

**CITY CLERK
ORIGINAL**

C-9549
12/18/2014

**PROFESSIONAL SERVICES AGREEMENT
CITY OF GLENDALE
WATERLINE IMPROVEMENTS, VARIOUS LOCATIONS
DESIGN & CONSTRUCTION ADMINISTRATION SERVICES**

CITY PROJECT NO. 131424

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Stantec Consulting Services Inc., a New York, authorized to do business in the State of Arizona, ("Consultant") as of the 18 day of December, 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 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**.

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. **Subcontractors.**

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

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

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g, a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$826,912 as specifically detailed in Exhibit D ("Compensation").

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

- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

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

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in Exhibit D and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

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

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant *for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;*
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on *final payment* from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

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

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

8. **Insurance.**

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

- a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.
 - (2) Subconsultants and Subcontractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$4,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.

- e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by *Arizona law*.
- f. Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Consultant's Policies;
 - (2) Reduction of the coverage limits of any of Consultant's Policies; and
 - (3) Any other material modification of Consultant's Policies related to this Agreement.
- g. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to *examine* Consultant's Policies, or to inform Consultant, Subconsultant, or Subcontractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.
- h. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and Consultant's professional liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Subconsultants and Subcontractors.

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

- c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

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

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Tricia Cook
Stantec Consulting Services Inc.
8211 S. 48th Street
Phoenix, Arizona 85044

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

City of Glendale
c/o Bill Passmore
Principal Engineer
5850 W. Glendale Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

12. **Entire Agreement; Survival; Counterparts; Signatures.**

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

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

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

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

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any

renewal Agreement period and price will be a determining factor for renewal. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

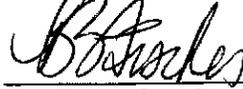
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with Exhibit E. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first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

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

(Signatures appear on the following page.)

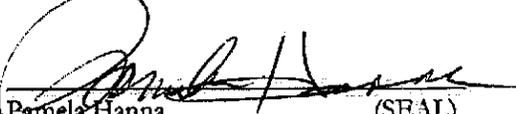
The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



By: Brenda S. Fischer
Its: City Manager

ATTEST:



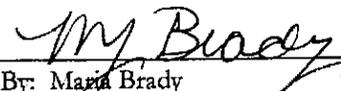
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

Stantec Consulting Services Inc.,
an Arizona corporation



By: Maria Brady
Its: Senior Associate

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
Professional Services Agreement
CITY OF GLENDALE
WATERLINE IMPROVEMENTS, VARIOUS LOCATIONS
DESIGN & CONSTRUCTION ADMINISTRATION SERVICES
PROJECT NO. 131424

DESCRIPTION OF PROJECT:

The City has identified seven different locations where the existing waterlines have deteriorated, causing operational issues. The new waterline improvements include the replacement of aged ACP water lines, with the installation of new ductile iron pipe (DIP), fire hydrants, valves, service lines and other associated accessories. These improvements will be designed so that they can be bid as separate bid packages.

The Engineer will work closely with the City Engineering and Water Services Departments during the design and construction phases of this project. The Engineer will complete design, construction administration and cost estimating for the waterlines to be replaced. The Engineer will also conduct public meetings and other related public involvement activities.

The seven locations, including the descriptions, sizes and approximate lengths, are listed below.

- QS 20-13, 67th Avenue & Bethany Home Road Intersection: Replace existing 12-inch ACP with new 12-inch ductile iron pipe. Approximately 800 Lineal Feet (L.F.)
- QS 20-13 & 20-14, on Bethany Home from 59th Avenue to 67th Avenue: Replace existing 12-inch ACP pipeline with new 12-inch ductile iron pipe. Approximately 5,200 L.F.
- QS 21-15, on 60th Avenue from Bethany Home Road to Keim Drive: Replace existing 8-inch ACP with new 8-inch ductile iron pipe. Approximately 1,150 L.F.
- QS 26-13, 67th Avenue & Olive Avenue Intersection: Replace existing 8-inch and 12-inch ACP with new ductile iron pipe. Approximately 800 L.F.
- QS 26-14, 59th Avenue & Olive Avenue Intersection: Replace existing 6-inch and 12-inch ACP with new ductile iron pipe. Approximately 1,200 L.F.
- QS 26-15, on 59th Avenue from Olive Avenue to Royal Palm Road: Replace existing 12-inch ACP with new ductile iron pipe. Approximately 3,900 L.F.
- QS 43-13, On Deer Valley Road from 59th Avenue to 67th Avenue: Abandon existing 12-inch ACP and install new 12-inch ductile iron pipe. Approximately 5,500 L.F.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
Professional Services Agreement

CITY OF GLENDALE
WATERLINE IMPROVEMENTS, VARIOUS LOCATIONS
DESIGN & CONSTRUCTION ADMINISTRATION SERVICES
PROJECT NO. 131424

SCOPE OF WORK

1. DESIGN STANDARDS

The following standards will be applicable to this project:

