CITY CLERK
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C-8882
04/22/2014

PROFESSIONAL SERVICES AGREEMENT

Deer Valley Road Waterline Improvements
City Project Number 121328

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Wilson Engineers, LLC, an Arizona limited liability company, ("Consultant") as of the 24th day of April, 20 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $185,732 as specifically detailed in **Exhibit D** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

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

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

6. Termination.

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

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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 $1,000,000 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 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. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Stephen Todd
Wilson Engineers, LLC
9633 South 48th St, Suite 290
Phoenix, Arizona 85044

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

City of Glendale
c/o Bill Passmore
Principal Engineer
5850 West Glendale Avenue, 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.

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

12. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

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

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. Term. The term of this Agreement commences upon the Effective Date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year. 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 Agreement period. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

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

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

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Wilson Engineers, LLC,
an Arizona limited liability company

By: Stephen Todd
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
City of Glendale
Deer Valley Road Waterline Improvements
City Project Number 121328

PROJECT

DESCRIPTION OF PROJECT:

The Hillcrest Ranch Booster Pump Station (HRBPS) serves to pump water from the City's Water Zone 2 to Water Zone 3 in the event the Pyramid Peak WTP cannot meet the required water demands. The purpose of this project is to modify the waterline distribution system to improve the ability of the HRBPS to better serve Zone 3. To do this a new 36-inch waterline needs to be installed in 67th Avenue through the intersection at Deer Valley Road. The proposed waterline is approximately 400 L.F. and requires tie-ins to existing 24-inch and 36-inch concrete lined steel cylinder pipe.

The City is also requesting that additional distribution system modeling and evaluations be performed to look at different scenarios to supply water to Zone 3 in the event that the Pyramid Peak WTP is off-line. Black and Veatch will be retained as a sub-consultant to perform these services.

The following summarizes the major components of this project:

- Design modifications to existing Zone split valve configurations per attached figure.
- Design new 36" pipeline in Deer Valley Road at 67th Avenue per attached figures.
- Perform additional distribution system modeling and evaluations.

A Construction Manager at Risk (CMAR) will be utilized for this project, in which the contractor would manage all estimating and scheduling as part of their pre-construction services.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

Exhibit B
City of Glendale
Deer Valley Road Waterline Improvements
City Project Number 121328

SCOPE FOR ENGINEERING SERVICES

This Exhibit describes the scope of services and the responsibilities of the Engineer in connection with the design requirements and preparation of a complete set of construction documents for the Deer Valley Road Waterline Modifications Project.

The Engineer will perform those engineering services required to prepare a set of construction documents which address the specific project objectives identified below.

Specific Project Objectives:

The purpose of this project is to implement distribution system piping modifications to improve the ability of the HRBPS to serve Zone 3.

The City is also requesting that additional distribution system modeling and evaluations be performed to look at different scenarios to supply water to Zone 3 in the event that the Pyramid Peak WTP is off-line. Black and Veatch will be retained as a sub-consultant to perform these services.

The following summarizes the major components of this project:

- Design modifications to existing Zone split valve configurations per attached figures.
- Design new 36" pipeline in Deer Valley Road at 67th Avenue per attached figures.
- Perform additional distribution system modeling and evaluations

The City is also requesting that additional distribution system modeling and evaluations be performed to look at different scenarios to supply water to Zone 3 in the event that the Pyramid Peak WTP is off-line. Black and Veatch will be retained as a sub-consultant to perform these services.

Task Series 100 – Project Management Services During Design

Task 101 - Manage Sub-Consultants

The Engineer will select and secure services of those firms providing specific or specialized design services for the Project as accepted by the City in the Engineer's fee proposal. The Engineer will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets Project requirements. The Engineer will coordinate and incorporate the drawings and specifications that are prepared by the sub-consultant(s) into the Project construction documents.

Task 102 - Conduct Meetings

The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Monthly progress meetings with City management staff;
- Scheduled review meetings/workshops with City engineering and operations staff;

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting and workshop.

Task 103 – Project Schedule

The Consultant shall prepare a significant event calendar within fourteen (14) days of the Notice to Proceed (NTP). The initial schedule should show the original start date with initial completion date as a reference. One copy of the original overall schedule with original time line and data dates shall be submitted at the project kick-off meeting. Additionally, minimum general time frames for project milestones shall be provided. The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The updated schedule report shall be submitted with the monthly invoice.

Task 104 - Invoices

The Consultant shall submit a projection of monthly project billings with the fee proposal. The projected billings will be consistent with the project tasks, the project schedule, and the fee proposal. The City will provide the format for invoices. Projected invoices, with progress and status reports will be delivered to the City's Project Manager no later than the 25th day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined by the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks.

