

PROFESSIONAL SERVICES AGREEMENT
Overhead Lane Control Signs
Maryland Avenue
95th to 99th Avenue

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Stanley Consultants Inc., a Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 28 day of APRIL, 2015 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

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

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

d. Subcontractors.

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

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

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

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

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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 \$214,288 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.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts

or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).
- 8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

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:

Dave Sabers
1661 E. Camelback Rd., Suite 400
Phoenix, Arizona 85016

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

City of Glendale
c/o Trevor Ebersole
6210 W. Mrytle Ave., Suite 112
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

12. Entire Agreement; Survival; Counterparts; Signatures.

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

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

12.2 Interpretation.

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

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

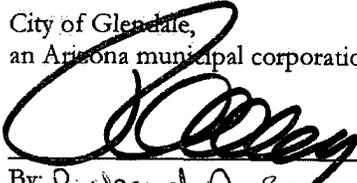
- 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a two year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with Exhibit E. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit 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.

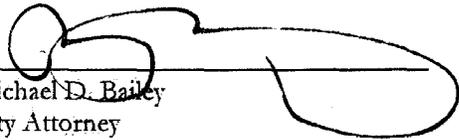
City of Glendale,
an Arizona municipal corporation


By: Richard A. Bobers
Its: Acting City Manager

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

Stanley Consultants, Inc.
a Corporation

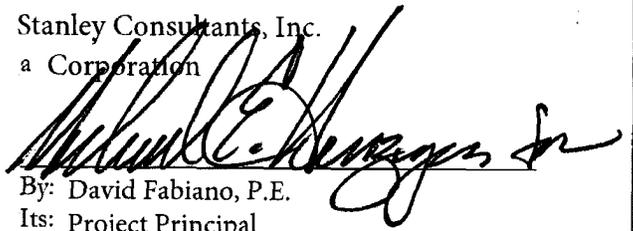

By: David Fabiano, P.E.
Its: Project Principal

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

**Exhibit A:
Project Understanding**



**MARYLAND AVENUE: 95TH TO 99TH AVENUE
LANE CONTROL SIGNAL**

PROJECT UNDERSTANDING

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

- Installation of fiber optic communication cable, conduit, pull boxes and communication equipment along Maryland Avenue, from 95th Avenue to 99th Avenue;
- Installation of Dynamic Message Signs (DMS) at two locations;
- Installation of four lane control signal bridges with overhead lane control signs;
- Installation of new lane control signal central system; and,
- Connection of DMS and lane control signal equipment to central systems.

Stanley understands that the proposed project will be utilizing federal funds for construction of the proposed improvements and will be administered by ADOT Local Government. The project will be prepared in accordance with the ADOT Local Public Agency (LPA) process and is expected to include:

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

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

**Exhibit B:
SCOPE OF WORK**



**MARYLAND AVENUE: 95TH TO 99TH AVENUE
LANE CONTROL SIGNAL**

SCOPE OF WORK

Task 1.0 Project Management & Administration

The hours associated with this task includes up to 54 hours of project management and administration. Project management and administration includes project development and set up, monthly progress reporting, monitoring and updating the schedule, and monthly billing activities for the duration of the project. This task also included preparation of subconsultant contracts and process of subconsultant invoices. Project duration is expected to be 18 months with an estimated start date of February 2016 through July 2016 for the project assessment and design phase of this project.

Task 2.0 Project Meetings

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

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

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

Task 3.0 Right of Way Investigation and Clearance

It is assumed that all components of fiber communication systems and lane control signal bridges can all be installed within the existing right of way. Therefore, right of way or

**Exhibit B:
SCOPE OF WORK**



**MARYLAND AVENUE: 95TH TO 99TH AVENUE
LANE CONTROL SIGNAL**

temporary construction easement legal descriptions and exhibits will NOT be necessary or included in the scope of this work. The work associated with this task includes right of way investigation to ensure and illustrate that work is being done with the public right of way and obtain the right of way clearance.

