aerial Surveys Co. the opportunity to propose on this project. If you need further information, or have any questions, please do not hesitate to contact me.

Sincerely,

Erica Durso
Project Manager
(520) 884-7580 x106
erica@cooperaerial.com

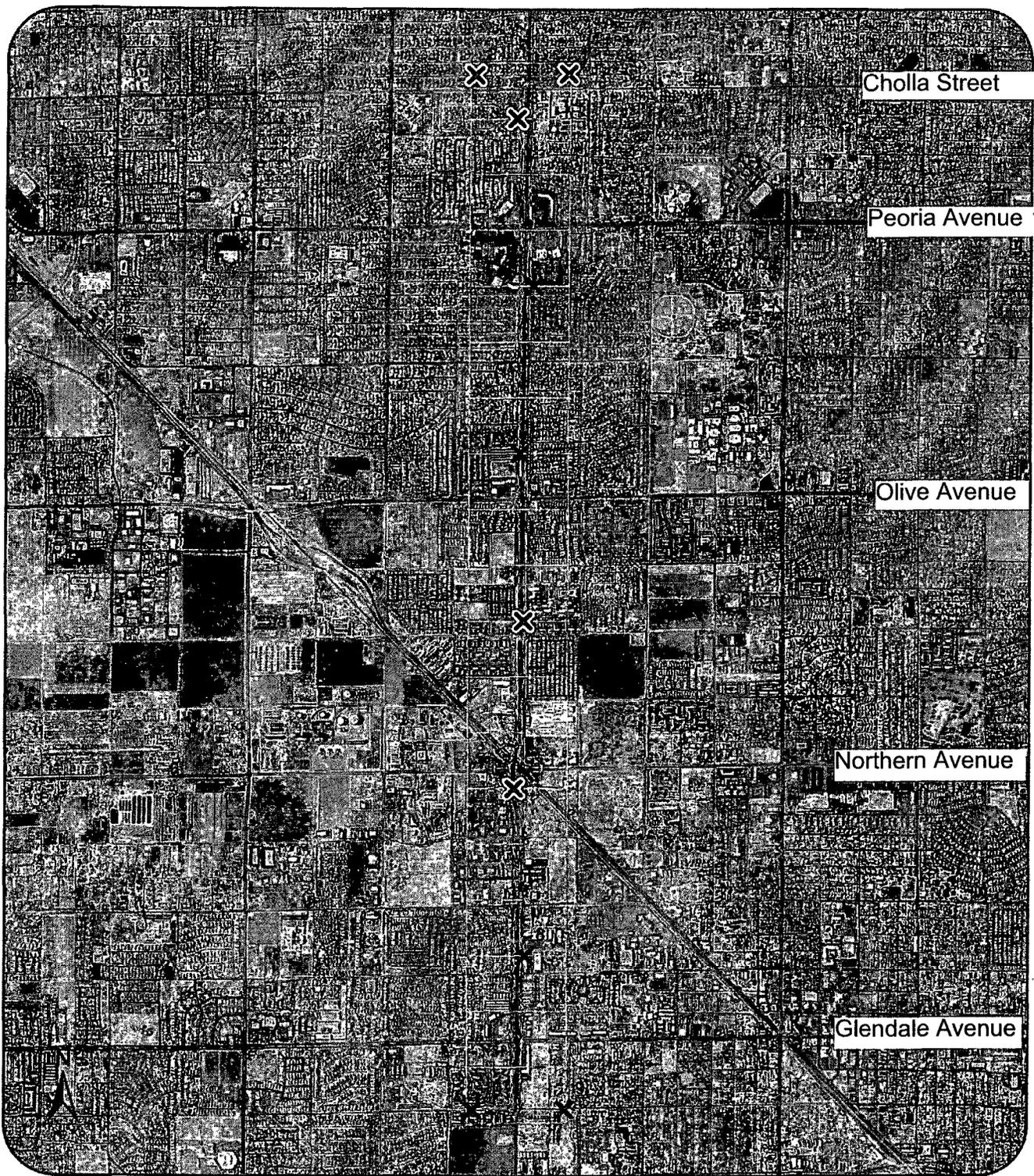
Accepted by: **Stanley Consultants, Inc**

