

PROFESSIONAL SERVICES AGREEMENT

FY 2014/2015 Pavement Management Program Design and Construction Administration Services
City of Glendale Engineering Department
City of Glendale Project No 131428

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Ritoch-Powell & Associates Consulting Engineers, Inc, an Arizona Corporation, ("Consultant") as of the 04 day of November, 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**
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

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

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

d **Subcontractors**

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

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

3. **Consultant's Work.**

3 1 Standard Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement

3 2 Licensing Consultant warrants that:

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

3 3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City

3 4 Coordination, Interaction

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

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

3.5 Work Product

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

4. **Compensation for the Project.**

- 4.1 Compensation Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$2,131,123.40 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 \$2,000,000 per occurrence and \$4,000,000 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 \$2,000,000 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 \$2,000,000 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

Frank E Henderson III, P E
Vice President/Senior Project Manager
Ritoch-Powell & Associates
5727 N 7th Street, Suite 120
Phoenix, AZ 85014

- 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 Tom Kaczmarowski, P E
Sr Civil Engineer - Engineering Department
City of Glendale - Suite 315
5850 West 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 two (2)-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, 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, if any, will only be reviewed during the Agreement renewal period and will be determining factor for renewal. 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

Ritoch-Powell & Associates, Inc ,
an Arizona Corporation



By Karl G Obergh, P E
Its President & CEO

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

**Exhibit A Project
Description
FY 2014/2015 Pavement Management Program Design and
Construction Administration Services
City of Glendale
Engineering Department
City of Glendale Project No. 131428**

INTRODUCTION / DESCRIPTION

City intends to complete rehabilitation on several street segments identified in the City's 2013 Pavement Management Analysis Report (Report) during Fiscal Year (FY) 2014/2015. The Report identified City street segments requiring routine maintenance such as patching, crack sealing and surface treatments. Other street segments were in poorer condition and require pavement overlays or full reconstruction. The approximate street miles for each of the proposed FY 2014/15 pavement treatments are.

- Thick overlay (3" or over) – 0.5 miles
- Thin to moderate overlay (less than 1.5" to 3") – 15 miles
- Surface treatment (micro surfacing or slurry seals) – 34 miles
- Full reconstruction - 2 miles Camelback Road (43rd Avenue to 58th Avenue)

This contract scope is to provide design and construction administration services for the street segment improvements identified in the Analysis Report and upgrade existing noncompliant sidewalk ramps and driveways where required to comply with current American with Disabilities Act (ADA) requirements

PROJECT TEAM

Karl Obergh - Principal
Pete Hemingway - QA/QC (Design Services)
Frank E. Henderson III - Project Manager
Keith Drunasky - Roadway Design
Ryan Circello - GIS Mapping/ADA Compliance
Phil Lorenz - Lead Inspector
Steve Nowaczyk (Ninyo & Moore) - Geotechnical Engineering
Kirstin Tvedlen (Ninyo & Moore) - Construction QA/QC
Teresa Makinen (MakPro) - Public Outreach

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

Exhibit B
Scope of Work
FY 2014/2015 Pavement Management Program Design and
Construction Administration Services
City of Glendale
Engineering Department
City of Glendale Project No. 131428

SCOPE OF WORK

The scope of work for RPA's design and construction services is described in following four tasks:

1. Administration, Progress Meetings, Permitting and Public Outreach

1.1. Project Administration

- 1.1.1 Kickoff/Strategy Meeting: RPA will attend one kickoff/strategy development meeting with City's designated representatives and stakeholders. The meeting will overview RPA's project schedule and implementation plan to complete pavement evaluation and preparation of construction documents.
- 1.1.2. Progress Meetings: RPA will schedule and conduct twelve (12) monthly meetings to discuss the progress, direction, and technical aspects of the project including preparing and distributing agendas and meeting minutes
- 1.1.3 Project schedule: RPA will prepare and submit for approval a design schedule with NTP, design activities, milestones and initial design completion date. RPA will submit updated schedule with each monthly invoice.
- 1.1.4. Monthly progress update: RPA will submit monthly design progress update describing project progress, schedule modifications, other pertinent updates with each monthly invoice.
- 1.1.5 Invoicing/cash flow RPA will submit monthly invoice to the City Project Manager. RPA will submit an initial cash flow schedule to the City and update the schedule each quarter throughout contract.
- 1.1.6 Permitting: RPA will assist the City in obtaining all federal, state, county, local, and utility clearances/permits and approvals required for the project. RPA will furnish to the City copies of all communications between RPA and the respective agencies or departments and all approvals and permits for the project.
- 1.1.7. Public Outreach. RPA will coordinate subconsultant's public outreach program including preparing exhibits and attending three public meetings.
- 1.1.8. RPA's subconsultant's public outreach program is described in attached MakPro scope and fee proposal.