- *Arizona Administrative Code, Title 18, Chapter 5*
- *Arizona Department of Environmental Quality - Engineering Bulletin 10: Guidelines for the Construction of Water Systems May 1978.*
- *City of Glendale Engineering Design and Construction Standards, latest edition.*
- *Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction, Revisions through 2014.*
- *Maricopa Association of Governments Uniform Standard Details for Public Works Construction, Revisions through 2014.*

2. PHASE I – DESIGN SERVICES

The following information is a general description of the design and construction administration services required for this project. The services listed may include, but are not limited to, the following:

100 Series Tasks: General Project Administration:

Task 101: Meetings

Engineer will conduct project meetings to discuss the progress, direction and technical aspects of the project. Project documentation will consist of preparing and distributing meeting agendas and minutes, and monthly reports. Meeting minutes will summarize key discussions, comments, decisions, and any action items required. The monthly project reports will summarize the monthly work progress, project issues, and project schedule status.

Meetings included in this scope of work include the following:

Reference Task	Meeting	No. of Meetings
101	Project Kickoff	1
101/102	Monthly Progress/Coordination during Design	6
108	Public Meetings	2
204	Utility Coordination	2
301	Conceptual (30%) Comment Review	1
302	Preliminary (60%) Progress Meeting (Workshop)	1

303	Pre-Final (90%) Comment Review	1
401	Pre-Bid Meeting (1 per package)	3
501	Pre-construction Meetings (1 per package)	3
505	Construction Meetings (assume 9 months)	39
	Total	59

Assumptions

- City will confirm proposed City attendees at meeting/conference
- Meetings will be held at City of Glendale facilities
- Construction meetings will be held weekly, attended by both the Project Manager and the Inspector.

Deliverables

- Meeting Agendas
- Meeting Minutes
- Graphics, figures, plans, notes and details necessary for meeting discussion

Task 102: Project Coordination

Engineer coordinate with team, sub-consultants, Contractor and will assist in the overall coordination of the project with City staff, including Water Services, Engineering, Development Services, and other city departments as necessary to facilitate the project.

Assumptions

- None

Deliverables

- None

Task 103: Project Schedule

Engineer shall develop and maintain a comprehensive project schedule reflecting design concept development, construction document preparation, and bidding services. Engineer will include anticipated construction duration in the project schedule. Schedule shall be developed in a work breakdown structure format identifying key project tasks and deliverable milestones. The schedule shall be prepared utilizing Microsoft Project and shall be provided to the City monthly to be reviewed at Progress.

Assumptions

- City will review and approve Project schedule

Deliverables

- Initial Project schedule (Microsoft Project and Adobe PDF formats)
- Monthly updates to Project schedule (Microsoft Project and Adobe PDF formats)

Task 104: Permits

Engineer shall assist the City in obtaining all federal, state, county, local and utility permits and approvals required for the Project. As the Project progresses, the Engineer shall furnish to the City copies of all communications between the Engineer and the respective agencies or departments, and all approvals and permits for the Project.

Permits may include:

- MCESD Approval to Construct
- MCESD Approval of Construction
- Permit to cross SRP Easements
- R/W permits for sub-consultants to complete investigatory work.

Assumptions

- Contractor will be responsible for any permits to construct within the R/W and Traffic Control approvals
- Permit fees will be paid as an allowance.
- County permits will be obtained for each phase of construction.
- County permit documents will be submitted with the 90% drawings.

Deliverables

- Permit to Construct
- Monthly updates to Project schedule (Microsoft Project and Adobe PDF formats)

Task 105: Progress Reports, Invoices and Cash Flow

Engineer will prepare monthly invoices and progress reports, delivered to the City's Project Manager no later than the 25th day of the month. Progress reports will document work completed during the previous month, anticipated work upcoming in the current month, and outstanding project issues requiring resolution. Progress reports will document percent complete for each work task identified in this Scope of Work. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be consistent with the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks.

The Engineer will provide a cash flow schedule for the project. This cash flow shall include all sub-consultants fees. The Engineer shall use the City's workbook.

Assumptions

- City shall approve invoice and progress report format
- City shall provide workbook for Cash Flow schedule

Deliverables

- Monthly invoices and progress reports
- Cash Flow schedule

Task 106: Quality Assurance / Quality Control

Engineer will be responsible for providing Quality Assurance / Quality Control of all engineering designs, analyses and deliverables prepared for the Project. Engineer shall utilize our established format that has been used on other projects. Information regarding procedure and copies of documentation is available to the City upon request.

Assumptions

- None

Deliverables

- None

Task 107: Construction Phasing Plan

Engineer will provide a detailed construction phasing plan and associated cost estimates for the required improvements. Cost estimates will be provided at the 30%, 60% and 90% submittals, as indicated in Task 307.

Assumptions

- None

Deliverables

- With Task 302/303

Task 108: Public Involvement

Engineer will provide support services for City's public involvement process. Public Involvement will be primarily completed by Mak-Pro, as described in Task 701. Engineering team will coordinate with Mak-Pro and provide exhibits for Public Meetings in support of the Public Involvement program. Engineer will attend Public Meetings as identified in Task 101.

