

**CITY CLERK  
ORIGINAL**

**C-9127  
07/03/2014**

**PROFESSIONAL SERVICES AGREEMENT  
GENERAL ENGINEERING CONSULTANT SERVICES  
"GO TRANSPORTATION PROGRAM" - TRANSITION CONTRACT**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and URS, a Nevada corporation authorized to do business in the State of Arizona, ("Consultant") as of the 3 day of July, 2014 ("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 for the Project to be 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.
    - (3) Consultant will provide a Project Team to perform all work necessary to complete the Project, comprised of members in the job classifications identified in **Exhibit C**.
    - (4) Consultant certifies that members of the Project Team meet or exceed the level of competence that the City may reasonably expect of a person performing his or her assigned duties, and that he or she will not commit any acts or omissions detrimental to the development, implementation or completion of the Project.

c. 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 for the Project to be 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 **\$49,873.00** as provided 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 coverage 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 \$5,000,000 per occurrence and \$5,000,000 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 \$5,000,000 for each claim and a \$5,000,000 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, or in the event the Consultant's insurers will not provide such notice under the terms of Consultant's Policies, Consultation 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).

1. Policies. Except with respect to Workers' Compensation, Employer's Liability and Consultant's professional liability coverage, 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.

**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:

Randall Beck  
7720 N. 16<sup>th</sup> Street, Suite 100  
Phoenix, AZ 85020
- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Debbie Albert  
Transportation Department  
6210 W. 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 until December 31, 2014. There is no renewal option for 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.

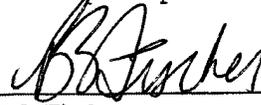
15. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

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



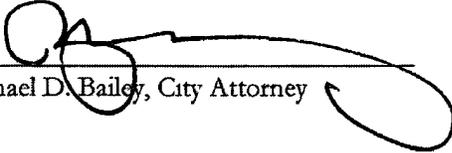
By: Brenda S. Fischer  
Its: City Manager

ATTEST:



Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

URS Corporation,  
a Nevada corporation



By: Randall Beck

Its:



**EXHIBIT A**  
**Professional Services Agreement**  
GENERAL ENGINEERING CONSULTANT SERVICES  
"GO TRANSPORTATION PROGRAM" - TRANSITION CONTRACT

PROJECT

(Cover Page)

## **PROJECT DESCRIPTION**

This contract will consist of providing general engineering services for the Glendale Onboard Transportation Program to transition from the General Engineering Consultant Services contract (C-6467-3) to a new contract with another consultant beginning July 1, 2014. Several on-going efforts in the current contract (C-6467-3) would be completed in this transition contract including:

- Document Glendale Expended costs for Northern Parkway for FY 2014.
- Complete review of ROW transfer documentation from MCDOT to Glendale for Northern Parkway from Sarival Avenue to Dysart Road.
- Support the completion of the Grand Avenue Land Exchange with ADOT.
- Document Glendale Expended costs for the Loop 303 waterline extension.
- Complete the Loop 303 O&M cost estimate report.
- Present GO Program financial factors update to CTOC.
- Complete submittal of URS GO Program files to Glendale (2002-2014).
- Provide miscellaneous support and coordination as requested by Glendale.

The term of the contract will begin July 1, 2014 and end December 31, 2014.

**EXHIBIT B**  
**Professional Services Agreement**  
GENERAL ENGINEERING CONSULTANT SERVICES  
"GO TRANSPORTATION PROGRAM" - TRANSITION CONTRACT

SCOPE OF WORK

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## 1.0 INTRODUCTION

URS Corporation (URS) has been asked by the City of Glendale Transportation Services to complete tasks and provide support to the City after the conclusion of the current General Engineering Consultant Services contract (C-6467-3). The current contract ends on June 30, 2014. The transition services are anticipated to be needed for a 6 month period ending on December 31, 2014. The anticipated tasks are described in the following paragraphs.