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

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

Task 4.0 Utility Coordination and Clearance

Utility relocation is NOT anticipated to be required for this project. It is assumed that all utility conflicts will be mitigated. It is further assumed that pot-hole data will not be necessary.

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

Task 5.0 Environmental and Clearance

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

**Exhibit B:
SCOPE OF WORK**



**MARYLAND AVENUE: 95TH TO 99TH AVENUE
LANE CONTROL SIGNAL**

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

Archaeological Consulting Services, Ltd. (ACS) take the lead on the preparation of the CE document, and will conduct biological, cultural resources, and hazardous materials investigations as required to meet ADOT/NEPA requirements. The following discussion and the attached ACS proposal outlines the environmental clearance scope and assumptions. ACS documents will be reviewed by Stanley for quality and completeness.

Natural Environment/Biology – Work effort provided by ACS, see *the attached ACS scope, estimate, and assumptions for details of this task.*

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

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

Section 4(f) – ACS will determine that there will be no potential to impact Section 4(f) eligible resources in the project area. It is assumed that no Section 4(f) resources are located within or adjacent to the project limits.

Land Use – ACS will confirm the nature of adjacent land uses and that there will be no direct impacts to land use as a result of this project.

Air and Noise - Minimal effort is anticipated by ACS to determine that project impacts associated with air and noise quality will only occur during construction and that those impacts will be temporary in nature. No air or noise modeling will be performed as a part of this scope of work.

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

Utility Impacts – Stanley will identify existing utilities within the project limits as part of the utility coordination scope of work. It is assumed that there will be no impacts to utilities during construction that will require coordination with adjacent property owners due to interruption of utility service.

Hazardous Material Evaluation – Work effort provided by ACS, see *the attached ACS scope, estimate, and assumptions for details of this task.*

**Exhibit B:
SCOPE OF WORK**



**MARYLAND AVENUE: 95TH TO 99TH AVENUE
LANE CONTROL SIGNAL**

Arizona Pollutant Discharge Elimination System (AZPDES) – Stanley will calculate the total area of ground disturbance during construction and confirm that a SWPPP is not required. SWPPP is not included in this scope of work. If determined to be necessary, SWPPP will be provided as an out of scope service.

Socioeconomic – ACS will determine the extent and nature of temporary and permanent impacts on neighborhoods and residents related to access to properties by residents and emergency services, access to nearby businesses and services, access for parking, and overall circulation. It is assumed that access will be maintained throughout construction and there will be no temporary or permanent disruption to neighborhood continuity.

Cultural Resources – provided by ACS, see the attached ACS scope, estimate, and assumptions for details of this task. All cultural resources documents will be reviewed by Stanley for quality and completeness.

Public and Agency Scoping - Owners of properties that lie adjacent to the Glendale ROW within the project limits will be notified of the scope and intent of the project and offered an opportunity to share their concerns and specific needs as they relate to construction of the property. It is assumed ACS will prepare verbiage for letters and/or mailers and that printing and distribution will be performed by the City of Glendale. ACS will compile and summarize any received responses.

Prepare Environmental Documents & Clearance Memo - The primary ACS effort under this task will be the coordination of the individual discipline efforts, the preparation of the CE Condensed Clearance Memo (CCM), and coordination of document reviews for technical reports and the CE. Other efforts under this task include coordination with project engineers to fully define the scope, purpose, and need for the project, and to determine the extent of impacts and measures to minimize and/or mitigate those impacts.

Coordinate City and ADOT Reviews & Revisions - ACS will submit the CE Condensed Clearance Memo (CCM) to the City and ADOT for review, prepare a response to comments, and prepare one revision to the Clearance Memo.

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

Task 6.0 ITS Design, Project Assessment, PS&E

6.1 Data Collection

- Stanley will collect and review roadway as built plans, ITS as built plans, traffic signal plans, right of way and utility plans within the project limits.