200 Series Tasks: Preliminary Design and Field Investigation

Task 201: Background Documentation

Engineer will obtain and review all relevant background information for the project, including but not limited to as-built drawings, quarter section, utility mapping and field information.

Assumptions

- City will provide as-built drawings

Deliverables

- None

Task 202: Topographic Survey

Engineer will provide a ground based topographic survey utilizing Global Positioning System (GPS) survey data collection for existing improvements along the project corridors.

The survey for this project has been broken down into three areas:

1. W. Bethany Home Road – from N. 59th Avenue to N. 67th Avenue and N. 60th Avenue from W. Bethany Home Road to W. Keim Drive.
2. N. 59th Avenue, from W. Olive Avenue to W. Royal Palm Road, together with the intersection of W. Olive Avenue with N. 67th Avenue.
3. W. Deer Valley Road from N. 59th Avenue to N. 67th Avenue.

The survey will generally extend across the full right-of-way width. In each area, allowance has been made to extend the survey an additional 150 feet at terminal points of the water line improvements and along each leg of major intersections. In addition, the survey will extend 150 feet along all side streets (centerline only).

A planimetric and topographic mapping base will be provided by field survey using a combination of conventional and GPS survey techniques to obtain necessary ground information and supplemental mapping detail. The accuracies of said mapping will be as defined in the National Mapping Standards. Elevations will be based upon

NAVD88 datum, and horizontal control will be related to an agreed coordinate system. The survey will include the following items:

- Curbs, sidewalks, medians and handicap ramps.
- Topographical features (tops and toes of slopes, general ground elevations)
- Locations of apparent utility features (surface only, plus overhead wires).
- Cross sections at nominal 100-foot intervals.
- Other site improvements (walls, fences, paving, rip-rap etc.).
- Significant vegetation.
- Road striping and signage.
- Right-of-way delineation, based on research of available records (no field survey included, other than location of centerline monuments).
- Adjacent property delineation based on GIS data provided by City of Glendale.

Assumptions

- City will provide access to City facilities along the project corridor

Deliverables

- None

Task 203: Base Map Development

Engineer will create comprehensive base maps from the information gathered during the field survey, design concept development and utility coordination tasks. Utilities will be shown based on surveyed surface features as well as mapping information provided by each utility. Base mapping will be created in AutoCAD Civil 3D format in conformance with City of Glendale standards.

Assumptions

- City will provide standard plan sheet border and cover sheet
- City will provide current CAD standard plan
- City will provide current GIS base information for general property information

Deliverables

- None

Task 204: Utility Coordination

Engineer will coordinate with private, public and City utilities regarding utility issues and incorporating pertinent information in the plans. In general, the Engineer will provide base maps incorporating utility information, facilitate utility coordination meetings, provide potholing of existing utilities, and provide utility coordination services to obtain no-conflict review responses. Each task is further clarified below:

Base Map Incorporation

Engineer will incorporate utility information into the project base map based on the mapping information provided by the City and gathered during topographic survey. Engineer will visit the project site to observe existing utility facilities and verify visual accuracy of mapping data collected.

Coordination Meetings

Following the 60% Design Document submittals, Engineer will facilitate a utility coordination meeting with affected utility companies. Engineer will invite all utilities reporting facilities in the project corridor to participate in the

coordination meetings. The drawings will be sent to the utility companies in advance of the meeting. The meeting will be conducted to update no-conflict reviews, confirm utility relocation design and construction status and completion schedule, and notify utility companies of anticipated project construction schedule.

Pothole List Development and Delivery

Engineer will identify potential conflicts with existing utilities and required relocations, and will tabulate locations where potholing of existing facilities is critical. Pothole locations will be identified following confirmation of the pipeline alignments at the 30% design document submittal.

Engineer will contract with a utility locating company for utility potholing services. Potholes are described further in Task 702. Pothole results shall be provided to Engineer for incorporation into the 60% plans and coordination with affected utility companies for relocation design. Pothole results shall be based on Project Survey Control, and be sealed by a Registered Land Surveyor. Engineer will incorporate results into the construction plans and provide to the contractor.

Utility Coordination

1. Engineer shall show all existing utilities on the project plan and profile sheets.
2. Engineer shall obtain Blue Stake for design ticket which represents anticipated utilities located within project limits. Engineer will contact each utility owner to obtain maps and as-built.
3. Engineer shall be responsible for field verifying the horizontal locations of all utilities within the project limits.
4. Engineer shall send a letter to each utility company notifying them of the project and defining the project scope and timeline and two sets each 30%, 60%, 90%, and final plans to each utility company for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements.
5. Engineer shall specifically identify utility conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives.
6. Engineer shall coordinate with the utilities to facilitate the design to relocate their facilities.
7. For each submittal to the utility companies, Engineer shall provide the City's Project Manager and Utility Coordinator each with a written record of receipt.
8. Engineer shall prepare a utility clearance letter and conflict matrix, providing a review of proposed utility plans, including conflict evaluation, and general considerations.