Signature:

Date: 10/25/12

Printed Name: Michael Furdrew

Title: Geomatics Dept Manager



Legend

- X** ABGPS_CONTROL
- MAPPING_LIMITS
- MODELS

Glendale - 67th Avenue ITS



1:3600 1"=40' 1' CI
10 Panels

600 300 0 600 Feet

Map Date. October 24, 2012



EcoPlan Associates, Inc.
Environmental Science & Resource Economics

October 30, 2012

Todd Ligon
Stanley Consultants, Inc.
1661 E. Camelback Road, Suite 400
Phoenix, Arizona 85016

RE: City of Glendale, 67th Avenue ITS
Eco No: 12-01191

Dear Mr. Ligon:

EcoPlan Associates, Inc. is pleased to submit this proposal for environmental services for the above-referenced project.

We have included a detailed scope of work, assumptions and cost estimate in this proposal for your review and approval. We estimate the cost for our services will be \$18,259.00. Invoices will be submitted monthly for work completed to date. Terms for payment are net 30 days.

Please contact me at 480-733-6666, extension 115 if you have any questions. Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "F. Bruce Brown". The signature is written in dark ink and is positioned above the printed name.

F. Bruce Brown
Principal

Enclosures: As noted



EcoPlan Associates, Inc.
Environmental Science & Resource Economics

SCOPE OF WORK

City of Glendale, 67th Avenue ITS Environmental Support EcoPlan Proposal 12-01191

The City of Glendale (City) is planning an Intelligent Transportation System (ITS) project along 67th Avenue, from Myrtle Avenue to Cholla Street, in the city of Glendale, Maricopa County, Arizona. The project will install new conduit, pull fiber cables through existing and new conduit, install closed circuit television cameras, and connect signals to the ITS system.

The project will utilize federal funds and will require environmental approval from the Arizona Department of Transportation (ADOT) Local Government Section. This Scope of Work has been developed to provide technical assistance related to biological resources, hazardous materials, and cultural resources in compliance with ADOT/Federal Highway Administration (FHWA) guidelines for Local Government projects. A brief description of the work to be included in each task follows.

Task 1—Project Management

This task includes overall management of EcoPlan's work, the internal assignment of tasks, quality control, scheduling, and coordination with the project team.

Task 1 Deliverables: None

Task 2—Biology

A qualified EcoPlan biologist will prepare an Urban Project Biological Evaluation (UPBE) form on behalf of the City of Glendale to the standards of ADOT. The UPBE will determine effects on federally-listed species and designated critical habitat in Maricopa County, as required to document compliance with the Endangered Species Act. Existing and available survey/occurrence data will be reviewed and a field investigation will determine the presence of suitable habitat for listed species and birds protected by the Migratory Bird Treaty Act, in the project vicinity. The UPBE will include a description of proposed activity, project location, existing conditions, and ground photographs. The UPBE will also provide a determination of effects of proposed activities on federally-listed species, critical habitat, and migratory birds.

The UPBE will be provided to Stanley for review and approval. It is anticipated that section 7 consultation with the U.S. Fish and Wildlife Service will not be necessary.

EcoPlan will also prepare agency scoping letters to the Arizona Game and Fish Department (AGFD) and the US Fish and Wildlife Service (USFWS) and incorporate the responses in the UPBE.

Task 2 Deliverables: An electronic copy of the Draft and Final UPBE and draft and final agency scoping letters to the AGFD and USFWS.



Task 3—Cultural Resources Coordination

A preliminary review of on-line cultural resource records indicates that some relatively undeveloped portions of the project area have not been surveyed for cultural resources. EcoPlan would conduct a formal records search and a cultural resources field survey. Permit and record fees apply, as noted. To accompany the survey report, EcoPlan would prepare an ADOT Consultation Initiation Form (CIF) and draft Section 106 consultation letters for the client's submission to the ADOT Local Government Section. Because the Salt River Pima-Maricopa Indian Community would be consulted, EcoPlan would also prepare the summary table required by the tribe.