2. Pavement Evaluation Recommendations and Summary Report

2.1. Pavement Evaluation

- 2.1.1 RPA will review all available existing relevant information provided by City. City to provide all relevant documents including as-built plans, the Report, right-of-way maps, and current GIS shape files
- 2.1.2. RPA will field evaluate the recommended rehabilitation method for street network segments identified in Report and complete an initial quantity take off. The following individual rehabilitation methods will be quantified for evaluation/verification.
 - Pavement crack seal quantities (linear feet)
 - Slurry seal area quantities (square yards)
 - Mill & overlay area quantities (square yards)

- Asphalt patches quantities (square yards)
- Pavement reconstruction quantities (square yards)

Areas within pavement crack seal/slurry seal rehabilitation treatment roadway segments requiring full pavement reconstruction will be marked in the field with white paint, quantified and added to plan set if necessary.

- 2.1.3. Roadway segments receiving a mill and overlay or full-width, full depth reconstruction will be evaluated for noncompliant ADA curb ramps and driveways. Sidewalks will not be included in the ADA compliance evaluation.
- 2.1.4. RPA will coordinate subconsultant's geotechnical investigation program for the mill/overlay and the pavement reconstruction construction contracts.
- 2.1.5. RPA's subconsultant's geotechnical investigation program is described in attached Ninyo & Moore scope and fee proposal

2.2. Summary Report

- 2.2.1. RPA will prepare and submit an initial Summary Report that summarizes documents recommended rehabilitation method, identifies noncompliant ADA ramps for reconstruction and provides opinion of probable construction cost (OPC) for each roadway segment and submit for City staff review, comment and approval.
- 2.2.2. RPA will prepare and submit final Summary Report that incorporates City review comments on initial Summary Report.

3. Final Design

RPA will prepare four separate sets of construction documents for bid advertisement:

- Surface treatment Phase 1 - Approximately 17 miles of surface treatment (crack seal, slurry seal and micro surfacing)
- Surface treatment Phase 2 - Approximately 17 miles of surface treatment (crack seal, slurry seal and micro surfacing)
- Mill and overlay - Approximately 15 miles of thin to moderate overlay (less than 1.5" to 3") and approximately 0.5 miles of thick overlay (exceeds 3"), reconstructing ramps and evaluating driveway entrances to be ADA compliant
- Camelback Road Reconstruction (43rd Avenue to 58th Avenue) - Approximately 2 mile of full depth street reconstruction and reconstructing affected ramps and driveways to be ADA compliant

3.1. Topographic Survey

- 3.1.1 RPA will perform topographic survey required to produce construction drawings and details for the mill and overlay and the Camelback reconstruction construction documents including sidewalk ramp and driveway reconstruction for ADA compliance.

3.2. Utility Coordination

- 3.2.1. RPA will coordinate with private, public and City utility companies to obtain record drawings, incorporate existing utilities into construction documents, identify utility contact representatives, identify utility conflicts and coordinate utility relocations necessary for ADA compliant ramp or driveway construction.
- 3.2.2. RPA will conduct eight (8) total utility coordination meetings associated with the four anticipated bid packages (initial surface treatment, remaining surface treatment, mill & overlay, full reconstruction). Prepare and distribute meeting agendas and minutes
- 3.2.3. RPA will coordinate utility potholes for utilities identified to conflict with proposed improvements.

