

## PROFESSIONAL SERVICES AGREEMENT

### Ball Park Boulevard Widening Project

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Stantec Consulting Services, Inc, a New York Corporation, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2020 ("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.

- a. 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.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of 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. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, 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 \$81,529 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, Consultant 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 Consultant, 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. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. 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 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.

8.3 **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 Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant'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 **Consultant'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 Consultant'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.

8.4 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 Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant 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 Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant 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 Consultant'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.

Consultant'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 Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **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 Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F.Supp.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.

11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

12. **Notices.**

12.1 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.

12.2 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:

Chris Eggers, PE  
 Senior Project Manager  
 3133 W. Frye Road  
 Chandler, Arizona 85226

- 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 Reece Henry  
 Engineering Project Manager  
 5850 West Glendale Avenue, Ste 315  
 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.

13. **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.

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

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

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

15. **Term.**

15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a 1 year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 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 thirty (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 and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's

Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **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

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

City of Glendale,  
an Arizona municipal corporation

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By:  
Its: City Manager

ATTEST:

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Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Stantec Consulting Services Inc,  
a New York Corporation



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By: Chris Eggers  
Its: Senior Associate

**EXHIBIT A**  
**Professional Services Agreement**

PROJECT

DESCRIPTION OF PROJECT:

This project consists of the design to widen Ball Park Boulevard for approximately 800' just west of the 99th Avenue intersection. Approximately 500' of the widening will include constructing the south half of the half-street directly adjacent to 99th Avenue providing the ultimate width Arterial section. The remaining 300' of widening will be constructed to transition from the interim 3-lane section to the final full width section. The scope of work includes geomatic survey, roadway design, drainage design, traffic signal design, signing and striping design, and utility design plans, special provisions, quantity calculations, and construction cost estimates for construction of the roadway widening.

**EXHIBIT B**  
**Professional Services Agreement**

SCOPE OF WORK

1. DESIGN STANDARDS

The following standards will be applicable to this project:

- City of Glendale Engineering Design and Construction Standards, latest edition.
- Maricopa Association of Governments (MAG) Uniform Standard Specifications for Public Works Construction, Revisions through 2020.
- Maricopa Association of Governments Uniform Standard Details for Public Works Construction, Revisions through 2020.
- Arizona Administrative Code, Title 18, Chapter 5
- Arizona Administrative Code, Title 18, Chapter 9

DESIGN SERVICES

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

1.0 PROJECT ADMINISTRATION

Engineer shall coordinate and integrate project tasks and elements to effectively address project milestones.

Engineer shall attend meetings and provide coordination as described in this section as well as prepare and update an overall project schedule for services performed by Engineer as identified in this proposal.

Task 1.1: Meetings

Engineer will conduct project meetings to discuss the progress, direction and technical aspects of the project.

Project documentation will consist of preparing and distributing meeting agendas and minutes. Meeting minutes will summarize work progress, project issues, project schedule status, key discussions, comments, decisions, and any action items required.

Meetings included in this scope of work include the following:

Reference Task/Meeting/No. of Meetings

1.1	Project Kickoff	1
1.1/1.2	Skype Progress/Coordination meetings during Design	6
1.1	90% Comment Resolution Meeting	1
	Total	8

Assumptions

- COG will confirm proposed City attendees at meeting/conference.
- Kickoff and Comment Resolution Meetings will be held at City of Glendale facilities on online via Skype.
- Skype Meetings will be held as needed between COG Staff and the Project Manager. If additional members of the team need to attend, fees for this time will come from Task 7.1.
- No public meetings will be held.
- Design duration is 3 months, additional fees will be required for Task 1.1 and 1.2 if the project duration is longer than 3 months.

Deliverables

- Meeting Agendas for Kickoff and Comment Resolution Meeting.
- Meeting Minutes for Kickoff and Comment Resolution Meeting.
- Agendas and Meeting Minutes are not required for impromptu Skype Meetings. A confirmation email following the Skype Meeting will be sent to document the event.
- Graphics, figures, plans, notes and details necessary for meeting discussion.

#### Task 1.2 Project Management and Coordination

The Engineer shall coordinate with the COG staff, including the COG Project Manager to facilitate coordination and timely task completion. Engineer shall also coordinate with the design team, utility companies, and other project stakeholders. Coordination shall be facilitated using in-person, telephone, Skype, and e-mail exchanges. If meetings are required with other stakeholders, RID, or utility companies, in addition to the meetings discussed in Task 1.1, these will be completed as part of Task 7.1 Allowances – Meetings and Coordination

Project coordination shall also include internal project meetings, which is in addition to the meetings discussed in Task 1.1 above.

##### Assumptions

- Any meetings not included in Task 1.1 will be included with Task 7.1.