Task 3 Deliverables: Survey Report, CIF, and consultation letters.

Task 4—Hazardous Materials/Preliminary Initial Site Assessment

A hazardous materials investigation will be completed by a hazardous materials specialist. The investigation will include a site visit, an aerial photo review, and a database search of any listed hazardous material incidents by Allands. A Preliminary Initial Site Assessment (PISA) memorandum that documents the scope of analysis and the results will be prepared. Sampling and testing for lead-based paint and asbestos will also be conducted and the results documented in a separate report. The PISA and the lead-based paint and asbestos sampling results will be provided to Stanley for review and approval.

Task 4 Deliverables: An electronic copy of the Draft and Final PISA and Lead-based Paint and Asbestos Report.

Assumptions:

- A UPBE will be adequate for biological clearance.
- The cultural resources survey can be conducted by one archaeologist in one day.
- Only one previously recorded in-use structure, the Santa Fe, Prescott, and Phoenix Railway line (AZ N:3:32 [ASM]), will be found in the Area of Potential Effects (APE). This historic property will not be adversely affected by the proposed work.
- No new cultural resources will be found or recorded.
- No more than 1 acre of survey will be required in areas of the APE that are not paved or formally landscaped.
- Cultural input includes the newly required Salt River Pima-Maricopa table.
- The number of asbestos and lead-based paint samples were estimated by ACS based on information supplied by EcoPlan/Stanley. Current ADOT guidelines require sampling of sidewalks as load-bearing structures in Maricopa County.



Cost Estimate Worksheet

Prepared for: Stanley Consultants, Inc.
 Project Name: City of Glendale - 67th Avenue ITS
 EcoPlan # 12-01191

Task Description	Project Manager	Senior Environmental Planner III	Environmental Planner / Scientist	Senior Biologist	Senior Field Biologist	Cultural Principal Investigator	Cultural Crew Chief	Quality Control Specialist / Editor	GIS Graphics Specialist	Total Hours	Total Costs
Billing Rate	\$142.27	\$110.37	\$66.35	\$96.98	\$72.73	\$136.53	\$61.68	\$96.98	\$75.28		
1. Project Management											
Project Management	2	1	20	0	0	0	0	4	2	29	\$ 2,260.39
Subtotal:	2	1	20	0	0	0	0	4	2	29	\$ 2,260.39
2. Biology											
Biology	0	0	6	8	21	0	0	8	2	45	\$ 3,627.67
Subtotal:	0	0	6	8	21	0	0	8	2	45	\$ 3,627.67
3. Cultural Resources											
Cultural Coordination	0	0	0	0	0	2	2	0	0	4	\$ 396.42
Class I Survey	0	0	0	0	0	0	4	0	4	8	\$ 547.84
Class III Survey	0	0	0	0	0	0	8	0	1	9	\$ 568.72
Report Preparation	0	0	0	0	0	0	30	0	6	36	\$ 2,302.08
Consultation Initiation Form and Consultation Letters	0	0	0	0	0	4	20	0	2	26	\$ 1,930.28
Categorical Exclusion Input	0	0	0	0	0	4	0	0	0	4	\$ 546.12
Project Closeout	0	0	0	0	0	0	4	0	0	4	\$ 246.72
Subtotal:	0	0	0	0	0	10	68	0	13	91	\$ 6,538.18
Total Hours:	2	1	26	8	21	10	68	12	17	165	
Labor Subtotal:											\$ 12,426.24
Direct Expenses											
Mileage	121 miles @ \$0.55 /mile										\$ 66.55
Other Direct Costs at Actual Reasonable Cost:											
Reproduction											\$ 50.00
Arizona State Museum Fees											
ASM Site File Review Fee (5 square miles @ \$35/square mile of search area)											\$ 175.00
ASM Site File Review Copies (10 pages @ \$0.50/page)											\$ 5.00
ASM Survey Registration Fee (1person-day @ \$20/person-day, \$85 min)											\$ 85.00
Outside Services and Consultants											
ACS, Ltd (Task 4 - Hazardous Materials)											\$ 5,451.00
Total Direct Expenses:											\$ 5,832.55
Total Cost:											\$ 18,259.00