Assumptions

- Engineer will provide utility potholing services following 30% design document submittal.
- City to provide available ¼-section maps and as-builts for utilities within project, based on Engineer's request form.
- Potholes will be completed as an allowance.

Deliverables

- Utility coordination including plan submittals to each utility company after the 60% submittal
- Utility clearance letters and conflict matrix
- No-conflict review responses from affected utility companies

Task 205: Geotechnical Investigation

Engineer will complete a geotechnical investigation to provide recommendations for construction of the proposed waterlines. The geotechnical investigation will be completed by Ninyo and Moore as described in Task 703.

Task 206: Design Report

The Engineer will prepare a design report, which incorporates the findings, conclusions, and recommendations for the required waterline improvements. This report will include planning recommendations, design criteria, preliminary construction costs, required permits and any special design requirements necessary for the project. The City will review the design report and the Engineer will address and incorporate the comments into the final report.

Assumptions

- None

Deliverables

- Draft Design Report to be submitted with the 60% submittal
- Final Design Report to be submitted with the 90% submittal

300 Series Tasks: Detailed Design

Task 301: Conceptual (30%) Design Documents

Engineer shall prepare one (1) set of conceptual (30%) design documents. Drawings will be prepared using AutoCAD Civil 3D design software. Drawings will utilize City standard title block, bearing identifying reference information (project number) provided by the City.

Conceptual (30%) Design Documents shall contain the following elements:

- Cover Sheet (City standard format)
- Key Map
- Engineer's General Notes and City Standard General Notes for CIP projects
- Base Map, developed to include topographic survey data and utility mapping data
- Existing rights-of-way and property lines, as identified by recorded plat and/or City documentation
- Preliminary pipeline alignment, shown in plan view (1" = 20' horizontal scale on Plan and Profile drawings)
- Survey control data, including bearing and distance on horizontal control (section) lines and benchmark data
- Connections between proposed pipelines and existing infrastructure identified
- Conceptual quantities identified

Following submittal of Conceptual (30%) Design Documents, City shall distribute submittal documents to applicable stakeholders and/or internal City reviewers. City shall provide comments to Engineer within three (3) weeks after submittal. Engineer shall review and tabulate City review comments and identify preliminary responses within one (1) week. Engineer shall conduct one (1) review comment resolution meeting to review comment responses and resolve questions regarding the comments.

Assumptions

- City will provide technical staff for plan review and comment resolution
- Reviewers will provide comments within three (3) weeks

Deliverables

- *Conceptual (30%) construction plans*
- *1 bond copy, full scale*
- *6 bond copies, half size*
- *1 electronic copy (Adobe PDF)*
- *Engineer's Opinion of Probable Construction Cost*

Task 302: Preliminary (60%) Design Documents

Engineer shall prepare Preliminary (60%) Design documents. Preliminary design documents shall include the following elements:

- *All elements identified in the Conceptual (30%) Design Documents*
- *Conceptual (30%) Design Document review comments incorporated as identified during comment resolution*
- *Pipeline design plan and profile, including identification of utility pothole results and required utility relocations*
- *Construction callouts and preliminary quantities identified*
- *Connections between proposed pipelines and existing infrastructure designed, with preliminary details developed*
- *Pipeline appurtenances identified and preliminary details developed*
- *Preliminary construction details*
- *Preliminary Technical Special Provisions*

The review of the 60% Design Documents shall be completed as a workshop. Applicable stakeholders and City reviewers shall be invited to a meeting, where the progress plans shall be presented and reviewed.

Assumptions

- *City will provide technical staff for plan review at the workshop*
- *Comments will be provided at the meeting*

Deliverables

- *Progress plans to be presented and reviewed at a workshop meeting*
- *Final Conceptual (30%) Design Document Review Comment Resolution Form (Adobe PDF)*
- *Progress technical special provisions (Task 306), as above to be presented and reviewed at a workshop meeting*
- *Engineer's Opinion of Probable Construction Cost (Task 307), as as above to be presented and reviewed at a workshop meeting*

Task 303: Pre-Final (90%) Design Documents

Engineer shall prepare Pre-Final (90%) Design Documents. Pre-Final Design Documents shall be complete construction drawings and specifications suitable for permit submittal and final coordination. Pre-Final Design Documents shall contain the following elements:

- Complete construction drawings suitable for permitting, signed and sealed by a Registered Professional Engineer and marked "Agency Review, Not for Construction".
- Drawings shall be provided in up to 3 packages to allow for separate bidding. Packages to be determined after the 60% submittal.
- Preliminary (60%) Design Document review comments incorporated as identified during comment resolution
- Final pipeline design, including all required construction plans, notes, callouts, quantities and details necessary for bidding and construction
- Technical special provisions for all work and materials not adequately addressed by the referenced standard specifications (Task 306)

Following submittal of Pre-final (90%) Design Documents, Engineer shall provide copies of the documents to the City for distribution. City shall distribute submittal documents to applicable stakeholders, City of Glendale permitting and/or internal City reviewers. City shall provide comments to Engineer within three (3) weeks after submittal. Engineer shall review and tabulate City review comments and identify preliminary responses within one (1) week. Engineer shall conduct one (1) review comment resolution meeting to review comment responses and resolve questions regarding the comments.