##### Deliverables

- None

#### Task 1.3 Project Schedule

Engineer shall develop and maintain a project schedule reflecting design construction plans. Schedule shall be developed in a work breakdown structure format identifying key project tasks and deliverable milestones. The schedule shall be provided to the City at the kick-off meeting. The project schedule shall be discussed at each of the progress meetings.

##### Assumptions

- City will review and approve Project schedule.
- Assumed this project will be quick paced and last for 3 months.

##### Deliverables

- Initial Project schedule (Adobe PDF formats).

#### Task 1.4: Permits

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

Permits may include:

- MCESD Approval to Construct (utility work).

##### Assumptions

- Permit fees will be paid as an allowance.
- County permit documents will be submitted with the 90% drawings.

##### Deliverables

- Permit to Construct.

#### Task 1.5: Invoices

Engineer will prepare monthly invoices, delivered to the City's Project Manager no later than the 25th day of the month. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be consistent with the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks. Progress reports will be submitted with the invoice. No cash flow is required for this project due to the short duration.

##### Assumptions

- City shall approve invoice.
- No Cash Flow schedule is required.

##### Deliverables

- Monthly invoices

#### Task 1.6: Quality Assurance / Quality Control

Engineer will be responsible for providing Quality Assurance / Quality Control of all engineering designs, analyses and deliverables prepared for the Project. Engineer shall utilize our established format that has been used on other projects. Information regarding procedure and copies of documentation is available to the City upon request. In addition to overseeing Engineer's work, Engineer will ensure that our sub-consultants are completing adequate quality control as part of the quality assurance.

Assumptions

- None

Deliverables

- None

#### Task 1.7: Independent Review

Engineer will be responsible for providing an independent review by a Senior Engineer for all engineering designs, analyses, and deliverables prior to all submittals. The Independent reviewer with relevant expertise and experience but not directly involved in overseeing the design shall provide a high-level review of content. Independent reviewers will have experience with the project type, contract assignment, technical discipline, and knowledge of local practice.

Assumptions

- None

Deliverables

- None

## 2.0 FIELD INVESTIGATION AND UTILITY COORDINATION

Assumptions

- City will provide as-built drawings of Ball Park Boulevard.
- Survey of current conditions will not be performed for the recently completed Ball Park Boulevard. It is anticipated that current conditions will be based on previous topographical data, design data from Ball Park Boulevard, and the Ball Park Boulevard as-builts. Any survey required will be provided by the City of Glendale.

#### Task 2.1: Site Visits and Field Reconnaissance

Engineer shall perform one site visit in order to observe and record information for the installed conditions of the traffic signal poles and heads. The engineer shall also observe the as-built roadway striping along with the above ground utilities present on the southwest corner of Ball Park Boulevard and 99th Avenue.

Assumptions

- None

Deliverables

- None

#### Task 2.2: Utility Coordination

Engineer will coordinate with private, public, and City utilities regarding utility issues and incorporate pertinent information in the plans. In general, the Engineer will provide submittals to each utility company in the area to obtain no-conflict review responses. Utility coordination shall include coordination with the RID design, who will be relocating their existing ditch along the Maryland Avenue alignment.

1. Engineer shall show known existing utilities on the project plan and profile sheets.
2. Engineer shall utilize existing utility data from the recently completed Ball Park Boulevard Project.
3. Engineer shall send a letter to each utility company notifying them of the project and defining the project scope and timeline at 90% for their review along with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway and utility work.
4. Engineer shall coordinate with the utilities to facilitate the design to relocate their facilities.
5. Engineer shall prepare a utility clearance letter, providing a review of proposed utility plans, including conflict evaluation, and general considerations.

Assumptions

- No potholes are anticipated for this design. Existing potholes completed at 99th Avenue from the recently completed Ball Park Boulevard will be provided to the engineer.

- It is assumed the existing RID irrigation ditch will be relocated or undergrounded by others under a separate contract.
- Any utility coordination meetings required will be conducted.

Deliverables

- Utility coordination including plan submittals to each utility company at the 90% submittal.
- Utility clearance letters.
- No-conflict review responses from affected utility companies.

### 3.0 DESIGN

The proposed design will include roadway design, drainage design, traffic signal design, signing and striping design, water design, and sanitary sewer design.

#### Task 3.1: Roadway Design

Engineer shall widen Ball Park Boulevard approximately 500' west of the 99th Avenue to the intersection of Ball Park Boulevard and 99th Avenue to a full width City of Glendale Major Arterial Section A-1. Due to limited right-of-way, no sidewalk will be installed in this section. There will be approximate 300' of transition between the existing 3 lane typical section (1 lane in each direction and a two-way left turn lane) and the full width. The centerline profile will match the existing profile developed in the original Ball Park Boulevard. Engineer shall import Survey information and combine into the existing Civil 3d Surface.