**Exhibit B:
SCOPE OF WORK**



**MARYLAND AVENUE: 95TH TO 99TH AVENUE
LANE CONTROL SIGNAL**

- Stanley will conduct a field investigation, which will consist of:
 - (a) Inventory of each signalized intersection to verify signal cabinet and controller type and capacity,
 - (b) Capacity and quality of existing conduit, and
 - (c) Potential conflicts with the proposed design.

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

6.2 Base Design File Preparation

Base design file will be done in AutoCAD, using the data collected, as built plans, right-of-way plans, and utility mapping received. Stanley has identified AutoCAD as the preferred CADD package. However, prior to doing any CADD work, Stanley will verify ADOT's recommended CADD requirements and perform CADD work in accordance with ADOT recommended requirements.

6.3 Project Assessment & Systems Engineering Checklist

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

- Stanley's proposal includes Stage I (15%) plans with the initial (PA) and Stage II (30%) plans with the final PA submittal. The Stage I and Stage II plans will be limited to the four ITS Infrastructure Layout sheets.
- Stanley will prepare the System Engineering Checklist to be submitted with final PA for approval. System Engineering Checklist will be revisited at Stage III.
- Prior to submittal of the initial PA, Stanley will present the preliminary results and cost estimate to the City.
- Upon receipt of initial PA review comments from the project team, Stanley will compile comments into one comprehensive document. Initial responses will be defined and resolved through coordination with the project team. Final responses will be based on comment resolution. Comments will be incorporated in the final PA.

**Exhibit B:
SCOPE OF WORK**



**MARYLAND AVENUE: 95TH TO 99TH AVENUE
LANE CONTROL SIGNAL**

6.4 Plan, Specifications & Estimate (PS&E)

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

- Fiber Communication and CCTV Plan sheets will be prepared at 1 inch = 40 foot scale.
- Plan sheets will be prepared using AutoCAD and on 22" x 34" sheets so half size scalable 11" x 17" can be submitted at each stage to the project team. Construction plan set is expected to consist of 33 sheets, which can be described as follows sheets:
 - One (1) Cover Sheet
 - Five (5) ADOT Standard Sheets
 - Two (2) general and ITS infrastructure construction notes and legend Sheets
 - Four (4) ITS Infrastructure Sheets - Fiber Communication, Lane Control Signal and DMS Locations
 - Eight (8) ITS Infrastructure Detail Sheets (Vault, trench/directional drill details, pull box, device cabinet, signal controller)
 - One (1) Structural Design & Construction Notes Sheet
 - One (1) Structural Plan Elevation & Tabulation Sheet
 - One (1) Structural Steel & Connections Detail Sheet
 - One (1) Base Anchor & Foundation Detail Sheet
 - One (1) DMS & LCS Mounting Detail Sheet
 - One (1) Communication System Architecture Sheet
 - One (1) Communication Schematic Diagram
 - Two (2) Splicing and Field Switch Detail Sheets
 - Two (2) Lane Control Signal Operational Sequence Sheets
 - One (1) Traffic Control Notes & Quantities Sheet
 - One (1) Project Advance Signing Sheet
 - One (1) Traffic Control Activities & MOT Matrix Sheet
 - One (1) Detour Trailblazing Layout Sheet
- Stanley will evaluate through coordination with Glendale fiber termination points that will fall within the project environmental clearance limits and define opportunities to create redundant system.
- Stanley will perform fiber communication design including fiber optic conduit, cable, pull boxes/vaults, and node switch in accordance with the City of