3.3. Construction Drawings and Plans

- 3.3.1 Surface treatment Phase 1: RPA will prepare and submit construction documents at the 30%, 90% and 100% complete design stages. Submittal documents will consist of 8.5 by 11 inch drawings using ArcGIS (GIS) techniques, pavement marking plans, construction phasing drawings, specifications and Opinion of Probable Construction Cost (OPC).
- 3.3.2. Surface treatment Phase 2: RPA will prepare and submit construction documents at the 30%, 90% and 100% complete design stages. Submittal documents will consist of 8.5 by 11 inch drawings using ArcGIS (GIS) techniques, pavement marking plans, construction phasing drawings, specifications and OPC.
- 3.3.3 Mill & overlay. RPA will prepare and submit construction documents at the 30%, 90% and 100% complete design stages. Submittal documents will consist of 8.5 by 11 inch drawings using ArcGIS (GIS) techniques, ADA driveway reconstruct detail plans, ADA sidewalk ramp reconstruct plans, pavement marking plans, construction phasing drawings, specifications and OPC.
- 3.3.4 Camelback Reconstruction. RPA will prepare and submit construction documents at the 30%, 60%, 90% and 100% complete design stages. Submittal documents will consist of 24 by 36 inch sheets using computer generated drafting AutoCAD (CAD) techniques, ADA driveway reconstruct detail plans, ADA sidewalk ramp reconstruct plans, pavement marking plans, construction phasing plans, specifications and OPC.

3.4. Specifications and Cost Estimates

- 3.4.1. RPA will prepare “progressive” OPCs as initial quantity take offs are completed. The progressive OPC estimates will be provided to the City regularly to identify budget surpluses or overruns.
- 3.4.2. RPA will prepare a final OPC estimate for each of the four construction bid packages that itemizes appropriate to include estimates of quantities and prices appropriate for the quantity magnitude.
- 3.4.3. RPA will prepare the project specifications and Special Provisions for the four (4) anticipated bid packages. The specifications will include the City’s “boiler plate” front end specifications, RPA created project technical specifications, RPA created Special Provisions and the project drawings.

3.5. Bid Phase

- 3.5.1. Pre-Bid Conference: RPA will prepare agenda, conduct and distribute meeting minutes for pre-bid conferences for each of the four (4) construction bid solicitations.
- 3.5.2. Addendums: City will receive bidder questions, provide responses and prepare any addendums necessary to clarify construction documents for each of the four (4) construction bid solicitations. RPA will provide technical assistance to City for construction document clarifications and respond to any inquiries requested by City.
- 3.5.3 Bid Approval: City will review bid submittals for accuracy and completeness and prepare a bid approval recommendation for each of the four (4) construction bid solicitations.

4. Construction Administration Services

4.1. Preconstruction Conference

- 4.1.1 RPA will prepare agenda, conduct and distribute meeting minutes for preconstruction conferences for each of the four (4) construction contracts

4.2. Construction Schedule

- 4.2.1. RPA will review Contractor's CPM construction schedule to ensure reasonable time allowances have been made for the work required and provide written recommendations to City for each of the four (4) construction contracts. RPA will observe monthly construction

progress and provide written notification to City of any Contractor CPM activities that are falling behind schedule for each of the four (4) construction contracts.

4.3. Utility Coordination

- 4.3.1. RPA will review the Contractor's CPM schedule to ensure reasonable time allowances have been incorporated for known utility relocations identified in the construction documents for each of the four (4) construction contracts
- 4.3.2. RPA will assist City and Contractor to contact utility company representatives and resolve any utility conflicts encountered during construction that were not previously identified in construction documents.

4.4. Conduct Weekly Project Meetings

- 4.4.1. RPA will prepare an agenda, conduct weekly construction progress meetings and distribute minutes for each of the four (4) construction contracts. It is anticipated each construction contract completion schedule is four (4) months resulting in 16 meetings for each of the four (4) construction contracts. RPA's scope anticipates a total of sixty four (64) weekly project meetings.

4.5. Inspection

- 4.5.1. RPA scope includes two full time (40 hours/week) inspectors to verify contractor's construction techniques and workmanship conform to plans, specifications and industry standards for each of the four (4) construction contracts. RPA inspectors will verify completed construction pay item quantities for each of the four (4) construction contracts. RPA inspectors will be approved by City
- 4.5.2. RPA's scope of work and compensation for the two full time inspectors includes six months total time for the Phase 1, Phase 2, and mill/overlay contracts plus an additional six months for the Camelback reconstruction construction contract.

4.6. Requests for Information (RFI)

- 4.6.1. City will receive RFIs submitted by Contractor, provide written response and maintain submittal log for all RFIs that require clarification or interpretation of the construction contract documents for each of the four (4) construction contracts.
- 4.6.2. City will prepare and maintain a submittal log for each of the four (4) construction contracts.

4.7. Shop Drawing Review

- 4.7.1. RPA will review shop drawings submitted by the Contractor to verify conformance with contract documents for each of the four (4) construction contracts, provide written approval or required corrections and maintain a submittal log to track approval process.
- 4.7.2. City will prepare and maintain a submittal log for each of the four (4) construction contracts.

