

PROFESSIONAL SERVICES AGREEMENT

75th Avenue Reconstruction, Glendale to Northern Avenues
Project 202122

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Entellus, Inc., an Arizona corporation, ("Consultant") as of the _____ day of _____, 20____ ("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 \$192,033.72 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.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

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:

Bill Linck, Sr. Vice President
3033 North 44th Street, Suite 250
Phoenix, Arizona 85018

- 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 David D. Beard, City Engineer
5850 West Glendale Avenue, Suite 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 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 two (2) one (1) year terms, 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

By: Kevin R. Phelps
Its: City Manager

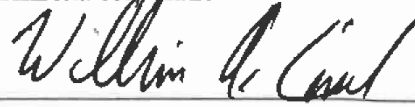
ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Entellus, Inc.,
an Arizona corporation



By: Bill Linck
Its: Senior Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

See attached



3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
(602) 244-2566 engineers@entellus.com
www.entellus.com

75th Avenue Improvements Glendale Avenue to Northern Avenue Entellus Project No. 340.069D

EXHIBIT A

Project Description

The City of Glendale (City) and Entellus (Consultant) recently completed a Preliminary Engineering Report (Report) for the proposed project. The Report documented design alternatives and summarized what each alternative includes, advantages and disadvantages to proposed alternative, including budgetary cost estimates.

The project team developed two alternatives for 75th Avenue to narrow in on a preferred design. The alternatives were presented to the City and reviewed by staff during two work sessions. The alternatives were:

- Alternative A – A simple roadway cross section to reconstruct to minimum major street standards including ADA upgrades. No bus bays, turn lanes, or any improvements requiring additional right-of-way are anticipated.
- Alternative B – An alternative that includes all desirable improvements, such as bus bays, bike lanes, dedicated turn lanes and raised medians.

The project team developed a hybrid preferred alternative for 75th Avenue. The alternative included elements from both Alternatives A and B. The City staff, with input from management, reviewed and selected the preferred features for the corridor.

The City has selected Entellus, Inc for design consultant services and the preparation of construction documents for the preferred alternative of 75th Avenue from Glendale Avenue to Northern Avenue. Included in the scope will be new pavement, medians, right turn lanes, curb ramps, traffic signal and lighting relocation, signing and striping, and minor utility relocations.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See attached

SCOPE FOR DESIGN SERVICES
75th Avenue – Glendale Ave. to Northern Ave.
Project No. 340.069D
Exhibit B

April 30, 2021

Project Description

The City of Glendale (City) and Entellus (Engineer or Consultant) recently completed a Preliminary Engineering Report (Report) for the proposed project. The Report documented design alternatives and summarized what each alternative includes, advantages and disadvantages to proposed alternative, including budgetary cost estimates.

The project team developed two alternatives for 75th Avenue to narrow in on a preferred design. The alternatives were presented to the City and reviewed by staff during two work sessions. The alternatives were:

- Alternative A – A simple roadway cross section to reconstruct to minimum major street standards including ADA upgrades. No bus bays, turn lanes, or any improvements requiring additional right-of-way are anticipated.
- Alternative B – An alternative that includes all desirable improvements, such as bus bays, bike lanes, dedicated turn lanes and raised medians.

The project team developed a hybrid preferred alternative for 75th Avenue. The alternative included elements from both Alternatives A and B. The City staff, with input from management, reviewed and selected the preferred features for the corridor.

The City has selected Entellus, Inc for design consultant services and the preparation of construction documents for the preferred alternative of 75th Avenue from Glendale Avenue to Northern Avenue. Included in the scope will be new pavement, medians, right turn lanes, curb ramps, traffic signal and lighting relocation, signing and striping, and minor utility relocations.

Design Services Objective

This Exhibit describes the scope of services and the responsibilities of the Engineer and the City in connection with the design requirements and preparation of a complete set of construction documents and any necessary special documents for the 75th Avenue Improvements, Glendale Avenue to Northern Avenue.

