

PROFESSIONAL SERVICES AGREEMENT
General Engineering Consultant Services
Glendale Onboard Transportation Program

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering, a corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 10 day of June, 20 14 ("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 engineering 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 Subconsultants.

- 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. Subconsultants.

- (1) Consultant may engage specific technical contractors (each a "Subconsultant") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subconsultants must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subconsultants 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 agrees 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 agrees to indemnify, hold harmless, and, at City's option, 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 use 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 Nine Hundred Ninety-Five Thousand Dollars and No Cents (\$995,000) 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 may be one calendar month ending on the last day of the month, or, in Consultant's discretion based on its internal account records, and with City's concurrence, the period covered by any Payment Application may be approximately one calendar 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
- 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 (at City's option) 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 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 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:

Kent Dibble
President
Dibble Engineering
7500 North Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020

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

City of Glendale
c/o Debbie Albert
6210 West Myrtle Avenue, Suite 112
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 two-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement for two years. City and Consultant may not exercise such option to extend the Agreement more than twice. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
- 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 C1,2	Schedule
Exhibit D1,2,3	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



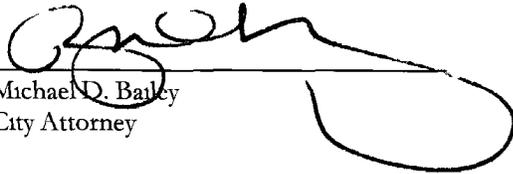
By: Brenda S. Fischer, ICMA-CM
Its: City Manager

ATTEST



Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM.



Michael D. Bailey
City Attorney

Dibble & Associates Consulting Engineers, Inc.,
dba Dibble Engineering, an Arizona
Corporation



By: Kent M. Dibble
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

PROJECT DESCRIPTION

Dibble Engineering, the General Engineering Consultant (GEC) will provide general engineering services needed to implement the Glendale Onboard (GO) Transportation Program including planning, coordination, public involvement, design concept reports, review of final design plans completed by other consultants, right-of-way acquisition and relocation services, environmental site assessments, financial planning, and site designs relating to right-of-way. These services are planned to begin on July 1, 2014 and terminate June 30, 2016.

The purpose of the GO Transportation Program is to relieve congestion and accommodate future multi-modal traffic needs as identified in the Glendale Transportation Plan. An integral part of these transportation improvements is the City's desire to enhance the aesthetics of the transportation corridors. The GEC will serve as an extension of the City staff and represent the City while interacting with Glendale citizens, business owners, agencies, and stakeholders.

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EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

SCOPE OF WORK

General Engineering Consultant Services
for
Glendale Onboard Transportation Program
FY2014-2016

Prepared for

City of Glendale

Transportation Services

MAY 14, 2014

TABLE OF CONTENTS

	Page
BASIC SERVICES	
TASK 1: PLANNING AND COORDINATION	1
1.1 Communication and Program Support	1
1.2 Cost/Schedule/Quality Control/Monthly Reports/Invoicing.....	2
1.3 Public Involvement.....	2
1.4 Records and Payments.....	4
TASK 2: FINANCIAL ANALYSIS AND COST ESTIMATING.....	4
2.1 Financial Analysis.....	4
2.2 Cost Estimating/Funding Applications for New Projects.....	4
2.3 Operation and Maintenance Expenses	5
TASK 3: DESIGN CONCEPTS, PRELIMINARY DESIGN AND PROJECT EVALUATIONS .	5
3.1 Streets	5
3.2 Bicycle/Pedestrian Facilities.....	6
3.3 Ongoing Projects.....	6
3.4 Transit.....	7
3.5 Plan Updates.....	7
3.6 General Plan Review.....	7
TASK 4: NORTHERN PARKWAY.....	7
4.1 Review of Design Plans.....	7
4.2 Right-of-Way Coordination.....	8
4.3 Financial Contribution Documentation and Analysis	8
4.4 Analysis of O&M Responsibilities	9
TASK 5: GRAND AVENUE	9
5.1 Grand Avenue follow-up to ADOT Project.....	9
5.2 Coordination with MAG on Future Grand Avenue efforts	10
5.3 MAG Guide Sign Package	10
5.4 MAG Bus Rapid Transit Study	10
TASK 6: RIGHT-OF-WAY SERVICES.....	10
6.1 Right-of-Way Acquisition	10