Engineer shall submit plans to Maricopa County for permit review as noted in Task 104. Engineer shall document responses to comments and review with City during the comment review meeting.

Assumptions

- City will provide technical staff for plan review and comment resolution
- Reviewers will provide comments within three (3) weeks
- The project will be broken into no more than 3 packages.

Deliverables

- Pre-Final (90%) construction plans
- 8 bond copies, full size
- 1 electronic copy (Adobe PDF)
- Final Preliminary (60%) Design Document Review Comment Resolution Form (Adobe PDF)
- Utility Conflict resolution
- Preliminary technical special provisions for all required elements (Task 306)
- Engineer's Opinion of Probable Construction Cost (Task 307)

Task 304: Final (100%) Design Documents

Following submittal of Final (100%) Design Documents, Engineer shall provide copies of the documents to the City for distribution. City shall distribute submittal documents to applicable stakeholders, City of Glendale permitting and/or internal City reviewers. City shall provide comments to Engineer within three (3) weeks after submittal. Engineer shall review and tabulate City review comments and identify preliminary responses within one (1) week.

Engineer shall conduct one (1) review comment resolution meeting to review comment responses and resolve questions regarding the comments.

Assumptions

- City will provide technical staff for plan review and comment resolution
- Reviewers will provide comments within three (3) weeks
- Only one review meeting will be held, for the 3 packages

Deliverables

- 90% Design Document Review Comment Resolution Form (Adobe PDF)
- Final (100%) construction plans
- 6 bond copies, full size, 2 for Building Safety and 4 for Water Services
- Final technical special provisions (Task 306)

Task 305: Bid Documents

Engineer shall prepare Bid Documents. Bid documents shall be prepared and delivered following approval of the Final (100%) Design Documents by City's Project Manager.

Assumptions

- None

Deliverables

- Bid Documents
- Final drawings, signed and sealed (pdf on CD)
- Final technical sealed special provisions (Task 306, pdf on CD)
- Engineer's Opinion of Probable Construction Cost (Task 307, pdf on CD)

Task 306: Technical Specifications - Special Provisions

Engineer shall prepare technical special provisions for all materials and work not adequately described by the referenced standard specifications and general provisions. Technical special provisions shall be prepared as supplements to the Uniform Standard Specifications for Public Works Construction, including revisions through 2012, sponsored by the Maricopa Association of Governments, and shall be supplementary to the City of Glendale Standard Details and Specifications (Amendment to the Uniform Standard Details and Specifications). Technical special provisions shall incorporate standard specifications developed during the Design Concept Development. The following submittals will be made:

- Conceptual (30%) Design Documents: Specification Outline
- Preliminary (60%) Design Documents: Preliminary technical special provisions for all required elements
- Pre-Final (90%) Design Documents: Pre-Final technical special provisions
- Final (100%) Design Documents: Final sealed technical special provisions
- Bid Documents: Final sealed technical special provisions

Assumptions

- City will provide standard front end boiler plate information, including but not limited to contract documents, general conditions, and general provisions.

- City will be responsible for bid advertisement and notification documents
- City will assemble final contract documents for bid advertisement

Deliverables

- Conceptual (30%) Design Documents: None
- Preliminary (60%) Design Documents: 1 electronic copy (Adobe PDF)
- Pre-Final (90%) Design Documents: 1 electronic copy (Adobe PDF)
- Final (100%) Design Documents: 1 electronic copy (Adobe PDF)
- Bid Documents: 1 electronic copy (Adobe PDF and Microsoft Word files)

Task 307: Opinions of Probable Construction Cost

Engineer shall prepare opinions of probable construction cost for all elements of the project at the 30, 60 and 90 percent document phases. Opinions of cost shall utilize project specific bid item descriptions and numbering consistent with the City's standard format. Unit costs will be developed based on historic bid tab data, material pricing provided by suppliers, and standardized unit price estimating literature (e.g. RS Means). City and Engineer acknowledge that opinions of cost are based on market data available at the time of preparation and do not constitute a guarantee of the construction cost of the proposed improvements. Costs shall be prepared for each package at the 90% submittal.

Assumptions

- City and Engineer will determine bid item list and format for Engineer's Opinion of Probable Cost.