The Engineer will perform the engineering services required to prepare a set of construction documents which consist of topographic assessment, data collection, utility coordination, site



**75th Avenue – Glendale Ave. to Northern Ave.
Scope for Design Services**

visit, ADA evaluation, cost estimates, specifications, and other project features as may be identified by the City.

The proposal also includes allowances to perform Geotech pavement analysis, street lighting and traffic signals, landscaping design, potholing, public meeting support and other services as requested by the City.



TASK SERIES SUMMARY

Task Series 100 – Project Management Services During Design 4

Task 101 – Manage Sub-Consultants 4

Task 102 – Conduct Meetings..... 4

Task 103 – Monitor Progress and Prepare Status Reports 4

Task Series 200 – Data Collection and Research 6

Task 201 – Topographic Assessment 6

Task 202 – Existing Mapping / Bluestake..... 6

Task 203 – Field Visit 6

Task 204 – Data Research 6

Task 205 – ADA Compliance Evaluation 6

Task Series 300 – Utility Coordination 8

Task 301 – Utility Coordination 8

Task 302 – City of Peoria Coordination..... 8

Task Series 400 – Design Development..... 9

Task 401 – 60% Submittal 9

Task 402 – 90% Submittal 10

Task 403 – 100% Submittal 10

Task 404 – Opinions of Construction Cost..... 10

Task 405 – Technical Specifications..... 11

Task Series 500 – Allowances..... 13

Task 501 – Street Lighting and Traffic Signal Design Services (Greenlight) 13

Task 502 – Geotechnical Services (ACS)..... 13

Task 503 – Landscaping Design Services..... 13

Task 504 – Public Relations / Coordination..... 13

Task 505 – Potholing 13

Task 506 – Printing & Reproduction..... 13

Task 507 – Additional Services as Requested..... 14

Task Series 100 – Project Management Services During Design

The Engineer will perform project management services as described in the following subtasks:

Task 101 – Manage Sub-Consultants

The Engineer will select and secure services of those firms providing specific or specialized design services for the Project as accepted by the City in the fee proposal. The Engineer will prepare the scope of services performed by each sub-consultant and monitor the sub-consultant's work for timeliness and that it meets Project requirements. The Engineer will coordinate and incorporate the drawings and specifications that are prepared by the sub-consultant(s) into the Project construction documents. The Engineer will review sub-consultant's progress payments for accuracy and completeness and make payments as provided in the sub-consultant's agreement. It is assumed that the Engineer will spend two (2) hours a month on this task during the design phase of this project.

Task 102 – Conduct Meetings

The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The meetings or workshops will consist of the following:

- Attend Kick-off Meeting with Project Manager and City staff.
- Conduct the Design Review Meeting at the conclusion of each design progress deliverable (60% and 90%) period.
- Attend up to two (2) additional Project Meetings and/or meetings with the residents as called for by the City.

The Engineer will prepare and distribute meeting agenda and document meeting minutes for each meeting and workshop.

It is assumed that each meeting will be in person and last up to two (2) hours, and that the Engineer will need to prepare for the meeting and provide documentation of information presented at the meeting.

Task 103 – Monitor Progress and Prepare Status Reports

The Engineer will report the progress of design activities through the use of a computer-based Project management and scheduling system, which includes all major work activities. The Engineer will update and review the design schedule and deliverables with the City monthly. Progress and schedule tracking will consist of:

- Developing a detailed Project design and deliverable schedule by task
- Monthly tracking and reporting on progress

It is assumed that the Engineer PM will spend two (2) hours a month on this task during the design phase of this project.

Assumptions:

- It is assumed that the City will communicate with the sub-consultants through the Engineer.
- It is assumed the design effort will have four (4) meetings or workshops at two hours each plus time to prepare meeting materials and meeting results. Task 102 is not intended for the Engineer's private internal staff meetings.

City Input:

- The City will acknowledge the list of sub-consultants to be used by the Engineer and state any objection if necessary.
- The City will have representation at progress/review meetings and workshops and provide input and feedback.
- The City will review and provide comments on status reports and progress schedules.

Deliverables:

- Design and deliverable schedule
- Meeting and workshop agenda and documentation of meeting results
- Reports on design progress and estimates for cost

Task Series 200 – Data Collection and Research

The following tasks shall be completed prior to production of detailed construction drawings.