SUPPLEMENTAL SERVICES.....	11
TASK 7: PLANNING AND COORDINATION (SUPPLEMENTAL)	11
7.1 Transportation Planning.....	11
7.2 Program support	12
TASK 8: FINANCIAL ANALYSIS AND COST ESTIMATING (SUPPLEMENTAL)	12
8.1 Developer Impact Fees.....	12
TASK 9: DESIGN CONCEPTS, PRELIMINARY DESIGNS AND PROJECT EVALUATION (SUPPLEMENTAL)	13
9.1 Streets	13
9.2 Bicycles/Pedestrian Facilities	13
9.3 Transit.....	13
9.4 Plan Updates	14
TASK 10: NORTHTERN PARKWAY (SUPPLEMENTAL)	14
10.1 Review of Design Plans	14
10.2 Cable Barrier Project	14
TASK 11: RIGHT-OF-WAY SERVICES (SUPPLEMENTAL)	14
11.1 Right-of-Way Acquisition	14
11.2 Relocations.....	15
TASK 12: ENVIRONMENTAL SERVICES (SUPPLEMENTAL)	16
12.1 Environmental Site Assessments	16

INTRODUCTION

The scope of this work is for a two year contract to provide general engineering consultant services for the City of Glendale. Dibble Engineering will be the prime consultant providing support to the Glendale Onboard Transportation Program. Dibble engineering will be assisted by the following sub-consultants: Elliot D. Pollack, Logan Simpson Design, MakPro, and Tierra Right of Way. Services to be provided as described in the scope of work are divided into basic services and supplemental services. While both basic services and supplemental services are included in the contract, supplemental services would be provided on an as-need basis when authorized in writing by the City's Project Manager. Basic services are divided into several tasks including GO Transportation Program Planning and Coordination, Financial Analysis and Cost Estimating, Design Concepts and Preliminary Design, Northern Parkway, Grand Avenue, and Right-of-way Services. Supplemental services include additional Planning and Coordination, additional Financial Analysis and Cost Estimating, Design Concept Reports, Northern Parkway, Right-of-way Services, and Environmental Services.

BASIC SERVICES

TASK I: PLANNING AND COORDINATION

1.1 Communication and Program Support

This task includes ongoing communication and coordination with City staff and others throughout the Glendale Onboard Transportation Program in order to receive input and direction, answer questions, report on progress, attend meetings, and other related activities that are necessary for effective ongoing communication and coordination. It also includes communication and coordination with other interested individuals or organizations including other City departments, outside agencies, property owners, business owners, design engineers, contractors, utility providers, and others. This task includes weekly coordination meetings with the City Project

Manager, the Dibble Project Manager, and other Dibble or City staff as necessary. Support services for these meetings such as graphic display board preparation, PowerPoint development, and preparation of meeting agendas and summaries are included in this task. In addition, this task includes attendance and presentations as requested at three of the monthly meetings per year of the Citizens Transportation Oversight Commission (CTOC). This task will involve the services of Dibble Project Manager and other key Dibble staff depending on the nature of the planning and coordination issues.

1.2 Cost/Schedule/Quality Control/Monthly Reports/Invoicing

In order to effectively monitor the progress of assigned projects, annual cost estimates will be performed on each of the assigned projects. Schedules of assigned projects will be prepared, closely monitored and updated to help ensure scheduled completion of these projects.

Review and checking of all deliverables is also included in this task. Both detail checking and scope/reasonableness checks will occur. Quality reviews will be performed by senior Dibble personnel as well as Dibble's Quality Assurance/Quality Control Manager.

1.3 Public Involvement

A four-page, color Annual GO Newsletter based on information in the GO Transportation Program Annual Report will be prepared by Dibble. The goal of the newsletter is to inform the public of activities on the GO program and encourage public participation. The newsletter format and content will be similar to past newsletters.

Dibble will produce and distribute the four-page color brochure to City staff, CTOC members, elected officials, and to the public during community events such as the annual Glendale Family Bike Ride. It is assumed that the annual color brochure will be prepared twice during the two-year period of this Contract.

During the next two years of the GO Program, projects within the program will be at various stages of completion. The public involvement program is designed to provide ongoing information and status reports on the progress of the overall program and individual projects.