Deliverables

- Conceptual (30%) Design Documents: 1 electronic copy (Adobe PDF on a CD) and 3 hard copies
- Preliminary (60%) Design Documents: 1 electronic copy (Adobe PDF on a CD) and 3 hard copies
- Pre-Final (90%) Design Documents: 1 electronic copy (Adobe PDF on a CD) and 3 hard copies for each of the 3 packages

400 Series Tasks: Bid Phase Services

It is assumed that the project will be constructed under a Design-Bid-Build contract procurement method and bid as 3 packages. City will be responsible for bid advertisement, plan distribution (including any bid addenda), bid opening, review of bids received. Engineer will perform the following services during bidding:

Task 401: Pre-Bid Meeting

Engineer will attend one (1) pre-bid meeting with potential bidders for each of the three packages. Engineer will be prepared to present project summary to potential bidders.

Assumptions

- Minutes will be issued by the City to planholders as an Addenda

Deliverables

- Prepare minutes of meeting

Task 402: Bid Addenda / Response to Questions

Engineer will prepare responses to questions received from bidders and prepare bid addenda to be issued to prospective bidders. City will receive questions and requests for clarifications from potential bidders and provide requests to Engineer.

Assumptions

- All questions will be answered through addenda.
- Addenda will be issued by the City to planholders.

Deliverables

- Bid Addenda (1 electronic copy)

Task 403: Review of Bid Results

Engineer will prepare a summary of bid data and recommendations to the City for award, based on price, reference and completeness of bid.

Assumptions

- Engineer will not attend bid opening.

Deliverables

- Bid Evaluation (1 electronic copy)

4. PHASE II - CONSTRUCTION ADMINISTRATION SERVICES

Phase II is for the construction administration services associated with the construction of the project. It is assumed that the construction will 9 months, over a 12 month period, with the 3 packages overlapping. Specific services to be performed by the Engineer are as follows:

Task Series 500: Construction Services

Task 501: Preconstruction Conference

Engineer will conduct a preconstruction conference with the Contractor, the City and other interested parties prior to issuance of the Notice to Proceed.. The Engineer will conduct the preconstruction meeting, prepare an agenda, take minutes and issue them to all attendees. The preconstruction conference shall include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.

Assumptions

- City will notify all interested parties and affected utilities of the date and time of the preconstruction conference to be held at City Hall

Deliverables

- Meeting Agendas
- Meeting Minutes

Task 502: Inspection Services

The Engineer shall provide an on-site representative to observe construction activities and serve as the City's representative. The on-site representative shall be on site full-time while underground work is underway.

The Engineer shall bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies shall be forwarded to the City project manager for review. The Engineer will resolve any construction-related problems, conflicts or discrepancies with the Contractor and will recommend remedial actions. The Engineer shall take no action involving costs or affecting the schedule without the prior approval of the City project manager. If resolution cannot be obtained at this level the Engineer will inform the City project manager.

The on-site representative shall attend weekly construction meeting with the Contractor, acting as the City's representative. The Engineer's Project Manager shall also attend the weekly meetings.

Assumptions

- Full-time services will be provided during underground installation unless requested otherwise by the City.
- Inspector will attend all construction meetings.

Deliverables

- Daily logs (compiled monthly with Progress Report)
- Meeting Minutes for construction meetings
- Photo record of construction progress

Task 503 Schedule Review and Utility Coordination

The Engineer shall review the construction schedule with particular emphasis on assuring that reasonable time allowances have been made for the work required. Review construction progress with the Contractor and compare that progress with known construction activities and to the monthly progress pay request issued by the Contractor.

The Engineer shall review the Contractor's schedule with particular emphasis on insuring that reasonable time allowances have been made for work required by the various utility companies prior to approval and if applicable. The Engineer will assist in the resolution of any utility conflicts discovered. The Engineer shall initiate any required correspondence to insure that the Contractor remains on schedule.

Assumptions

- None

Deliverables

- None

Task 504 Submittal and Shop Drawing Reviews

The Engineer shall review the Contractor's overall list of submittals and maintain a submittal log for the project. The Engineer shall complete all reviews and coordinate with the City as required for input and with the Contractor as required for any resubmittals. The Engineer shall review drawings and other data submitted by the Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs.

Submittals shall be provided for all documents as indicated in the Contract Documents. It is anticipated reviews shall be completed for review guarantees, bonds, and certificates of inspection, and tests in addition to

manufacturer's information and shop drawings.

Assumptions

- None

Deliverables

- Reviewed submittals
- Submittal Log

Task 505 Weekly Project Meetings

The Engineer shall conduct weekly construction project meetings, prepare an agenda and minutes of the meeting, and distribute to all attendees. The Engineer will provide weekly update reports to the Water Services and Engineering Departments.

Assumptions

- The inspector and the project manager or designate will attend.

Deliverables

- Agenda
- Meeting Minutes

Task 506 Value Engineering:

Engineer will review and make recommendations on any value engineering proposals which the Contractor may submit during the project. No value engineering proposal shall be implemented without the prior approval of the City.

Assumptions

- None

Deliverables

- Evaluation/recommendation memo

Task 507 Control Points:

The Engineer will establish and furnish to the Contractor all necessary baselines and control points which will be used as datum for the work. The actual construction staking will be the Contractor's responsibility. The control data will be illustrated on the design drawings.