Task 105 - Cash Flow

The quarterly cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. Non-response to this requirement could delay payments to the Consultant.

The Consultant will collect or estimate the cash flow information from all the parties involved with the project (e.g., design consultants, engineers, construction contractors, etc.) and will combine this information using the Excel four (4) page workbook provided to the Consultant by the city. The Consultant will need to obtain the cash flow information from the Contractor and coordinate this information into the overall cash flow information after the construction contract is awarded. The Consultant will complete the applicable four (4)-page worksheet and send it electronically to Gloria Olaya (golaya@glendaleaz.com)) with the Engineering Department. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

Task Series 200 - Preliminary Design Services

Task 201 - Prepare Preliminary Design (30%)

The Engineer will prepare a Preliminary Design (30%) Plan Set. These drawings are used to convey information about the Project's overall approach and configuration to the City and other Project stakeholders. These drawings are not intended for construction.

Task 202 - Prepare an Opinion of Probable Cost for Construction

The Engineer will prepare an opinion of construction cost from the 30% drawings and other preliminary design information. Quantities that can be approximated from schematic drawings and standard specifications will be used to develop costs. The purpose is to have sufficient information to develop a budget that will meet the needs of the Project.

Task Series 300 - Permit, Regulatory and Safety Considerations

Task 301 – Maricopa County Department of Environmental Services (MCDES)

The Engineer will prepare and submit a completed application for "Approval to Construct" certificate including final drawings and specifications to MCDES for their approval. It is important that MCDES issue the "Approval to Construct" certificate prior to the start of construction.

Task Series 400 - Design Development

Task 401 - Ninety Percent (90%) Progress Submittal

Drawings and details in all disciplines should be complete. Specifications should be essentially complete. Design calculations in all disciplines shall be essentially complete and checked. Comments on design, drawings and specifications from previous reviews must have appropriate responses before the 90% progress submittal is submitted.

Task 402 - Final (100%) Submittal

Drawings and specifications should be complete and accepted by the City. All construction documents should be complete and ready for construction pricing of the work.

Task 403 – Opinions of Construction Cost

The Engineer will prepare an opinion of probable construction cost at the 30% and 90% Progress Submittals. Appropriate amounts for contingency and inflation should be included in the opinion of construction cost to reflect anticipated conditions at the time of construction.

Task Series 500 – CMAR Coordination Assistance

Task 501 – Coordination Meetings with CMAR

The Engineer will coordinate with the CMAR contractor to review the project goals, the required improvements, and alternative construction approaches to implement the required improvements.

Task Series 600 – Construction Administration Services

Task 601 – Preconstruction Conference

Conduct a preconstruction conference with the Contractor, the City and other interested parties prior to issuance of the Notice to Proceed. The Consultant will be required to notify all interested parties and affected utilities of the date and time of the preconstruction conference to be held at City Hall. In addition to conducting the meeting, the Consultant will take minutes and issue them to all attendees.

Task 602 – Quality Acceptance

The Consultant shall provide quality acceptance services to perform inspection and acceptance testing for all items of work required by the contract documents. The Consultant shall monitor construction for compliance with the project plans and specifications.

The Consultant shall provide an on-site representative to observe construction activities. The on-site representative shall be available for a minimum of 30 percent of the contract construction period. The on-site representative shall visit the project site during the course of critical construction activities, but not less than two times per week, depending on the status of work per the Contractor's construction schedule.

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

The on-site representative shall be a full-time employee, shall have a minimum of five years experience in the engineering and/or construction profession, and shall have had prior quality acceptance experience on a project of comparable size and scope. The on-site representative must be approved by the City.

The Consultant shall identify and coordinate with the Contractor all required acceptance material tests require by the City, project specifications and consistent with MAG and the UBC. The contractor shall schedule and coordinate all required tests and provide all necessary source sampling and factory acceptance tests, results and inspection information to the Consultant for review and comment. It shall be the Consultant's responsibility to provide any additional control assurance tests necessary to verify Contractor's compliance with the project plans and specifications.

Task 603 – Construction Schedule Review

The Consultant shall review all updated schedules and approve prior to issuance of monthly progress payments to the Contractor. The Consultant shall initiate any required correspondence necessary to assure the Contractor remains on schedule.

Task 604 – Coordination of Submittal Reviews

The Consultant shall review the contract documents, prepare a list of all required submittals, and provide the schedule to the Contractor. The Consultant shall maintain a submittal log and coordinate all reviews and any necessary resubmittals.