The public meeting process will include a combination of the following meetings:

- Two citywide Public Open House meetings. These meetings are anticipated to occur in the spring of 2015 and 2016.
- Two Glendale Family Bike Rides, which includes a booth with GO Program information. These events are anticipated to occur in the spring of 2015 and 2016.
- Occasional public exhibits for conferences or special events. (2 events per year)

For the Public Open House, and for selected public meetings, Dibble will be responsible for organizing or developing display boards, PowerPoint presentations, etc. Dibble will work with City staff to determine which display boards to use and layout stations at the meetings. Dibble will produce or gather informational handouts, comment sheets, provide refreshments at the open house meeting, and prepare nametags for City staff. Dibble will prepare a written meeting summary and present the summary at a CTOC meeting if requested.

For the Family Bike Ride, Dibble will work with City staff to develop public informational materials as requested by the City and will provide staffing on the day of the Family Bike Ride.

For the occasional public exhibits, Dibble will provide display boards and handouts as required by City staff. MakPro will assist with these services as a sub-consultant to Dibble.

1.4 Records and Payments

Dibble will maintain records for assigned activities. Monthly reports summarizing the accomplishments and the work completed will accompany each invoice to the City. The monthly invoice will be an itemized list of all expenditures and activities by the Dibble team. The work completed will be compared to the budget spent to determine if course corrections are necessary to keep the project within budget.

TASK 2: FINANCIAL ANALYSIS AND COST ESTIMATING

2.1 Financial Analysis

Under this task, Dibble will provide financial services on an as-needed basis over the period of the contract in support of the GO Program. Such services may include, but not be limited to: preparation of revisions and updates to the program's *Financial Update – Financial Factors and Projections* located in Appendix B of the *Annual Program of Projects* report, review and revise various revenue and funding projections, update forecasts to inflation rates and debt financing costs (interest rates, bonding costs, etc.), bonding strategies, and cash flow analysis of program income and expenditures. In addition, sales tax projections based on the new MAG socio-economic projections and trends will be updated. Project costs in the City of Glendale financial model are to be adjusted as necessary to maintain balanced long range program as required in order to keep the commitment made to the voters of the 2001 election. In addition, this task will contain an annual financial presentation to the CTOC committee. Elliott D. Pollack and Company will assist with these services as a sub-consultant to Dibble.

2.2 Cost Estimating/Funding Applications for New Projects

A significant portion of the GO program is anticipated to be funded through federal funding sources. Under this task, Dibble will explore new federal funding sources for identified Program projects. When new funding sources are identified, Dibble will pursue these funds as directed by the City through the preparation of grant applications and

coordination with the County, State and Federal officials responsible for funding allocation. Safety projects are one area in particular that will be explored for grant funding. Dibble will research available safety funding sources, and with City concurrence, prepare up to three grant applications per year.

2.3 Operation and Maintenance Expenses

Operation and Maintenance (O & M) costs for the life of transportation facilities are a significant part of the overall program. This task will include a comprehensive review of program O&M costs once during the 2-year contract. This comprehensive review will use past O & M costs as a basis to project future O & M costs, adjusting these costs for inflation and any identified additional costs. The result of this task will be a 25-year projection of program O & M costs. This effort will be documented and presented for use in the annual budgeting process. This will also include providing cost estimates of O & M for new projects. Dibble will prepare up to four (4) cost estimates of O & M for new projects per year.

TASK 3: DESIGN CONCEPTS, PRELIMINARY DESIGNS, AND PROJECT EVALUATION

3.1 Streets

Design Concept Reports (DCR) will be prepared for up to two (2) traffic engineering projects as identified by Glendale Transportation staff. The DCRs will include concept plans, cost estimates and recommendations. The concept plan for the recommended alternative will be developed using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. A draft report will be submitted for review and comment prior to the preparation of the final report.

3.2 Bicycle/Pedestrian Facilities

A prioritized list of the top ten needs for multiuse facilities has been previously developed. This task will update this prioritized list using current information and current City and public needs. This task will involve preparing Design Concept Reports (DCR) for up to two (2) bicycle and pedestrian projects as identified by Glendale Transportation staff. The DCRs will include concept plans, cost estimates and recommendations. The concept plan for the recommended alternative will be developed using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. A draft report will be submitted for review and comment prior to the preparation of the final report.

Dibble will prepare and submit up to four (4) applications for federal funds for bicycle/pedestrian projects based on projects selected by City staff.

3.3 Ongoing Projects

This task will include the oversight and coordination of several ongoing projects that are going through ADOT's Local Public Agency (LPA) review process. These projects will require coordination with the ADOT LPA staff to ensure the projects remain on schedule.