4.8. Payments

- 4.8.1. RPA will review the Contractor's estimated monthly payments schedule and advise the City as to acceptability.
- 4.8.2. RPA will review the Contractor's monthly payment requests and forward to the City for final approval and processing. This review is for verifying the quantities of work which are the basis for the payment request(s) and a mathematical check of the payment request.

4.9. Change Orders

- 4.9.1. RPA will review and make recommendations on Contractor change order requests including an evaluation of the cost and scheduling aspects of each

4.10. Value Engineering

- 4.10.1. RPA will review and make recommendations on any Contractor submitted value engineering proposals during construction for each of the four (4) construction contracts

4.11. Materials Testing & Quality Control (Owner's Allowance/Contingency)

- 4.11.1 Construction Documents will include a "Bid Alternate" for materials testing and construction Quality Assurance/Quality Control (QA/QC). City will decide after bid opening whether to utilize Owner's Allowance/Contingency in RPA contract to provide QA/QC tasks. RPA will coordinate subconsultant's testing program for any of the four (4) construction contracts approved by City for materials and constructions conformance to specifications including concrete strength, soil compaction, asphalt, and any other construction items required by the specifications.
- 4.11.2 RPA's subconsultant's QA/QC testing program is described in attached Ninyo & Moore scope. Subconsultant fees to provide any of the QA/QC programs directed by City is listed separately for each of the four construction contract in attached fee proposal.

4.12. Substantial Completion

- 4.12.1 RPA will, when notified by the Contractor, perform a Substantial Completion inspection of the construction work and prepare a list of those items to be complete or corrected before final completion of the project for each of the four (4) construction contracts. All results of the inspection will be submitted to the City and the Contractor.

4.13. Final Completion and Payment

- 4.13.1 RPA will, when notified by the Contractor, perform a Final Completion inspection of the construction work to verify all items of work identified in Substantial Completion inspection have been completed for each of the four (4) construction contracts. RPA will provide a written recommendation concerning final payment to the City.

4.14. Record Drawings

- 4.14.1 RPA will prepare record as-built drawings of the completed work from the Contractor's "red line" record drawings and deliver the drawings to the City upon completion of the work for each of the four (4) construction contracts. All as-built drawings will be submitted on CDs in both ACAD and pdf formats. CD with pdfs will include seal and signature of the engineer of record on front cover sheet. CD with pdfs will contain each sheet as separate pdf.

5. Deliverables**5.1. Project deliverables consist of the following:**

- 5.1.1. Surface Treatment Phase 1 construction documents design review submittals (30%, 90%, 100%) – 8 hard copies (in applicable page size), 1 CD with all electronic files.
- 5.1.2. Surface Treatment Phase 2 construction documents design review submittals (30%, 90%, 100%) – 8 hard copies (in applicable page size), 1 CD with all electronic files.
- 5.1.3. Mill and overlay construction documents design review submittals (30%, 90%, 100%) – 8 hard copies (in applicable page size), 1 CD with all electronic files.
- 5.1.4. Camelback Reconstruction construction documents design review submittals (30%, 60%, 90%, 100%) – 8 hard copies (in applicable page size), 1 CD with all electronic files.
- 5.1.5. Sealed Submittals – 8 hard copies (in applicable page size), 1 CD with all electronic files.
- 5.1.6. Record Drawings - 2 CDs (one with electronic CADD files and one with individual sheet pdfs).

6. Exclusions

The following items are not part of this contract:

1. Existing/new right-of-way base mapping
2. Evaluation of sidewalks for ADA compliance
3. Drainage design or report
4. SWPPP
5. Traffic control plans