Task 605 – Shop Drawing Review

The Consultant shall review and approve all shop drawings. The Consultant will advise the Contractor before the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Consultant.

Task 606 – Conduct Project Meetings

The consultant shall conduct the project meetings, prepare an agenda and minutes for the meeting and distribute to all attendees.

Task 607 – Payments

Review the Contractor's initial and updated schedule of estimated monthly payments and advise the City as to acceptability. Review the Contractor's monthly payment requests, and forward to the City for final approval and processing. The Consultant's review shall be for the purpose of making an independent opinion of work completed and mathematical check of the Contractor's payment request. Consultant is responsible for verifying the quantities of work which are the basis of the payment requests. The final monthly pay requests will be approved and processed by the City.

Task 608 – Requests for Information

Interpret construction contract documents and respond when requested by the City or Contractor.

Task 609 – Change Order Requests

The Consultant shall review and make recommendations on all change order requests from the Contractor. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. No change order shall be implemented without the prior approval of the City.

Task 610 – Materials Testing

Materials testing will be the responsibility of the contractor. However, the Consultant shall evaluate and report on tests and test analyses for materials, including concrete, pipe, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and good construction practices.

Task 611 – Substantial Completion

Upon substantial completion, inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City and the Contractor.

Task 612 – Final Inspection and Payment

The Consultant will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection. Subsequent inspections should be anticipated in order to insure completion of all identified deficient items.

Task 613 – Project Closeout

The Consultant will compile a list of required final submittals, including, but not necessarily limited to: record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Consultant shall review the project closeout documents for final approval.

- As-Built Drawings: The Consultant shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work.

- Also, submit the final record drawings on computer disk in the appropriate format of ACAD (version 2008 preferred) and in pdf format with seal and signature of engineer of record.

Task Series 650 – Pressure Zone Analyses

Black & Veatch is a subconsultant to Wilson Engineers for this work. This study is to implement modifications to the distribution system to increase reliability to the Zone 3 Water Service area.

Black & Veatch recently completed the Zone 3 Water Supply Improvements Study which evaluated options for supplying water to Zone 3 in the event the Pyramid Peak Water Treatment Plant is off-line or at reduced capacity. The findings of the study recommended that the City of Glendale utilize the existing Hillcrest Ranch Booster Pump Station (HRBS) to supply water from Zone 2 to Zone 3 during a PPWTP outage. In order to utilize the HRBS to supply Zone 3 demand it is necessary to increase the Zone 2 operational deliveries from Cholla WTP which results in increased system pressures in the southeastern portion of Zone 2.

The purpose of this study is to evaluate the City's current pressure zone configuration and operation and recommend distribution system improvements to bring specific areas of concern into compliance with City of Glendale and UPC guidelines (minimum pressure greater than 40 psi and maximum pressure below 80 psi) under varying operating conditions as define in the Zone 3 supply reliability (TM103) and up to three additional (four total) operating scenarios.

Task 651 - Kickoff Meeting and Current System Operation Review Meeting

Black & Veatch Project Manager and Project Engineer will attend the project kick off meeting, and will provide agenda items for the meeting and any required handouts related to the work described herein.

Subsequent to the Kickoff meeting Black & Veatch will conduct a meeting with City of Glendale Staff to review current pressure zone operations, identify and prioritize current operational difficulties, inadequate levels of service or other areas of concern requiring evaluation and improvement. An agenda will be prepared and distributed prior to the meeting. Black & Veatch will provide meeting handouts and a summary of the main action items, discussion summary and decisions following the meeting.

Task 652 - Existing Pressure Zone Operations Evaluation

Using the current hydraulic model Black & Veatch will characterize and evaluate operation in each of the four (4) pressures zone to identify operational difficulties, inadequate level of service or other areas of concern requiring improvement. This task will address items identified in the Zone 3 Hydraulic Analysis Report and up to three other additional issues identified through discussions with the City of Glendale Staff at the Current System Operational Review Meeting.

A total of up to four hydraulic model scenarios will be developed and executed as part of this Task. Prior to beginning work on this task, Black & Veatch will coordinate with City Staff to define the four scenarios that will be evaluated.

Black & Veatch will conduct a review meeting with the City to review the Task 652 findings. Preliminary improvements needed to improve specific operational issues and areas of concern will be identified for further discussion. An agenda will be prepared and distributed prior to the meeting. We will provide meeting handouts and a summary of the main action items, discussion summary and decisions following the meeting.