The task includes;

- Three (3) federally funded bicycle projects with ADOT responsible for both design and construction
- Three (3) federally funded ITS projects with the City responsible for design and ADOT responsible for construction.
- One (1) intersection safety project located at 59th Avenue and Olive Avenue, with ADOT responsible for both design and construction.

Another significant effort in this task will be the review and coordination with City staff on the access needs at Northern Avenue and the SR 303 Loop. Developing alternatives and presentation materials, as well as assisting the City, as needed is also included.

3.4 Transit

Valley Metro Rail (VMR) is currently working through the West Phoenix/Central Glendale High Capacity Transit Corridor study that has the goal of establishing light rail in Glendale. This task includes the review of alternative alignment and engineering documents, working with City staff in developing comments on these documents and coordinating with VMR to present Glendale's comments.

3.5 Plan Updates

This task includes review and commenting on the 2015 Glendale Transportation Plan Update and the MAG Regional Transportation Plan. Dibble will review these plans as they are developed and work with City staff to incorporate revisions into the plan.

3.6 General Plan Review

This task includes review and commenting on the Glendale General Plan Update. Dibble will review and provide comments on the plan update as requested by City Staff. Dibble may also assist the City by preparing graphics and materials concerning the General Plan.

TASK 4: NORTHERN PARKWAY

4.1 Review of Design Plans

In November of 2001 the Glendale voters passed a half-cent sales tax to fund a variety of transportation projects throughout the City including Northern Parkway, and in November 2004 voters of Maricopa County passed Proposition 400 which included Northern Parkway as part of the Regional Transportation Plan (RTP). An Intergovernmental Agreement (IGA) signed in 2008 by the Northern Parkway partner

agencies (Glendale, Maricopa County, Peoria and El Mirage) stipulates funding shares and designates Maricopa County Department of Transportation (MCDOT) as the lead agency for final design and construction. Seventy percent of the project cost is funded from regional sources (MAG Surface Transportation Program) and Glendale is committed to fund 12% of the project cost. Dibble will assist the City of Glendale in monitoring design and construction, use of Glendale matching funds, and review final design plans to ensure the needs of Glendale are met with this multi-agency project.

MCDOT as the lead agency for Northern Parkway has recently begun the design of Phase II from Dysart Road to 111th Avenue. In this task, Dibble will review construction plans as they are completed and provide comments and suggestions to MCDOT based upon the City needs and requirements.

Dibble will coordinate with MCDOT and assist the City as needed at design coordination meetings with the project stakeholders. Dibble will review the plans and details of the traffic signal removal at 111th and 107th Avenues. Graphics for presentation and public meetings will also be provided as requested by City staff.

4.2 Right-of-Way Coordination

The Northern Parkway IGA requires each partner agency to acquire right-of-way within their jurisdiction. As development activity within the City of Glendale is identified, Glendale may need to acquire the right-of-way as needed for Northern Parkway construction. This task would be the identification and coordination of acquisition with the Maricopa County Department of Transportation.

4.3 Financial Contribution Documentation and Analysis

In order to recognize Glendale expenditures for matching funds, Dibble will document Glendale expenditures for Northern Parkway for Fiscal Years 2015 and 2016. Dibble will

prepare binders that include invoices for Glendale cash match contributions, invoices for Northern Parkway work and right-of-way acquisition documents and files that meet FHWA requirements. All expenditures will be separated by project phase.

Dibble will support Glendale in tracking and reviewing MCDOT's Northern Parkway Project Reimbursement requests to MAG to ensure previous matching commitments are fully recognized.

MCDOT prepares an annual update to the Northern Parkway 5-year life cycle program. Dibble will review and comment on the annual update programs and also prepare and analyze Glendale matching costs and funding scenarios as requested.

4.4 Analysis of O & M Responsibilities

Phase I of the Northern Parkway from Sarival Avenue to Dysart Road is near completion and Glendale will soon assume operation and maintenance responsibility. After one year of Glendale operation, Dibble will evaluate the O & M budget and level of effort and provide recommendation and new cost projections based on the past years' experience and the City's needs.

Also included in this task will be the evaluation and analysis of the installation of cable barrier along the completed Phase I. This analysis will include local experience with cable barrier and review of other options as directed by the City. Installation and maintenance costs will be estimated for cable barrier and any option examined.

TASK 5: GRAND AVENUE

5.1 Grand Avenue follow up to ADOT Project

The City has acquired several properties as part of the Grand Avenue project. This task will be to assemble several individual parcels into one and prepare the single parcel for sale.