**Exhibit B:
SCOPE OF WORK**



**MARYLAND AVENUE: 95TH TO 99TH AVENUE
LANE CONTROL SIGNAL**

- Glendale ITS standards and specifications. Specifications will be prepared in accordance with ADOT requirements.
- Stanley through coordination with Glendale will determine and prepare a public interest finding letter (PIF) for ITS equipment required for the project.
 - Fiber optic slicing details will be provided by Stanley. Splice details will be included in the construction plan set and expected at the following locations:
 - Maryland Avenue and 95th Avenue
 - Maryland Avenue and 99th Avenue
 - Maryland Avenue and SR101L HOV Ramp
 - Stanley will perform structural analysis to the lane control signal bridge in accordance with ADOT and City of Glendale standards and specifications.
 - Geotechnical analysis for the lane control signal structure foundation will be provided by Ninyo & Moore. See *the attached Ninyo & Moore scope, estimate, and assumptions for details of this task*. Ninyo & Moore documents will be reviewed by Stanley for quality and completeness.
 - Stanley will determine the new lane control signal system operational sequence through the coordination with the City of Glendale using the existing area traffic control plans.
 - Stanley will assess maintenance of traffic during the project assessment. Restrictions will be defined and documented in the project assessment. MOT design is limited to construction phasing matrix that will reference standard traffic control details in accordance with Glendale, ADOT, and Part VI of the MUTCD. Specifications will be prepared in accordance with ADOT C&S and Glendale requirements.
 - Estimates and bid item numbers will be prepared in accordance with ADOT C&S requirements. Stanley will prepare back up calculations for submittal to ADOT C&S at 95% submittal.
 - PS&E will be submitted at III (60%), IV (95%), & Final (100%). Upon receipt of review comments at each stage, Stanley will compile comments into one comprehensive document. Initial responses will be defined and resolved through coordination with the project team. Final responses will be based on comment resolution. Written comments will be distributed with each submittal PS&E Deliverables.
 - Stanley will develop an FTP site to be utilized for downloading and distribution of the project assessment, plans, specs, and estimate at each stage of the project for review and comment. Six (6) half size (11"x17") hard copies will be prepared and submitted to ADOT Local government (PM), ADOT EPG Lead, ADOT U&RR Lead, ADOT ROW Lead, City of Glendale (PM), and Stanley file for review and comment.

**Exhibit B:
SCOPE OF WORK**



**MARYLAND AVENUE: 95TH TO 99TH AVENUE
LANE CONTROL SIGNAL**

Task 7.0 Post Design Services

Post design services can be described as:

- 7.1 Stanley includes up to 18 hours of project management and administration during post design. Project management and administration includes monthly progress reporting, monitoring, and monthly billing activities for the duration of the post design services phase. The duration is estimated to start in August 2016 through July 2017 (12 month) for Post Design Services phase of this project.
- 7.2 Stanley will prepare for and attend up to four (4) meetings. Meeting will be attended by one engineer.
- 7.3 Stanley will review, coordinate with City and respond construction RFI's by the Contractor. This task includes up to 54 hours.
- 7.4 Stanley will review shop drawings submitted by the contractor and coordinate the review with city staff.
- 7.5 Stanley will prepare as built plans based on redlines received. Deliverable to ADOT and Glendale will consist of two half size (11 x 17) bond and PDF electronic copy of the as built plans for review.
- 7.6 Upon completion of the review, a CD will be prepared containing the as built documents and half size bond copy. Deliverable to the City will include full size reproducible Mylar and CD containing electronic copies of the CADD and electronic submittals.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

STANLEY CONSULTANTS

EXHIBIT D: FEE ESTIMATE AND MAN HOUR BREAKDOWN
 Maryland Avenue: 95th to 99th Avenue Lane Control Signal Project
 Prepared by Stanley Consultants on 12/19/2014 - Revision 2
 Page 1 of 1