## 2.0 NORTHERN PARKWAY

### 2.01 DOCUMENT GLENDALE EXPENDED COSTS FOR FY 2014

Glendale is obligated per the Northern Parkway IGA dated December 18, 2008 to contribute a portion of the local match required by MAG for the project. Northern Parkway is included in the MAG Arterial Life Cycle Program (ALCP) and is subject to the MAG ALCP Policies and Procedures (5/28/14). Glendale requests local match credit towards the MAG 30% match requirements. URS will gather invoices and payment records of eligible Glendale expenditures that occurred between July 1 2013 through June 30, 2014 including cash match contributions to MCDOT, URS professional services in support of Northern Parkway, waterline installation expenses, and Glendale staff construction inspection services. URS will organize the invoices into a binder and sort costs by Northern Parkway project numbers. URS will provide 3 hard copies along with electronic files in pdf format to both MCDOT and City of Glendale.

### 2.02 ROW TRANSFER FROM MCDOT TO GLENDALE

Glendale has agreed to operate and maintain Northern Parkway from Sarival Avenue to ¼-mile west of Dysart Road once MCDOT has completed the project within these limits per IGAs dated 4/26/2011 (C-7670 and C-7671). In addition to completion of the construction project, MCDOT is required to transfer the right-of-way (ROW) within these limits prior to Glendale beginning O & M of the parkway. MCDOT has been preparing a ROW conveyance package but it is not complete yet and it is anticipated that their efforts will extend past July 1, 2014. URS will review the conveyance package for completeness and insure appropriate exceptions to the properties acquired are documented. Exceptions include 143<sup>rd</sup> Avenue easement, 20-foot wide utility easement east of 143<sup>rd</sup> Avenue, portions of Litchfield Road outside the agreed upon O&M limits, and property east of ¼-mile west of Dysart Road. It is anticipated that Glendale City Council action is required to complete the transfer.



### **2.03 MISCELLANEOUS COORDINATION**

Other miscellaneous tasks not listed above related to Northern Parkway are expected based on previous experience. Some hours would be allocated for these undefined tasks.

## **3.0 GRAND AVENUE**

### **3.01 LAND EXCHANGE WITH ADOT**

An IGA (13-0002457) is being prepared by ADOT to exchange property between ADOT and the City of Glendale along Grand Avenue within the Glendale city limits. Completion of the IGA is held up pending a decision by ADOT regarding access control walls installed recently as part of an ADOT project. The state is concerned about the installation of walls outside ADOT ROW. The City suggested an easement granted to ADOT for the wall. ADOT staff said they thought the easement would be acceptable but they needed to confirm that with the State Attorney General's Office. When the decision would be made has proven to be hard to predict. It is anticipated that when the decision is made that URS would provide support for reviewing the revised IGA, easement verbiage and legal descriptions.

### **3.02 MISCELLANEOUS COORDINATION**

Other miscellaneous tasks not listed above related to Grand Avenue are expected based on previous experience. Some hours would be allocated for these undefined tasks.

## **4.0 LOOP 303**

### **4.01 GLENDALE COST DOCUMENTATION FOR WATERLINE EXTENSION**

The City of Glendale is obligated to supply water for the Loop 303 landscaping from Camelback Road to Peoria Avenue per IGA's with ADOT (13-0003964, 14-0004032). The City has worked with EPCOR Water Company to extend a waterline to the ADOT west ROW line south of Northern Avenue. City's costs for design and construction of the waterline are reimbursable to the City by EPCOR over a 10 year period. The City's costs must be documented, and invoices and payment records are required to be submitted to EPCOR. URS will gather the documentation and submit a binder to EPCOR and a copy to the City after completion of the construction of the waterline. Reimbursable costs include design, permit fees, right-of-way acquisition, and construction. It is anticipated that the waterline installation would be complete by the end of June 2014.

#### **4.02 O&M COST ESTIMATE REPORT**

The Loop 303 IGAs including landscape IGA's 13-0003964 and 14-0004032 and roadway IGA's 11-049 and 11-054 require that Glendale supply and maintain the following features:

- Bridge aesthetics for Bethany Home Road, Glendale Avenue, Northern Avenue, Northern Parkway, and Olive Avenue.
- Median pavers on Bethany Home Road, Glendale Avenue, and Northern Avenue.
- ITS conduits on Northern Avenue.
- Furnish water for landscape irrigation for Loop 303 from Camelback Road to Peoria Avenue and cross streets.
- Complete landscape maintenance for Bethany Home Road, Glendale Avenue, Northern Avenue, and Olive Avenue.