Archaeological Consulting Services, Ltd.
Cultural Resource, Environmental Management, and GIS Services
a woman-owned business enterprise, established 1977

424 West Broadway Road
Tempe, AZ 85282-1339
(480) 894-5477 • FAX (480) 894-5478
www.acstempe.com

28 October 2012
ACS Project No. 12-298

Leslie Stafford
Director of Environmental Planning
EcoPlan Associates, Inc.
701 West Southern Avenue, Suite 203
Mesa, AZ 85210

Re: Hazardous Materials Preliminary Initial Site Assessment (PISA) and Asbestos and Lead-based Paint Sampling
Scope of Work and Cost Estimate
City of Glendale – 67th Ave ITS

Dear Ms. Stafford:

Thank you for contacting Archaeological Consulting Services, Ltd. (ACS) regarding the above-referenced project. ACS understands that this project involves the completion of an Arizona Department of Transportation (ADOT) PISA report and an asbestos-containing material (ACM) and lead-based paint (LBP) sampling report for an ITS project on 67th Avenue from Myrtle Avenue to Cholla Street, Glendale, Maricopa County, Arizona.

ACS' scope of work for this project will consist of the following:

- Order and review an environmental database report from an outside vendor (Allands)
- Pre- and post-field activities
- Conduct a site visit that includes ACM and LBP sampling of applicable project components
- Analysis and reporting of ACM and LBP samples by an outside vendor (EMLab)
- Prepare, edit, and submit an ADOT PISA report
- Prepare, edit, and submit an ACM and LBP report
- Project administrative tasks.

ACS' assumptions for this scope and cost estimate are as follows:

- The number of ACM and LBP samples have been estimated by ACS based on information supplied by EcoPlan/Stanley. Current ADOT guidelines require sampling of sidewalks as load-bearing structures in Maricopa County
- A project area map and written project description for ACS' reports will be supplied by EcoPlan.

The estimated cost for the hazardous material assessment and sampling is **\$5,451.00**.

Although ACS has taken every step to insure the accuracy of this scope of work and cost estimate, if site conditions or project parameters are different than anticipated, a cost amendment may be necessary to complete the project.

Ms. Leslie Stafford
28 October 2012
City of Glendale – 67th Ave ITS
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First submittal of the draft reports to EcoPlan could be completed within eight to 10 weeks of notice to proceed (NTP). Final submittal, including necessary reviews, could be completed within 10 to 12 weeks of NTP.

Thank you for allowing ACS to provide EcoPlan with our environmental services. If you have any questions or require additional information regarding this scope and cost estimate, please contact me at your convenience..

Sincerely,

A handwritten signature in black ink, appearing to read "Keith W. Scoular", with a long horizontal flourish extending to the right.

Keith W. Scoular, R.G., C.E.M..
Chief Operating Officer/Senior Environmental Consultant

Client: EcoPlan/Stanley
 Budget Prepared By: AHC
 Budget Reviewed By: KWS 10/28/2012

Hazmat Reports

	<u>Rates</u>			<u>Agency Coord. (State / Tribal)</u>	<u>Order Database</u>	<u>Review Database</u>	<u>Field Prep</u>	<u>GPS Setup / Download</u>	<u>Initial Site Visit</u>	<u>Follow-up File Review</u>	<u>Post Field Tasks</u>	<u>PISA Report</u>	<u>Sampling Report</u>	<u>Map Review</u>	<u>Report Review</u>	<u>Admin. Task Init.</u>		<u>Total</u>
	<u>(2011 - new)</u>	<u>OH</u>	<u>Hours</u>													<u>Cost</u>	<u>Closeout</u>	
DIRECT LABOR																		
Sr Environmental Consultant	\$153.10		5	\$766			1								4			5
Director of Enviro and Safety	\$112.20		7	\$785											3	4		7
Staff Scientist II	\$63.40		40	\$2,536	0.5	2	1	1.5		8	4	3	8	10			2	40
Staff Scientist I	\$52.80		0	\$0														0
Lab Manager	\$68.60		0	\$0														0
GIS Program Manager	\$72.60		0	\$0														0
Spatial Analyst II	\$59.40		0	\$0														0
			52															
Direct Labor Subtotal				\$4,087.00														
DIRECT EXPENSES	<u>Cost</u>	<u>Units</u>																
Copying, report production	\$0.00			\$0.00														
CD production costs	\$0.00			\$0.00														
Hotel	\$0.00			\$0.00														
Per Diem	\$0.00			\$0.00														
Env Database Service	\$800.00	1		\$800.00														
EMLabs Analytical Services	\$564.00	1		\$564.00														
Direct Expenses Total				\$1,364.00														
PROJECT TOTAL				\$5,451.00														