COST PROPOSAL SUMMARY

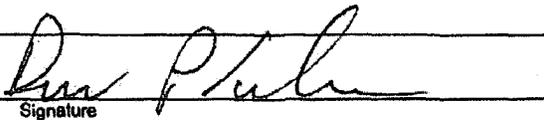
PROJECT ASSESSMENT AND DESIGN PHASE ESTIMATED LABOR			
Classification	Estimated Workhours	Billing Rate	Costs
Project Manager	177	\$ 170.00	\$ 30,080
QA/QC Manager	33	\$ 195.00	\$ 6,435
Sr. Project Engineer	60	\$ 185.00	\$ 11,100
Project Engineer	55	\$ 165.00	\$ 8,525
Engineer/Designer	263	\$ 125.00	\$ 32,875
Environmental Manager	8	\$ 195.00	\$ 1,560
Sr. Structural Engineer	103	\$ 155.00	\$ 15,965
Utility Coordinator	42	\$ 125.00	\$ 5,250
Technician/Drafter	282	\$ 95.00	\$ 26,790
Secretary/Clerical	48	\$ 90.00	\$ 4,320
	<u>1,071</u>		
Total Estimated Labor			\$ 142,910

POST DESIGN SERVICES ESTIMATED LABOR			
Classification	Estimated Workhours	Billing Rate	Costs
Project Manager	42	\$ 170.00	\$ 7,140
QA/QC Manager	0	\$ 195.00	\$ -
Sr. Project Engineer	7	\$ 185.00	\$ 1,295
Project Engineer	24	\$ 155.00	\$ 3,720
Engineer/Designer	42	\$ 125.00	\$ 5,250
Environmental Manager	0	\$ 195.00	\$ -
Sr. Structural Engineer	4	\$ 155.00	\$ 620
Utility Coordinator	13	\$ 125.00	\$ 1,625
Technician/Drafter	18	\$ 88.00	\$ 1,584
Secretary/Clerical	18	\$ 62.00	\$ 1,116
	<u>168</u>		
Total Estimated Labor			\$ 22,350

ESTIMATED DIRECT EXPENSES				
	Quantity	Copies	Submittals	Price
Project Assessment Reprographics	30	6	2	\$ 0.20 \$ 72
Plan Reprographics (11x17)	36	6	4	\$ 0.30 \$ 259
Postage/Delivery (ADOT/Glendale/Utilities)	1	3	3	\$ 15.00 \$ 135
Mileage (12Mtg & 4 Field)	640	1	1	\$ 0.56 \$ 358
Total Estimated Direct Expenses				\$ 825

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS	
Outside Consultant	
ACS (Hazmat, Cultural, & Natural Environmental Services)	\$ 26,081
Arcadis (ITS Communications / QA)	\$ 5,783
Ninyo & Moore (Geotech)	\$ 16,339
Total Estimated Outside Services	
	\$ 48,204

Total Estimated Labor	\$ 165,260
Total Estimated Direct Expenses	\$ 825
Total Estimated Outside Services	\$ 48,204
TOTAL LUMP SUM ESTIMATE	
	\$ 214,288


 Signature

December 19, 2014
 Date

EXHIBIT D - FEE ESTIMATE AND MAN HOUR BREAKDOWN
 Maryland Avenue, 95th to 98th Avenue Lane Control Signal Project
 Prepared by Stanley Consultants on 12/19/2014 - Revision 2