Tierra Right-of-Way will assist with these tasks as a sub-consultant to Dibble as directed by the City.

5.2 Coordination with MAG on Future Grand Avenue Efforts

Dibble will work with the City and stakeholders of Grand Avenue to identify future projects based on identified needs and available funding. Dibble will work with the City to prioritize these projects and work toward including them in regional programming.

5.3 MAG Guide Sign Package

MAG is currently developing a unified guide sign package that will standardize signage along Grand Avenue. Dibble will assist the City in this process and provide comments on the sign package as it develops at the direction of the City.

5.4 MAG Bus Rapid Transit Study

MAG is conducting a Bus Rapid Transit study along the Grand Avenue corridor. Dibble will provide guidance and technical support to the City concerning the study. Dibble will assist the City by reviewing the study and providing comments.

TASK 6: RIGHT-OF-WAY SERVICES

6.1 Right-of-Way Acquisition

This section describes the services necessary to accomplish the acquisition of right-of-way and easements for up to two (2) properties in accordance with the terms of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended. Tierra Right-of-Way will assist with these tasks as a sub-consultant to Dibble as directed by the City.

Tasks associated with right-of-way acquisition and easements include:

- Assess site plan options for whole and partial takes
- Obtain title reports
- Obtain right-of-entry and introduce the project to the property owner
- Prepare legal descriptions
- Prepare 2 appraisals for each property
- Complete review appraisals for each property
- Prepare a just compensation letter signed by the City and summary statement for each property
- Develop a written purchase and sales agreement for each property
- Coordinate City approval of the purchase and sales agreements
- Prepare offer letters signed by the City and present the offers to the property owners and negotiate the sale of the properties
- Provide support for escrow services
- Keep a detailed contact log for each property acquisition
- Prepare and submit to the City an acquisition file (hard copy) per FHWA requirements

SUPPLEMENTAL SERVICES

TASK 7: PLANNING AND COORDINATION

7.1 Transportation Planning

Private development projects periodically come forward that have the potential to impact the City's transportation system. As directed by the City, Dibble will evaluate these development projects providing comments on their potential transportation impacts making recommendations of potential improvements. Two (2) development projects per year are assumed during this contract period.

Traffic impact studies are often required by the City on significant private developments. As directed, Dibble will review and provide comments on traffic impact studies. Two (2) traffic studies per year are assumed during this contract period.

Traffic Engineering studies and analysis of these studies may be required to analyze various intersection and roadway segments. Dibble will perform Level of Service (LOS) determinations, accident analysis, traffic counts, etc., as directed by the City to update basic street information. In addition, Dibble will provide traffic engineering recommendation and options at specific locations and identify projects for further study, as well as future intersection and safety projects.

7.2 Program Support

The Glendale Transportation Plan Update will be conducted by another consultant for the City of Glendale. Dibble Engineering, at the direction of the City, will provide support for the Transportation Plan update.

An audit of the GO Program is required every three years to help assure the public of the program's integrity. Dibble will assist in this audit at the direction of the City to ensure all aspects of the GO Program are ready for the audit.

TASK 8: FINANCIAL ANALYSIS AND COST ESTIMATING

8.1 Developer Impact Fees

Recent legislation in Arizona changes the rules for municipal development impact fees. Dibble may be asked to assist the City in updating the Infrastructure Improvement Plan.

TASK 9: DESIGN CONCEPT, PRELIMINARY DESIGN, AND PROJECT EVALUATION

9.1 Streets

At the direction of the City, this task will prepare Design Concept Reports (DCR) for up to two (2) traffic engineering projects and one (1) minor safety project. The DCRs will include concept plans, cost estimates and recommendations. The concept plans for the recommended alternative will be developed using aerial imagery provided by the City. The concept plans will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. A draft report will be submitted for review and comment prior to the preparation of the final report.

9.2 Bicycle/Pedestrian Facilities

This task will perform a comprehensive city-wide study for the addition of bike lanes on arterial and collector streets. The study will involve an inventory of pavement and lane widths and existing and future planned bike paths. Using this information, locations of bike lanes will be identified that can be created by restriping existing pavement.

9.3 Transit

At the direction of the City, this task will prepare Design Concept Report (DCR) for up to one (1) minor transit stop project. The DCR will include concept plans, cost estimates and recommendations. The concept plan for the recommended alternative will be developed using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. A draft report will be submitted for review and comment prior to the preparation of the final report

This task will include the review of extensions and additional alignments of the Valley Metro Rail system beyond those identified in the basic services. At the direction of the

City, Dibble will perform reviews, respond to question, and perform coordination with Valley Metro Rail and other stakeholders.