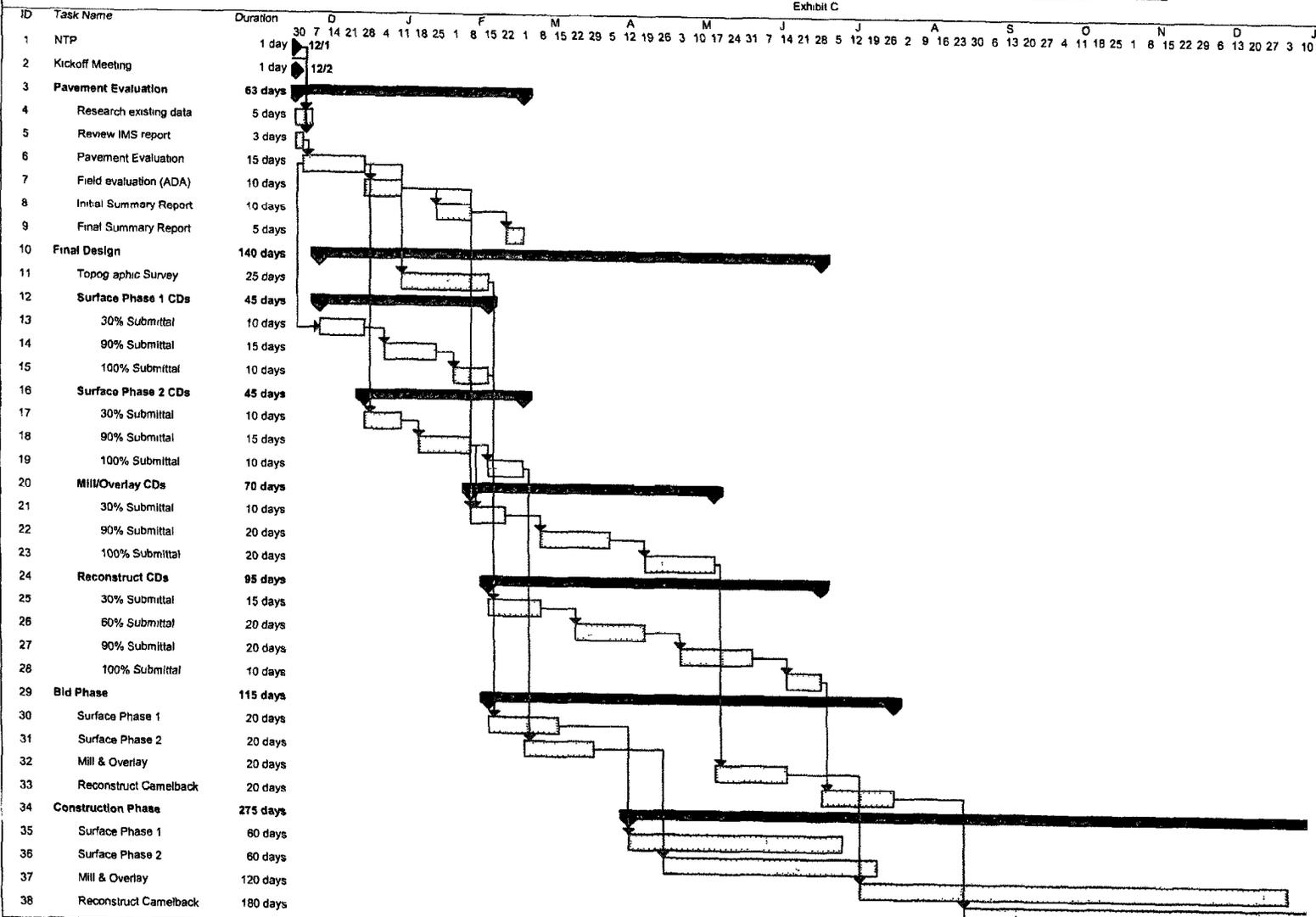
*** END SCOPE OF WORK ***

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

Exhibit C



Glendale Pavement Preservation
 Project No 131428
 Thu 10/9/14

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Monthly invoices for actual time and materials expended during previous month

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 \$2,131,123.40

DETAILED PROJECT COMPENSATION

See attached

**EXHIBIT D Professional
Services Agreement**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Monthly invoices for actual time and materials expended during previous month.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Ritoch-Powell & Associates for full completion of all work required by the Project during the entire term of the Project must not exceed \$2,131,123.40

DETAILED PROJECT COMPENSATION

Design, Bid and Construction Administration Services FY 2014./2015 Pavement Management Design and Construction Administration Services - Fee Schedule		
TASK	HOURS	COST
Task 1 Project Administration	417	\$50,870.00
Task 2 Pavement Evaluations Recommendations & Report	1109	\$116,230.00
Task 3 Final Design	8800	\$866,415.00
Task 4 Construction Administration	5523	\$578,780.00
Reimbursables		\$19,110.40
Allowance – Sub consultant Fees		\$68,385.00
Owners Contingency		\$431,333.00
TOTAL PROJECT COST (Time and Materials, Not to Exceed)		\$2,131,123.40

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.