TASK NO.	PROJECT MANAGEMENT AND ADMINISTRATION	SCALE	NO. SHTS	HR/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Engr. Designer	Envr. Manager	Sr. Struc. Engr.	Utility Coor.	Tech./ Drafter	Sec./ Clerical
TASK 1.0: PROJECT MANAGEMENT AND ADMINISTRATION															
	Project Setup, Billing, Control (18 months)	NA	NA	NA	54	36	0	0	0	0	0	0	0	0	18
					54	36	0	0	0	0	0	0	0	0	18
TASK 2.0: PROJECT MEETINGS															
	Kick Off Meeting	NA	NA	NA	9	4	0	0	0	2	0	0	0	0	1
	Initial Project Assessment Comment Resolution & Progress Meeting	NA	NA	NA	7	4	0	0	0	2	0	0	0	0	1
	Final Project Assessment Comment Resolution & Progress Meeting	NA	NA	NA	7	4	0	0	0	2	0	0	0	0	1
	Stage II (60%) Comment Resolution & Progress Meeting	NA	NA	NA	7	4	0	0	0	2	0	0	0	0	1
	Stage IV (65%) Comment Resolution & Progress Meeting	NA	NA	NA	7	4	0	0	0	2	0	0	0	0	1
	Pre-Bid Meeting	NA	NA	NA	9	3	0	0	0	3	0	0	0	0	1
					46	23	0	0	0	13	0	0	0	0	5
TASK 3.0: RIGHT OF WAY INVESTIGATION AND CLEARANCE															
	Right of Way Investigation and Mapping	NA	NA	NA	17	2	1	0	0	4	0	0	0	0	2
	Right of Way Clearance Document and Coordination	NA	NA	NA	14	4	0	0	0	4	0	0	0	10	0
					31	6	1	0	0	12	0	0	0	10	2
TASK 4.0: UTILITY COORDINATION AND CLEARANCE															
	Utility Investigation and Mapping	NA	NA	NA	28	2	0	0	0	2	0	0	8	16	0
	Utility Meetings (3 meetings)-PA/Stage II, Stage III, & Stage IV	NA	NA	NA	21	6	0	0	0	3	0	0	9	0	3
	Utility Conflict Review Submittals and Resolution (5 Agencies Assumed)	NA	NA	NA	50	5	0	0	5	15	0	0	5	16	4
	Utility Coordination and Clearance Letter	NA	NA	NA	28	4	1	0	0	8	0	0	8	0	2
					122	17	1	0	5	26	0	0	30	32	9
TASK 5.0: ENVIRONMENTAL CLEARANCE															
	(See ACS Scope & Fee Estimate)														
	Natural Environment	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Floodplains	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Section 404	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Section 4(f)	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Land Use	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Air and Noise	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Construction Related Impacts	NA	NA	NA	4	0	0	0	0	0	0	0	4	0	0
	Utility Impacts	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Historical Materials	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	SPDES	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Socioeconomic	NA	NA	NA	6	0	0	0	0	0	0	0	0	2	0
	Cultural Resources	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Public/Agency Scoping	NA	NA	NA	0	0	0	0	0	0	0	0	0	0	0
	Prepare Environmental Document & Clearance Memo	NA	NA	NA	12	6	2	0	0	0	4	0	0	0	0
	Coord. City and ADOT Reviews/Revisions	NA	NA	NA	2	2	0	0	0	0	0	0	0	2	0
					24	8	2	0	4	0	4	0	4	2	0

EXHIBIT D - FEE ESTIMATE AND MAN HOUR BREAKDOWN
 Maryland Avenue 98th to 99th Avenue Lane Control Signal Project
 Prepared by Stanley Consultants on 12/19/2014 - Revision 2