Assumptions:
 1 45 min travel each way
 2 PISA with sampling
 3 likely a LUST to review additional time added
 4 no contract rates, T&M
 5 4S ACM + 18 LHP-66
 6
 7

Estimate



DATE	ESTIMATE #
10/25/2012	574

BILL TO
ACS Attn: 424 W. Broadway Tempe, AZ 85282

ALLANDS
 14947 W. Piccadilly Road
 Goodyear, AZ 85395
 623-535-7800

ITEM	DESCRIPTION	AMOUNT
	12-298; City of Glendale - 67th Ave ITS, AAI/ASTM Database for 67th Ave from Myrtle Ave to Cholla St, ~3.25 miles	800.00
Sharon Elaine Hodges, Owner		Total 800.00



EMLab P&K Main Laboratories

Cherry Hill, NJ: (866) 871-1984; 1936 Olney Ave., Cherry Hill, NJ 08003
 Phoenix, AZ: (800) 651-4802; 1501 West Knudsen Dr., Phoenix, AZ 85027
 San Bruno, CA: (866) 888-6653; 1150 Bayhill Dr., Ste. 100, San Bruno, CA 94066

QUOTATION FOR ANALYTICAL SERVICES					
Date:	October 19, 2012	Quote Description:	Lead/Asbestos		
Contact Person:	Amber Huntoon-Colvin	Telephone:	480-894-5477		
Client:	ACS	Email:	ahuntoon@acstempe.com		
Street Address:	424 W. Broadway Rd	Project Manager:	Shannon Nast		
City, State, Zip:	Tempe, AZ 85282	Regional Account Manager:	Doug Stein		
Project Name:	City of Glendale- 67th Ave ITS	Project Number:	12-298		
Requested Parameters	Method	Sample	TAT	QTY	Unit Price
PLM Asbestos	EPA 600/R-93/116	Bulk	2-3 Days	48	\$8.00
Lead Based Paint	EPA 6010	Paint Chips	5 Day	18	\$10.00
				PLM Total	\$384.00
				Lead Total	\$180.00
				Total Cost	\$564.00
Summary of Services					
Turnaround Time:	As determined above		Sample Shipment:	Free Inbound Shipping	
Sample Arrival Date:	To be determined		Expiration Date:	N/A	
Analytical Results:	Turnaround time for results begin from the time of sample receipt. Standard and customized electronic deliverables are available. For a full list of analyses available, and standard pricing, please refer to the Comprehensive Price List				
Scope of Work:	This proposal addresses analytical services requested of our laboratories. Pricing and services presented here are subject to review to verify client satisfaction and pricing alignment with client needs.				
RUSH Analyses:	Rush Analysis is available at a premium price. Please refer above for Rush pricing.				
Services:	ACS will have a dedicated project manager to oversee every project from start to finish. EMLab P&K will provide complimentary pre-paid FedEx shipping labels and chain-of-custody forms for all samples sent to our laboratories for analysis. Specialized rental equipment is available upon request.				
Payment Terms:	Net payment terms are available as well as Credit Card payments. Net payment terms are 30 days from date of invoice. All discounts are void if payment is not received by EMLab P&K Laboratories within that period.				
Signature:	Please sign and date quote to verify agreement of terms and prices. Please fax to (800) 444-8156.				
	Signature _____		Date _____		

Sincerely,

Douglas Stein- Senior Account Executive

dstein@emlabpk.com

Phone: 512-502-5263

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.