9.4 Plan Reviews

At the direction of the City, Dibble will review engineering and site plans prepared by others and provide comments and recommendations as appropriate. This may include the analysis of impacts on the Glendale Onboard Program and the currently programmed projects.

TASK 10: NORTHERN PARKWAY

10.1 Review of Design Plans

As directed by the City, this task will include evaluation and assessment of the Grand Avenue /Northern Parkway interchange concept.

10.2 Cable Barrier Project

As directed by the City, Dibble will coordinate the design and construction of cable barriers on the Northern Parkway Phase I based on programmed funds for design in 2015 and construction in 2016. The design and construction will be administered by either ADOT or McDOT. Dibble will insure that the project meets the City's needs and can be maintained with City resources.

TASK 11: RIGHT-OF-WAY SERVICES

11.1 Right-of-way Acquisition

At the direction of the City, this task will be for the acquisition of right-of-way and easements for up to one (1) property in accordance with the terms of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended. Tierra Right-of-Way will perform these tasks as a sub-consultant to Dibble as

directed by the City.

Tasks associated with right-of-way acquisition and easements include:

- Assess site plan options for whole and partial takes
- Obtain title reports
- Obtain right-of-entry and introduce the project to the property owner
- Prepare legal descriptions
- Prepare two (2) appraisals for each property
- Complete review appraisals for each property
- Prepare a just compensation letter signed by the City and summary statement for each property
- Develop a written purchase and sales agreement for each property
- Coordinate City approval of the purchase and sales agreements
- Prepare offer letters signed by the City and present the offers to the property owners and negotiate the sale of the properties
- Provide support for escrow services
- Keep a detailed contact log for each property acquisition.
- Prepare and submit to the City an acquisition file (hard copy) per FHWA requirements

11.2 Relocations

At the direction of the City, this task will provide for the relocation of one (1) residence or business property in accordance with State of Arizona statutes and in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Tierra Right-of-Way will perform these tasks as a sub-consultant to Dibble.

Tasks associated with relocation include:

- Developing remediation plans and actions

- Providing support for demolition of structures
- Providing support for transfer of land to other agencies
- Providing support for sale of remnant parcels

TASK 12: ENVIRONMENTAL SERVICES

12.1 Environmental Site Assessments

At the direction of the City, this task will perform up to two (2) Phase I and two (2) Phase II site assessments in support of right-of-way acquisition. Phase I Environmental Site Assessments (ESA)s would be conducted consistent with the methods and procedures described in the American Society for Testing and Materials standard for Phase I ESAs (ASTM E 1537-05) and Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) Rule (40 CFR Part 312). Dibble will prepare and submit two (2) copies of the draft Phase I ESA for review by the City, revise the report as necessary to incorporate City comments, and prepare two (2) copies of the final Phase I ESA.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