URS will document the annual O&M costs for the items listed above in a report. The report will include plans and maps showing the O&M areas the City is responsible for. Six hard copies of the draft and final reports will be submitted to the City along with electronic files in pdf format.

### **5.0 GO TRANSPORTATION PROGRAM SUPPORT**

#### **5.01 UPDATE 25-YEAR GO PROGRAM**

URS through its sub consultant Bob Schaevitz is currently providing the 2014 financial update for the Glendale Onboard Transportation Program. It is anticipated that this work would be done by June 30, 2014. However, the City has requested that Bob present the financial factors and projections to CTOC in August or September of 2014, which would be included in this contract.

#### **5.02 FILE TRANSFER**

Glendale has requested electronic files that URS has prepared from the initial contract with Glendale that began July 1, 2002 through the final contract termination on June 30, 2014. The city will provide the electronic media to transfer the files to and URS will review the files and purge working files that are not the latest version of a work product per URS policy. URS will retain hard copy documents for 5 years after the end date of the contract per URS policy.

### 5.03 MISCELLANEOUS COORDINATION

Other miscellaneous tasks or questions not listed above are expected based on previous experience. Some hours would be allocated for these undefined tasks through December 2014.

## 6.0 SCHEDULE

The following is the anticipated schedule for completion of this SOW:

- Glendale Northern Parkway Expended Costs 08/15/14
- Northern Parkway ROW Transfer Review 07/25/14
- Grand Avenue Property Exchange IGA 07/11/14
- Loop 303 Waterline Extension Costs 08/01/14
- Loop 303 O&M Cost Estimate 08/08/14
- GO Financial Update Presentation to CTOC 09/05/14
- URS File Transfer 07/01/14
- Miscellaneous Support 12/31/14

**EXHIBIT C**  
**Professional Services Agreement**  
GENERAL ENGINEERING CONSULTANT SERVICES  
"GO TRANSPORTATION PROGRAM" - TRANSITION CONTRACT

SCHEDULE

(Cover Page)

## **SCHEDULE**

The following is the anticipated schedule for completion of this contract:

- **Glendale Northern Parkway Expended Costs** 08/15/14
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- **URS File Transfer** 07/01/14
- **Miscellaneous Support** 12/31/14

**EXHIBIT D**  
**Professional Services Agreement**  
**GENERAL ENGINEERING CONSULTANT SERVICES**  
**"GO TRANSPORTATION PROGRAM" - TRANSITION CONTRACT**

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation has been calculated using the number of hours of services expected to be performed by each person in each job classification and the hourly rates in the "Schedule of Hourly Rates" attached hereto.

**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 \$49,873.00.

**DETAILED PROJECT COMPENSATION**

"Schedule of Hourly Rates" attached hereto provides the billing rate for each job classification of persons performing tasks pursuant to this Agreement.

**Exhibit D**  
**GENERAL ENGINEERING SERVICES FOR THE**  
**GLENDAL ONBOARD TRANSPORTATION PROGRAM**  
**Transition Contract (7/14 - 12/14)**  
**Schedule of Hourly Rates**

<u>Classification</u>	<u>Raw Hourly Rate*</u>	<u>Multiplier**</u>	<u>Billing Rate</u>
Project Principal	\$85.60	2.65	\$226.84
Project Manager	\$65.28	2.65	\$172.99
Senior Engineer	\$64.58	2.65	\$171.14
Traffic Engineer	\$58.24	2.65	\$154.34
Engineer	\$55.46	2.65	\$146.97
Senior Designer	\$38.12	2.65	\$101.02
Designer / CADD	\$36.76	2.65	\$97.41
GIS	\$33.56	2.65	\$88.93
Graphics	\$36.36	2.65	\$96.35
Landscape Architect	\$42.44	2.65	\$112.47
Survey Manager	\$38.48	2.65	\$101.97
Survey Technician II	\$35.60	2.65	\$94.34
Project Administrator	\$30.84	2.65	\$81.73
Clerical	\$23.95	2.65	\$63.47

\*Current rate (2014)