Assumptions

- No sidewalk to be provided along the proposed alignment except for sidewalk ramps on the SW corner of Ball Park Boulevard and 99th Avenue.

Deliverables

- See Section 4.0

#### Task 3.2: Drainage Design

Engineer shall complete the drainage design for the proposed road alignment. Engineer shall design an interim retention basin along the south side of the roadway where the existing RID channel exist today with the assumption that the RID channel is relocated prior to construction. The retention basin will be maximized within the Right-of-Way and may not meet the requirements of the City of Glendale design storms as they will be temporary in nature until the adjacent land is developed and the developer will be required to capture their half-street drainage.

Assumptions

- A hydrologic evaluation is not required.
- A piped system is not required.
- Glendale will be responsible for obtaining land for any retention basin(s) outside of the right-of-way.
- A drainage report is not required. A drainage statement or calculations on the plans will be provided.
- Plan and details for the retention basin will be provided.
- The proposed swale/ditch will be shown on the roadway sheets. A typical section will be provided.

Deliverables

- See Section 4.0

#### Task 3.3: Water and Sewer Design

Engineer shall design new water and sewer stub-out extensions within the improvement area. The extension lines shall connect to the existing stub-outs previously installed with the recently completed Ball Park Boulevard project. There is one water and two sewer lines anticipated to be extended to the edge of the new pavement limits. In addition, there is one fire hydrant anticipated to be relocated.

Assumptions

- As-Built elevations will be used for the tie-in locations for the extensions.
- No potholes or survey is anticipated to locate existing stub-outs.

Deliverables

- See Section 4.0

#### Task 3.4: Traffic Design

Engineer shall design the modifications to the existing traffic signal system at the Maryland Avenue / 99th Avenue intersection and provide pavement marking and signing for the new road alignment. The Signal pole on the SW

corner will be relocated to the ultimate location. Signal heads for the NW and SE corners will be adjusted to meet the new intersection striping.

The traffic striping will be modified to match the widened pavement on both the East and West legs of the intersection. The signing layout will be modified to match the proposed conditions.

Assumptions

- Roadway lighting is not included in the scope.
- No ITS connections will be provided for the traffic signal beyond what currently exists

Deliverables

- See Section 4.0

#### 4.0 CONSTRUCTION DRAWINGS

Engineer will prepare detailed construction drawings for the project in accordance with City standards, and as directed by the City Project Manager. This scope of work outlines the anticipated sheets required for the construction documents. Construction drawings will include paving plan and profile sheets; signal sheets; pavement marking and signing sheets; water plan sheets; sewer plan and profile sheets and detail sheets. Drawings will be prepared using the latest City approved AutoCAD release at a scale of 1"=20' Horizontal and 1"=2' Vertical for plan and profiles. Signing, striping shall be developed at 1"=40'. Construction drawings will match the recently completed Ball Park Boulevard sheet cuts, layouts, title blocks, etc. to minimize the fee to reproduce the drawings. Engineer understands that the complete plan set will consist of 24 sheets, ordered as follows:

Sheet Type	No. of Sheets
Cover Sheet, Sheet Index-	1
Legend & Notes -	1
Geometric Control Plan & Key Map-	1
Typical Sections & Pavement Sections-	1
Paving Plan/Profile Sheets-	3
Intersection Grading Sheet-	1
Grading and Drainage Sheets-	2
Signing and Striping Plans-	3
Traffic Signal Plans	3
Water Plan/Profile Detail Plans and General Notes	2
Sewer Plan/Profile Detail Plans and General Notes	2
Cross Sections	4
Total Sheets:	24

Submittals to the City will be provided at the following stages of design development:

##### Task 4.1: 90% Design

Engineer shall prepare Pre-Final (90%) Design Documents. 90% Documents shall be complete construction drawings and specifications suitable for permit submittal and final coordination. City shall distribute submittal documents to applicable stakeholders, City of Glendale permitting and/or internal City reviewers. City shall provide comments to Engineer within three (3) weeks after submittal. Comments shall be reviewed at the comment resolution meeting and responses documented with the meeting minutes. 90% Design Documents shall contain the following elements:

- Complete construction drawings suitable for permitting, signed and sealed by a Registered Professional Engineer and marked "Agency Review, Not for Construction".
- Final design, including all required construction plans, notes, callouts, quantities and details necessary for bidding and construction
- Technical special provisions for all work and materials not adequately addressed by the referenced standard specifications
- Pre-Final Engineer's Opinion of Probable Cost

##### Task 4.2: 100% (Final) Design

Engineer shall provide copies of the 100% documents to the City for final review to verify that 90% comments were addressed. Upon verification of comments, Engineer will provide final sealed plans.