**CONTRACT NO.
AGREEMENT FOR PROFESSIONAL
SERVICES**

EXHIBIT C1

PROJECT SCHEDULE

**CONTRACT NO.
AGREEMENT FOR PROFESSIONAL
SERVICES**

EXHIBIT C2

ORGANIZATION CHART

EXHIBIT C2 ORGANIZATION CHART

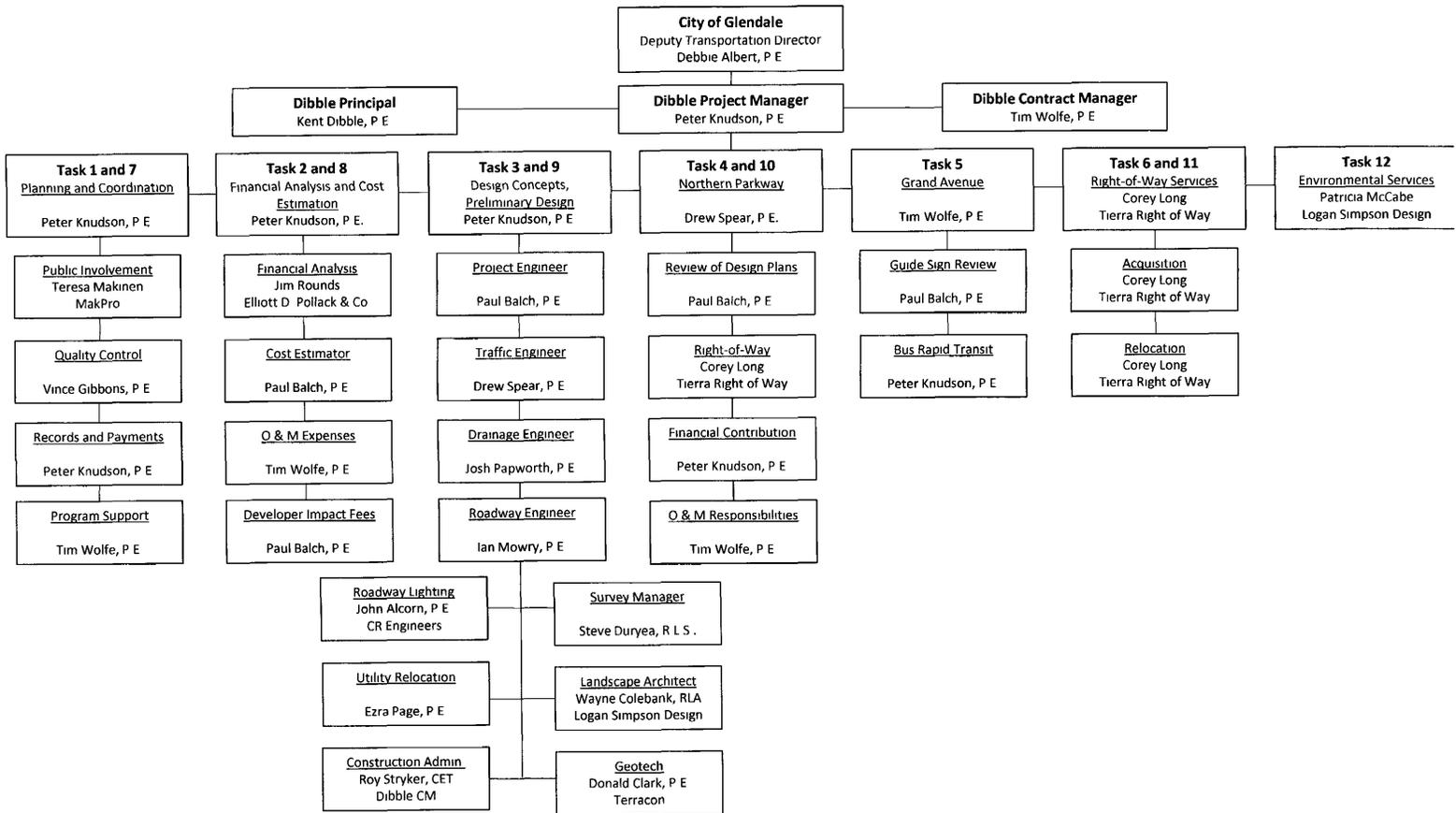


EXHIBIT D
Professional Services Agreement

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 \$995,000.

DETAILED PROJECT COMPENSATION

See attached spreadsheet for cost estimate.

**CONTRACT NO.
AGREEMENT FOR PROFESSIONAL
SERVICES**

EXHIBIT D1

SUMMARY OF COMPENSATION BY TASK

**General Engineering Services for the Glendale Onboard Program
 Fee Summary for Dibble Engineering
 July 1, 2014 - June 30, 2016**

Task	Base Fee	Estimated Fee
1.0 PLANNING AND COORDINATION		
1.1 Communication and Program Support		\$165,000
1.2 Cost/Schedule/Quality Control (for our assigned projects)		\$25,000
1.3 Public Involvement		\$40,000
1.4 Records and Payments		\$10,000
Subtotal task		\$240,000
2.0 FINANCIAL ANALYSIS AND COST ESTIMATING		
2.1 Financial Analysis		\$30,000
2.2 Cost Estimating/Funding Applications for new projects only		\$20,000
2.3 Operation and Maintenance Expenses		\$35,000
Subtotal task		\$85,000
3.0 DESIGN CONCEPTS, PRELIMINARY DESIGN, AND PROJECT EVALUATIONS		
3.1 Streets		\$35,000
3.2 Bicycle/Pedestrian Facilities		\$50,000
3.3 Ongoing Projects		\$40,000
3.4 Transit		\$15,000
3.5 Plan Updates		\$20,000
3.6 General Plan Review		\$10,000
Subtotal task		\$170,000
4.0 NORTHERN PARKWAY		
4.1 Review of Design Plans		\$60,000
4.2 Right-of-way Coordination		\$10,000
4.3 Financial Contribution Documentation		\$65,000
4.4 Analysis of O & M responsibilities		\$45,000
Subtotal task		\$180,000
5.0 GRAND AVENUE		
5.1 Grand Avenue Follow-up to ADOT Project		\$10,000
5.2 Coordinate with MAG on future Grand Avenue Efforts		\$25,000
5.3 Review MAG guide sign package		\$10,000
5.4 MAG Bus rapid transit study		\$5,000
Subtotal task		\$50,000
6.0 RIGHT-OF-WAY SERVICES		
6.1 Right-of-way Acquisition		\$25,000
Subtotal task		\$25,000
Subtotal - Base Fee Hours		\$750,000