\*\*Includes overhead and profit



**Derivation of Cost Proposal Summary  
Transition Contract (7/14-12/14)**

**LABOR**

<b>Classification</b>	<b>Person-Hours</b>	<b>Billing Rate</b>	<b>Cost</b>
Project Principal	0	\$226.84	\$0
Project Manager	246	\$172.99	\$42,556
Senior Project Engineer	0	\$171.14	\$0
Traffic Engineer	0	\$154.34	\$0
Engineer	0	\$146.97	\$0
Designer/CADD	0	\$97.41	\$0
Graphics	22	\$96.35	\$2,120
Administration/Clerical	16	\$63.47	\$1,016
<b>Total Hours =</b>	<b>284</b>		
		<b>Total Labor =</b>	<b>\$45,691</b>

**DIRECT EXPENSES**

Delivery/Courier	\$60	
Travel	\$122	
<b>Total Direct Expenses =</b>		<b>\$182</b>

**OUTSIDE SERVICES AND SUBCONSULTANTS**

<b>Firm</b>	<b>Cost</b>
Bob Schaevitz	\$4,000

**Total Outside Services and Subconsultants = \$4,000**

**TOTAL LUMP SUM FEE: \$49,873**

This fee proposal is valid for a period of 90 days from the date noted below

\_\_\_\_\_  
URS CORPORATION  
Randall Beck, PE, Project Principal

\_\_\_\_\_  
DATE



DERIVATION OF DIRECT EXPENSES

Delivery/Courier

	<u>No of Deliveries</u>
Utility companies -- 6 submittals x 12 utilities	0
City of Glendale	4
ADOT	0
Miscellaneous	0
Subtotal	<u>4</u>

Average Cost per delivery = \$15

**Total Delivery/Courier Cost: \$60**

Travel / Mileage

Personal Mileage	<u>Miles</u>
Site visits	
6 Trips x 36 miles per trip =	216
	<u>216</u>
Total Miles	216

Amount of Reimbursement to Employees \$0.565 /mi

**Total Travel Cost: \$122**

**TOTAL DIRECT COSTS: \$182**

**Transistion Contract (7/14-12/14)**

**Estimated Person Hours**

	Project Principal	Project Manager	Senior Engineer	Traffic Engineer	Engineer (ITS)	Designer /CADD	Graphics	Clerical/ Admin	Total Hours	Total Fee
Hourly Rate	\$226.84	\$172.99	\$171.14	\$154.34	\$146.97	\$97.41	\$96.35	\$63.47		
<b>Task 1: Northern Parkway</b>										
Document Glendale Expended Costs for FY 2014		36					2	6	44	\$6,801.16
ROW Transfer from MCDOT to Glendale		16							16	\$2,767.84
Miscellaneous Coordination		14							14	\$2,421.86
<b>Total Task 1:</b>	<b>0</b>	<b>66</b>	<b>0</b>				<b>2</b>	<b>6</b>	<b>74</b>	<b>\$11,990.86</b>
<b>Task 2: Grand Avenue</b>										
Land Swap with ADOT		12							12	\$2,075.88
Miscellaneous Coordination		10							10	\$1,729.90
<b>Total Task 2:</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>22</b>	<b>\$3,805.78</b>
<b>Task 5: Loop 303</b>										
Prepare waterline extension Glendale cost documentation		36						4	40	\$6,481.52
O&M cost estimate report		50					20	6	76	\$10,957.32
<b>Total Task 5:</b>	<b>0</b>	<b>86</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>20</b>	<b>10</b>	<b>116</b>	<b>\$17,438.84</b>
<b>Task 6: GO Transportation Program Support</b>										
Update 25-Year GO Program (CTOC Presentation by Bob Schaevitz)									0	\$4,000.00
URS GO file transfer		16							16	\$2,767.84
Miscellaneous Coordination		56							56	\$9,687.44
<b>Total Task 6:</b>	<b>0</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>0</b>			<b>0</b>	<b>72</b>	<b>\$16,455.28</b>
<b>Total</b>	<b>0</b>	<b>246</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>22</b>	<b>16</b>	<b>284</b>	<b>\$49,690.76</b>

**EXHIBIT E**  
**Professional Services Agreement**  
GENERAL ENGINEERING CONSULTANT SERVICES  
"GO TRANSPORTATION PROGRAM" - TRANSITION CONTRACT

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.