TASK NO.	ITS DESIGN PROJECT ASSESSMENT AND PS&E	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Eng./ Designer	Envr. Manager	Sr. Struc. Eng.	Utility Coord.	Tech./ Drafter	Sec./ Clerical
1	Data Collection	NA	NA	23	20	4	0	0	2	8	0	0	2	4	0
2	Base Design File Preparation	NA	NA	20	23	1	0	0	0	4	0	0	2	18	0
3	Project Assessment (Initial and Final PA)	NA	NA	100	100	20	4	8	4	32	4	4	4	12	8
4	Stage I & II Plans - ITS Infrastructure Layout Sheets	NA	4	18	70	8	2	4	8	24	0	0	0	24	0
5	Stage III, IV, V Plans - Cover Sheet	NA	1	11	11	1	0	0	0	4	0	0	0	6	0
6	Stage III, IV, V Plans - ADOT Standard Sheets	NA	5	7	7	1	0	0	0	2	0	0	0	4	0
7	Stage III, IV, V Plans - ITS Infrastructure Detail Sheets (From Stage I and II)	40	NA	22	40	2	2	0	2	6	0	0	0	8	0
8	Stage III, IV, V Plans - ITS Infrastructure Detail Sheets	NA	8	11	90	12	2	0	12	32	0	0	0	32	0
9	Stage III, IV, V Plans - Structural Design & Construction Notes Sheet	NA	1	28	28	2	1	3	0	0	0	10	0	12	0
10	Stage III, IV, V Plans - Structural Plan, Elevation & Tabulations Sheet	20	1	30	30	2	1	3	0	0	0	12	0	12	0
11	Stage III, IV, V Plans - Structural Steel & Connections Detail Sheet	1/4" = 1'	1	30	30	2	1	3	0	0	0	12	0	12	0
12	Stage III, IV, V Plans - Base Anchor & Foundation Detail Sheets	1/4" = 1'	1	33	33	2	1	6	0	0	0	12	0	12	0
13	Stage III, IV, V Plans - DMS & LCS Mounting Detail Sheet	1/4" = 1'	1	32	32	2	1	5	0	0	0	12	0	12	0
14	Stage III, IV, V Plans - Communication System Architecture Sheet	NA	1	16	16	1	1	0	2	6	0	0	0	6	0
15	Stage III, IV, V Plans - Communication System Diagram Sheet	NA	1	16	16	1	1	0	2	6	0	0	0	6	0
16	Stage III, IV, V Plans - Signaling and Field Switch Detail Sheets	NA	2	21	42	2	2	0	4	18	0	0	0	18	0
17	Stage III, IV, V Plans - Lane Control Signal Operational Sequence Sheet	NA	2	21	42	2	2	0	4	18	0	0	0	18	0
18	Stage III, IV, V Plans - Traffic Control General Notes & Quantities Sheet	NA	1	17	17	1	1	2	0	6	0	0	0	6	0
19	Stage III, IV, V Plans - Project Control Activities & MOT Matrix Sheet	NA	1	19	19	2	1	4	0	8	0	0	0	8	0
20	Stage III, IV, V Plans - Project Advance Signage Sheet	NA	1	27	27	2	1	4	0	12	0	0	0	12	0
21	Stage III, IV, V Plans - Detour Traffic Signs Sheets	NA	1	29	29	2	0	4	0	12	0	0	0	12	0
22	Structural Analysis	NA	NA	NA	45	2	0	12	0	0	0	32	0	0	0
23	Specifications (Stage III, IV, & V)	NA	NA	NA	22	4	2	2	2	8	0	2	0	0	4
24	Cost Estimates (PA, PPA, Stage II, & Stages III, IV, & V)	NA	NA	NA	22	4	2	2	2	8	0	2	0	0	4
25			33	24	794	87	29	60	46	210	4	86	8	238	14
PA AND DESIGN SUBTOTAL															
1071															

TASK NO.	POST DESIGN SERVICES	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Eng./ Designer	Envr. Manager	Sr. Struc. Eng.	Utility Coord.	Tech./ Drafter	Sec./ Clerical
1	Project Setup, Billing, Control (12 months)	NA	NA	18	18	12	0	0	0	0	0	0	0	0	6
2	Meetings (4 meetings)	NA	NA	12	12	6	0	0	2	4	0	0	0	0	0
3	Construction Coordination & RPT's	NA	NA	54	54	6	0	4	12	16	0	6	4	0	6
4	Shop Drawing Review	NA	NA	34	34	10	0	2	4	8	0	6	0	0	4
5	As Built Sign Preparation	NA	NA	29	29	4	0	0	2	6	0	1	0	16	0
6	Project Close Out	NA	NA	21	21	4	0	1	4	8	0	0	0	2	2
POST DESIGN SERVICES SUBTOTAL															
168															

PROJECT TOTAL															
1239															
219															
33															
87															
79															
305															
8															
116															
46															
300															
66															

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

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

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$214,288.

DETAILED PROJECT COMPENSATION

See attached spreadsheet for cost estimate.

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.