**General Engineering Services for the Glendale Onboard Program
 Fee Summary for Dibble Engineering
 July 1, 2014 - June 30, 2016**

Task	Supplemental Fee	Estimated Fee
7.0 PLANNING AND COORDINATION		
7.1 Transportation Planning		\$85,000
7.2 Program Support		\$10,000
Subtotal task		<u>\$95,000</u>
8.0 FINANCIAL ANALYSIS AND COST ESTIMATING		
8.1 Developer Impact Fees		\$15,000
Subtotal task		<u>\$15,000</u>
9.0 DESIGN CONCEPTS, PRELIMINARY DESIGN, AND PROJECT EVALUATION		
9.1 Streets		\$35,000
9.2 Bicycle/Pedestrian Facilities		\$15,000
9.3 Transit		\$15,000
9.4 Plan Reviews		\$10,000
Subtotal task		<u>\$75,000</u>
10.0 NORTHERN PARKWAY		
10.1 Review of Design Plans		\$5,000
10.2 Coordination of Cable Barrier		\$5,000
Subtotal task		<u>\$10,000</u>
11.0 RIGHT-OF-WAY SERVICES		
11.1 Right-of-way Acquisitions		\$15,000
11.2 Relocations		\$10,000
Subtotal task		<u>\$25,000</u>
12.0 ENVIRONMENTAL SERVICES		
12.1 Environmental Site Assessments		\$25,000
Subtotal task		<u>\$25,000</u>
Subtotal Supplemental Fee Hours		\$245,000
TOTAL ESTIMATED FEE		\$995,000

**CONTRACT NO.
AGREEMENT FOR PROFESSIONAL
SERVICES**

EXHIBIT D2

SCHEDULE OF HOURLY RATES



EXHIBIT D2

GLENDALE ONBOARD - GENERAL ENGINEERING SERVICES

City of Glendale, Arizona Contract No. _____
May 5, 2014

CONTRACT BILLING RATES

For June 2014 thru June 2016

Principal -	\$	220.00
<u>Principal Engineer</u>		<u>185.00</u>
Senior Project Manager		175.00
<u>Project Manager</u>		<u>165.00</u>
Senior Engineer		160.00
<u>QA/QC Manager</u>		<u>155.00</u>
Project Engineer (PE)		145.00
<u>Assistant Project Engineer (EIT)</u>		<u>115.00</u>
Senior Technician		120.00
<u>Designer</u>		<u>110.00</u>
Technician		95.00
Land Survey Manager (RLS)		160.00
<u>Land Surveyor (RLS)</u>		<u>135.00</u>
Assistant Land Surveyor (LSIT)		95.00
<u>Survey Technician</u>		<u>85.00</u>
Survey Crew (2-Man, GPS/Robotic)		155.00
Senior Construction Project Manager		150.00
<u>Construction Project Manager / Resident Engineer</u>		<u>140.00</u>
Construction Project Engineer		130.00
<u>Construction Inspector</u>		<u>110.00</u>
Information Technology Manager		120.00
<u>Network Administrator</u>		<u>95.00</u>
Business Development/ Marketing Manager		110.00
<u>Marketing Coordinator</u>		<u>75.00</u>
Senior Administrative Assistant		80.00
<u>Administrative Assistant</u>		<u>60.00</u>

Expenses

Mileage – at current Federal/IRS Reimbursement Rate	\$0.56/mile
Reproduction, etc.	At Cost
Subconsultants	At Cost

Overtime Rates

Dibble Engineering Authorized	Billing Rate x 1.0
Client Authorized	Billing Rate x 1.5

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 herem. 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.