Assumptions

- None

Deliverables

- Electronic file of survey control and proposed pipeline data

Task 508 Contractor Payments:

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

Assumptions

- City is responsible for final review and processing of all Contractor Payment Applications.

Deliverables

- Contractor Payment Applications

Task 509 Requests for Information (RFI's):

Engineer shall provide clarifications to construction contract documents and respond when requested by the City or Contractor. The Engineer shall maintain an RFI Log tracking all submitted RFI's.

Assumptions

- None.

Deliverables

- Response to RFI's
- RFI Log

Task 510 Change Orders:

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

Assumptions

- City shall be responsible for all final approval and processing of Change Orders

Deliverables

- Recommendations to the City regarding Change Order Requests

Task 511 Quality Testing

The Engineer shall assist the Contractor in establishing a Contractor Quality Control Program to ensure conformance to applicable plans and specifications with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under the Contract and shall establish an effective level of quality control.

The Engineer shall identify and coordinate with the Contractor all required acceptance material tests required by the City, project specifications and consist with MAG, and other governing standards. The Contractor shall be responsible for the cost, scheduling and coordinating of all required tests and shall provide all necessary source sampling and factory acceptance tests, results and inspection information to the Engineer for review and comment. It

shall be the Engineer's responsibility to provide any additional control assurance tests necessary to verify the Contractor's compliance with the project plans and specifications.

Assumptions

- Quality testing will be the responsibility of the Contractor, based on an approved plan

Deliverables

- Testing results (directly from testing company)

Task 512 Substantial Completion:

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

Assumptions

- Contractor will notify Engineer when work is substantially complete

Deliverables

- Punch List

Task 513 Final Completion and Payment:

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

Provide written recommendations concerning final payment to the City, including a list of closeout items, if any, to be completed prior to making such payment.

Assumptions

- None

Deliverables

- Recommendation for payment
- List of Close-out items

Task 514 Project Closeout:

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

Assumptions

- None

Deliverables

- Close-out Documents

Task 515 Record Drawings

The Engineer shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to Water Service upon completion of the work. The Engineer will provide one set of record drawings on bond paper and on a computer disk in the appropriate format of ACAD approved by the City. The Engineer will provide a second set of record drawings in PDF format. Each drawing sheet shall be presented as a separate PDF file and shall include the seal and signature of the engineer of record. The seal and signature of the engineer of record is not required on the ACAD files.

The RECORD DRAWING signature block on the cover sheet must be filled out and signed by the Engineer.

Assumptions

- None

Deliverables

- Record Drawings (full size paper copy)
- Record Drawings (pdf)
- Record Drawings (AutoCAD files)

Task 516 Approval of Construction Permit

The Engineer shall compile the testing data and record drawings and prepare the Approval of Construction documentation for Maricopa County Environmental Services.

Assumptions

- None

Deliverables

- Approval of Construction Permit

Task 518 One-Year Warranty Inspection:

The Engineer will conduct, with the assistance of the City, a one-year warranty inspection. The Engineer will prepare a punch list of deficient items discovered during the one-year inspection. The Engineer should anticipate subsequent inspections in order to insure completion of any identified deficient items discovered during the one-year inspection.

Assumptions

- None

Deliverables

- Punch List of Deficient Items

Task Series 600: Reimbursable Expenses Allowance

City shall reimburse Engineer for direct costs identified in this Scope of Work. Reimbursable expenses will be paid by Engineer and reimbursed at-cost by the City. The following tasks are anticipated to require reimbursable expenses:

Task 601: Printing, Plotting and Graphics Reproduction

City shall reimburse Engineer for direct costs associated with printing, plotting and graphics reproduction. Printing, plotting and graphics costs shall include production of submittals and internal printing costs.

Task 602: Travel

City shall reimburse Engineer for direct costs associated with travel, including mileage, parking and meals, should a meeting time require the staff to be away from the office through lunch. This item includes \$100 per day expenses for the full-time site inspector.

Task 603: Permit Fees

Permit fee for the Maricopa County Environmental Services Approval to Construct non-expedited review process fee is included within the allowance item. Refer to Task 104 for additional information about the application. All other permit and application fees identified shall be paid by Owner at the time of permit submittal.

Task Series 700: Sub-Consultant Fees

City shall reimburse Engineer for direct costs identified in this Scope of Work for Sub-Consultant work. The following tasks are anticipated to require reimbursable expenses:

Task 701: Public Involvement

Engineer will provide support services for City's public involvement process. As part of the public involvement and outreach for this project, Engineer will:

- coordinate during design to understand the community impacts and provide information for impacts such as potholing or utility work to prepare for construction.
- coordinate with the project team to determine the proposed schedule and sequencing for the projects.
- coordinate with contractor for traffic control signs that display project hotline number.
- work with Glendale Marketing to develop an initial press releases for the project, and to review any project materials/information to be distributed.
- work with City of Glendale Webmaster to develop a webpage for the project.
- develop individual flyers for distribution to residents and/or businesses in the specific impacted areas to provide contact information and project information, so they can better understand the project impacts.
- collect contact information when appropriate from businesses for e-updates when the specific project duration warrants ongoing information.
- provide information to City Council, Management, Transportation (Traffic Control), and Engineering related to upcoming construction.
- coordinate with project team and owners to develop and distribute initial project information so those effected may find alternate routes of travel if necessary.
- coordinate with property management or HOA's for larger communities or business centers near the project areas so they will be aware of the work and the project team can understand potential issues to assist in resolving those. attend project meetings to identify potential community impacts and issues, and keep track of meeting notes and updates to team.
- attend project meetings to identify potential community impacts and issues, and keep track of meeting notes and updates to team.