Task 201 – Topographic Assessment

The Engineer will provide topographic surveying of 75th Avenue from Glendale Avenue to Northern Avenue, approximately 5,430 linear feet. The Engineer anticipates obtaining cross sections for the full width of the existing and proposed right-of-way which will allow us to have a better understanding of the terrain. The survey cross sections will be obtained every 50 feet and will include the road centerline, edge of pavement, top and bottom of ditches and any other hardscape found in the area, such as existing power poles, driveways, signs, traffic signals, water valves, manhole rims, culverts, fire hydrants, trees, culvert headwalls, etc. Adequate driveway information will be collected to meet design requirements.

This task will include the following:

1. Project control survey
2. Topographic survey (total station)
3. Existing manhole inverts / water valve nuts (assume 25)
4. Centerlines & right-of-way generation
5. Topographic survey 300 feet in all directions at intersections

Task 202 – Existing Mapping / Bluestake

The Engineer shall contact Bluestake and obtain a list of existing utilities that are within the project limits. The Engineer will reach out to each one of those utility companies with any infrastructure in the project area to obtain their mapping and confirm there are no other new utilities or facilities that may affect this project. The Engineer will review this information and will utilize it to prepare the CAD basemap, which will be the basis of the plan and profile sheets.

Task 203 – Field Visit

The Engineer shall conduct one (1) site visit to review the topographic survey data, assess general conditions of the project area, and review drainage and utility features.

Task 204 – Data Research

The Engineer will conduct research of available City records to obtain any as-built / record drawing information that may have an impact within the project limits.

Task 205 – ADA Compliance Evaluation

The Engineer shall evaluate existing concrete flatwork (sidewalks, driveways, ramps, etc) that is anticipated to remain in place on the west and east side of 75th Avenue for ADA compliance. The

Engineer shall propose improvements that will minimize utility relocation and/or minimize right-of-way acquisition, while meeting the intent of the ADA guidelines. The Engineer will prepare a report indicating the findings and recommendations for this project related to ADA compliance.

Assumptions:

- Aerial mapping for photos and/or topography and contours are not included in this scope
- The Engineer will obtain the City's existing utility mapping. Any expenses associated with reproduction will be reimbursed by the City.

City Input:

- The City will confirm the limits of the survey

Deliverables:

- CAD Basefiles
- ADA Compliance Report
- Record of survey signed and sealed by a Professional Engineer

Task Series 300 – Utility Coordination

Task 301 – Utility Coordination

Consultant shall prepare utility base map in accordance with the latest version of the Arizona Utility Coordinating Committee “Public Improvement Project Guide” (PIPG).

Consultant shall prepare base maps and transmit them to the utility companies for verification and comment concerning the utility location. Consultant shall incorporate the utility company comments into the plan set.

Consultant shall identify conflicts, with input from utility companies, which might affect alignment or grade and recommend alignment alternatives. Potholing for the purpose of locating underground utilities is included as an allowance. Entellus will provide the City with a list of recommended potholing locations for approval prior to utilizing the allowance.

Consultant shall send 60%, 90% and 100% plans and electronic base files as requested to each utility company for their review with a request for written response from each company to determine the disposition of their utility as it relates to the planned roadway improvements.

Task 302 – City of Peoria Coordination

Consultant shall coordinate the relocation of traffic signal at the southeast corner of 75th Avenue and Northern Avenue with the City of Peoria. The plans for the relocation are included in under Task 501. This task shall cover any meetings, field visits or any other coordination in conjunction with the City of Peoria’s traffic signal relocation.

Task Series 400 – Design Development

This task describes the submittals the Engineer will prepare for City review as progress is made on the design and preparation of construction drawings and specifications. Deliverables from the Engineer will be reviewed by the City and others during the design development period.