Task 653 - Development of Pressure Zone Improvements

Based on the outcome of the Task 652 review meeting Black & Veatch will evaluate the alternative operational water system improvements selected using the four Task 652 model scenarios. Improvement schematics will be prepared. Preliminary budgetary level costs for the recommended improvements will be estimated (exclusive of any ROW acquisition). The budgetary costs will be to Class 4 (Low -15% to -30%, and high +20% to +50%) as defined by the Association for the Advancement of Cost Estimators, Inc. (AACEI)

Task 654 - Transient Analyses

Any event which causes a change in flow conditions is a potential source of surge. Typical events include pump start-up, pump stoppage and valve operation. Generally, the greater and more rapid the change in flow condition, the more serious the potential surge problem. City Staff has indicated that surge events are occurring in Zone 3 near the Zone 3 and Zone 2 boundary which is likely due to a sudden valve closure at the Zone 2 / 3 split or a large customer that is suddenly turning on or off one of their supplemental booster pump stations. It is assumed that City staff will provide Black & Veatch with pressure monitoring data that has been conducted as a result of the recent pressure fluctuations observed in Zone 3.

Black & Veatch will review historic billing data, to be provided by the City and will work with City Staff to identify the two largest customers located within the area of influence with large service connections and supplemental booster pump stations. Black & Veatch will develop a skeletonized hydraulic transient model that will include the Pyramid Peak Reservoir and the Zone 2 / Zone 3 Flow split and pipelines to the two identified large customers. Black & Veatch together with the City will request booster station information from these two identified large customers for use in the model.

The transient analysis will identify surge pressures developing in the identified area of Zone 3 and compare the calculated conditions to the pipelines and pressure capacity. Up to four transient scenarios will be considered. These scenarios will be discussed and reviewed with the City.

Should any unacceptable surge condition be identified by the model simulations (high or low pressures, rapid pressure changes, unacceptable air entry, etc.), surge alleviation alternatives will be investigated.

Should the installation of new surge suppression equipment be required, discussions with the City will establish the preferred alternative.

Information to be provided by the City:

- Pressure monitoring data that has been conducted as a result of the recent pressure surges in the Zone 2 and Zone 3 boundary area.
- Historic billing data in the Zone 2 and Zone 3 boundary area along with identification of customers with large service connections and booster pump station
- Contact names and phone numbers for the identified two largest customers.

Deliverables from Black & Veatch:

- Draft and Final Technical Memorandums summarizing modeling results and recommendations from Tasks 652, 653, and 654.
- Meeting agendas, handouts and brief meeting summaries

Task Series 700 – Allowances

Task 701 – Geotechnical Services

The Engineer will provide, through a qualified consultant, the necessary soil borings and soil investigations to analyze conditions present in the area where the proposed Project will be physically located and as required to support the design of the proposed facilities. Any geotechnical information in the City's records for the Project site will be made available to the Engineer.

Task 702 – Survey Services

The Engineer will provide survey services as required to support the field investigation and design of the proposed facility. These services may be provided through a qualified consultant. Survey services will include verification of horizontal and vertical control on existing structures and pipelines. Any survey information in the City's records for the Project site will be made available to the Engineer.

END OF DOCUMENT

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

Exhibit C
City of Glendale
Deer Valley Road Waterline Improvements
City Project Number 121328

PROJECT SCHEDULE

Activity	Duration
Design/Permitting Completion	
Survey and 30% Design	35
Glendale Review of 30% Design	21
Prepare 90% Plans	21
Glendale and MCESD Permit Review	28
Prepare Review 2nd Submittal	14
Glendale and MCESD Permit Review	21
Final Approved Plans	0
Total Design Time	140

Construction schedule will be determined by the Construction Manager at Risk contractor.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

See Attached.

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 $185,732.00.

DETAILED PROJECT COMPENSATION

See Attached.

EXHIBIT D
City of Glendale
Deer Valley Road Waterline Improvements
City Project Number 121328

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Wilson Engineers for full completion of all work required by the Project during the entire term of the Project must not exceed $185,732.00.

DETAILED PROJECT COMPENSION

TASK	TASK HOURS	COST
Task 100 - Project Management	82	$ 10,945.00
Task 200 - Preliminary Design	126	$ 12,930.00
Task 300 - Permit, regulatory and Safety	13	$ 1,535.00
Task 400 - Design Development	286	$ 30,410.00
Task 500 - CMAR Coordination	16	$ 2,100.00
Task 600 - Construction Administration	367	$ 42,565.00
Task 650 - Pressure Zone Analyses (Black & Veatch)	318	$ 56,24700
Task 700 – Allowances (Geotechnical & Survey)	NA	$ 5,000.00
Consultant's Reimbursable Expenses	NA	$ 4,000.00
Owner's Contingency	NA	$ 20,000.00
TOTAL PROJECT COST:		**$185,732.00**

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.