The following two items are presented as allowances. This work could potentially be completed as part of the Contractor's scope of work instead of part of the Engineer's scope.

- provide door hangers notifications for water service disruptions related to construction.
- establish a project hotline for the project with a live response 24 hours a day.

Assumptions

- Public Involvement will be initiated between the 60% and 90% design completion
- 2 public meetings held at City of Glendale facilities in the vicinity of the Project.
- City will provide meeting notification, publicity and invitations
- Hotline will be maintained throughout construction

Deliverables

- Web page information
- Presentation boards depicting project alignment for public meeting
- Project summary handout
- Door knockers during construction

Task 702: Potholes

Potholes will be completed as an allowance for this project. An allowance for 85 holes at \$900 per hole has been included based on preliminary discussion with KC Locate. Prices for potholes will be negotiated during the project depending on availability of the various firms. The price per pothole will include all traffic control, permits and survey of locations. A sealed pothole log will be provided. Task 204 describes the coordination aspects associated with the potholing.

Task 703: Geotechnical Investigation

Engineer will complete a geotechnical investigation to provide recommendations for construction of the proposed waterlines. The geotechnical investigation will be completed by Ninyo and Moore. The engineering team will coordinate with the geotechnical engineer as described in Task 205. The geotechnical scope shall include the following:

- Perform geologic research by reviewing readily available as-built documents, published and in-house geotechnical literature of the site and the general site area including geologic maps and stereoscopic aerial photographs.
- Obtain appropriate City of Glendale right of way and/or permissions to conduct the field work.
- Conduct a walking geologic reconnaissance of the project site, selection, and marking out of proposed boring locations.
- Contact Arizona Blue Stake for underground utility clearance prior to drilling.
- Arrange for appropriate traffic control services to be implemented during our field activities.
- Drill up to twenty (20) borings that will extend 10 to 20 feet below the ground surface (bgs). The borings will be located at key directional drilling locations and along the proposed alignments spaced about 1,500 feet apart. The borings are proposed to be advanced with a two-wheel drive, truck-mounted drill rig equipped with hollow-stem augers.

- Collect soil samples in the borings at 2.5- to 5.0-foot intervals using American Society for Testing and Materials (ASTM) Methods D-1586 (standard penetration test [SPT] with splitbarrel sampling of soils) and D-3550 (ring-lined barrel sampling of soils) for laboratory testing and analysis.
- Prepare a geotechnical report for the project to include classifications of the exploratory samples, results of the laboratory testing and recommendations for construction of the waterline. The report will include a cover letter sealed by a Professional Engineer licensed in the State of Arizona.

Assumptions

- None

Deliverables

- Geotechnical Report

Task Series 800: Owner Contingency

City shall reimburse Engineer for additional approved work from their contingency fund.

Task 801: Owner Contingency

The use of Owner Contingency shall only be used for additional scope and cannot be used without prior approval of the City.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C
Professional Services Agreement
CITY OF GLENDALE
WATERLINE IMPROVEMENTS, VARIOUS LOCATIONS
DESIGN & CONSTRUCTION ADMINISTRATION SERVICES
CITY PROJECT NO. 131424
PROJECT SCHEDULE

Activity	Duration
Design/Permitting Completion	
Survey and 30% Design	100
Glendale Review of 30% Design	21
Prepare 90% Plans	100
Glendale and MCESD Permit Review	28
Prepare Review 2nd Submittal	14
Glendale and MCESD Permit Review	21
Final Approved Plans	0
Total Design Time	
Construction schedule will be determined by the Contractor(s)	
- Estimated to be 9 months over a 12-month period, with 3 contracts.	

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Stantec Consulting Services, Inc., for full completion of all work required by the Project during the entire term of the Project must not exceed \$826,912.00.

DETAILED PROJECT COMPENSATION

See attached spreadsheets for detail

Project Name Design and Construction Fee Schedule	
TASK	COST
Task 1- General Project Administration	\$72,848.00
Task 2 - Preliminary Design and Field Investigation	\$102,914.00
Task 3 – Detailed Design	\$146,538.00
Task 4 – Bid Phase Services	\$15,968.00
Task 5 – Construction Services	\$236,134.00
Consultant's Reimbursable Expenses	\$25,660.00
Sub-Consultants	\$126,850.00
Owner Allowance	\$100,000.00
TOTAL PROJECT COST:	\$826,912.00

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.