#### Assumptions

- City will distribute the plans to City staff for review
- City will provide technical staff for plan review and comment resolution
- Reviewers will provide comments within three (3) weeks
- Comment review will be completed at the comment resolution meeting, no comment resolution form or letter response is required

#### Deliverables

- Construction plans (90% and Final)
- Engineer's Opinion of Probable Cost (90% and Final)
- 1 full-size (22x34) pdf format at each submittal. AutoCAD drawings with final submittal.

### 5.0 OPINION OF PROBABLE COSTS (CONSTRUCTION COST ESTIMATES)

Engineer will prepare and submit Engineer's Opinion of Probable Cost at the 90% and 100% Final sealed plan submittal stages. Each stage of estimate will be more refined as the design levels increase. Estimates will be based on project quantity summaries determined by Engineer and developed from the plans at each stage of development; and on standard City of Glendale bid items, standard measurement and payment methods, and associated estimated unit prices determined from recent bid tabulations and historic bid database information provided by the City.

#### Assumptions

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

#### Deliverables

- Delivered with plans at the 90%, and 100% Final submittals as presented in Section 4.0.

### 6.0 REIMBURSABLE EXPENSES

Reimbursable expenses will be invoiced as accrued and back-up data provided with Engineer's invoices as required by City of Glendale's contract. Reimbursables will include printing cost and mileage reimbursement for travel to site or meetings at City of Glendale.

### 7.0 ALLOWANCES

#### Task 7.1: Meetings and Coordination

Hours within this allowance will be used for other types of meetings that might be requested, such as stakeholder review meetings, RID meetings, utility coordination meetings, environmental coordination meetings, etc. This allowance also covers time for project engineer attendance at meetings if required. This allowance includes time to prepare graphics or exhibits for the meetings, agenda and meeting notes.

#### Task 7.2: Special Provisions

Engineer will prepare any special provisions that may be necessary for the project that are either not covered in MAG Standard Specifications, City of Glendale Supplement to MAG Standard Specification; or that are modified in any way from any of these standards. If a completely new special provision is required that is not simply a modification or addition to an existing standard specification, Engineer will determine a suitable MAG Standard Specification number that would best fit within the standard specification subjects and numbering sequence.

#### Assumptions

- City will provide standard front-end boiler plate information, including but not limited to contract documents, general conditions, and general provisions.
- City will be responsible for bid advertisement and notification documents
- City will assemble final contract documents for bid advertisement

#### Deliverables

- Delivered with plans at the 90% and 100% Final submittals as presented in Section 4.0.

#### Task 7.3: Permit Fees

Approval to Construct permits will be submitted to MCESD for the water and sewer work as discussed in Task 1.4. Fees have been included for both the water and sewer lines (waterline \$600 and gravity sewerline \$500). The allowance assumes expedited reviews for the package, so the base fees have been doubled.

#### 8.0 SUBCONSULTANTS

##### Task 8.1: Geomatic Survey

Engineer will conduct supplemental survey of the as-built conditions of Ball Park Blvd and the adjacent retention basins to confirm tie-in elevations. Engineer will utilize the original Ball Park Blvd survey and datum merging the two surfaces together.

#### 9.0 OWNER CONTINGENCY

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

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

#### EXCEPTIONS

The following items are not included in the development of the project:

- Environmental studies such as NEPA, cultural or Hazmat clearances
- Landscape architecture
- Roadway lighting
- 401/404 Permitting (not anticipated to be a requirement)
- Traffic Control Plans are expected to be developed by the Contractor
- SWPPP is expected to be prepared by the Contractor
- Right-of-Way acquisition and preparation of legal descriptions to be completed by COG
- Temporary access documents if required to be completed by COG
- RID relocation design is being completed outside of this contract
- Geotechnical investigation
- Potholing
- Post Design Services

**EXHIBIT C**  
**Professional Services Agreement**

SCHEDULE

Activity Duration

Design/Permitting Completion

Engineering                   90 days from NTP

Total Design Time        90 days from NTP

Notes

- Estimated engineering design to be 3 months or less
- Construction and Final Design is not shown
- Days are presented as calendar days

.

**EXHIBIT D**  
**Professional Services Agreement**

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

Not to Exceed (NTE) and compensation shall be hourly rates plus allowable reimbursable expenses.

**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 \$81,529.00.

**DETAILED PROJECT COMPENSATION**

See attached spreadsheets for detail

Fee Schedule

TASK COST

1.0 Project Administration	\$10,408.00
2.0 Field Investigation and Utility Coordination	\$4,080.00
3.0 Design	\$10,994.00
4.0 Construction Drawings	\$34,632.00
5.0 Opinion of Probable Costs	\$3,008.00
6.0 Expenses	\$328.00
7.0 Allowances (Add'l Meetings, Specs, Permit Fees)	\$5,080.00
8.0 Subconsultants (Survey)	\$2,999.00
9.0 Owner Contingency	\$10,000.00
TOTAL PROJECT COST:	\$81,529.00