The design shall conform to the latest edition and amendments of the following:

- City of Glendale Engineering Design and Construction Standards, 2015
- Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details
- FHWA Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- AASHTO A Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- U.S. Access Board Public Rights-of-Way Accessibility Guidelines (PROWAG)

The Engineer will prepare submittal packages when the design, drawings, and specifications are considered 60, 90 and 100 percent (%) complete, followed by a sealed and signed Final construction set of drawings. One (1) full-size and PDF copies of the plans and progress submittal packages will be included with each submittal for City review. The level of detail on the drawings in each progress submittal should be as given below unless the City needs other information to complete its review.

Task 401 – 60% Submittal

The 60% Submittal shall include all existing base map information (survey, utilities, right-of-way, etc.) and roadway typical section. It shall also include paving plans with grade and alignment. Designs shall be placed on combined plan and profile sheets at a horizontal scale of 1" = 20' and a vertical scale of 1" = 2'. The profile shall show two profile lines along the proposed edges of the roadway and a centerline proposed profile. These drawings are used to convey information about the Project's overall appearance and configuration to the City and other Project stakeholders. These drawings are not intended for construction. Technical Specifications are not included with this submittal.

The 60% submittal shall include:

- Front End Sheets (Cover, Notes and Legend, Key Maps, Horizontal Control, etc.)
- Paving Plans and Profile
- Detail Sheets
- Signing and Marking Plans
- Street Lighting and Traffic Signal Plans
- 60% Construction Cost Estimate
- Proposed Pothole List if applicable
- Utility Conflict Letters

Task 402 – 90% Submittal

The Consultant shall prepare 90% submittal to include pre-final plans. It will include plan and profile for the paving improvements, construction notes and any details needed for the construction of the new infrastructure. This plan set will incorporate any review comments received from the City or other stakeholders at the 60% stage. The following items are included in this submittal:

The 90% submittal shall include:

- Front End Sheets (Cover, Notes and Legend, Key Maps, Horizontal Control, etc.)
- Paving Plans and Profile
- Detail Sheets
- Signing and Marking Plans
- Street Lighting and Traffic Signal Plans
- 90% Construction Cost Estimate
- Draft Technical Specifications
- Utility Conflict Letters

Task 403 – 100% Submittal

The Consultant shall prepare a 100% construction set and bid package for the project. It will include plan and profile for the paving improvements, construction notes and any details needed for the construction of the new infrastructure. This plan set will incorporate any review comments received from the City or other stakeholders at the 90% stage. As part of this submittal, the Consultant will submit plans to the City's Development Services Department for review and approval.

The following items are included in this submittal:

- Final Construction Plans
- Final Construction Cost Estimate
- Bid Schedule
- Final Technical Specifications
- Response to 90% Review Comments

This plan set will be sealed and signed and will be ready to release for construction. The City will prepare the formal contract documents.

Task 404 – Opinions of Construction Cost

The Consultant shall submit a detailed project construction cost estimate with the construction plans, technical specifications and contract documents. Estimates will be provided for the 60%, 90% and 100% submittals.

Cost estimates will be based on typical items in MAG format.

Task 405 – Technical Specifications

The City will provide the City’s boilerplate specifications. The Consultant shall be responsible for editing the boilerplate specifications and removing items not applicable to the project, however the Consultant shall not make any changes, deletions, or additions to these sections without approval by the City before inclusion in the final specifications. Final bid specifications shall be prepared in an 8.5”x11” size format, single-spaced, single-sided and unbound.

The Consultant shall prepare special provisions for unique items of work that are not covered by MAG or the City’s Specifications. The Consultant shall coordinate the special provisions of the bid package to be compatible with City’s boilerplate specifications. It is anticipated that the technical specifications will be submitted at 90% and 100% stage.

Assumptions:

- Electronic submittals (PDF) will be provided at each design stage
- Bond hard copies to be provided: One (1) full-size
- The Engineer will review and edit the latest City boilerplate specifications
- No drainage memorandum or report is anticipated

City Input:

- City to collect their review comments and provide review comments at every submittal stage
- City will provide the latest boilerplate specifications or example as a PDF or Word document

Deliverables:

The DELIVERABLE TABLE below shows the anticipated items for this project:

	Description	60%	90%	Final
DESIGN PHASE	PLAN SET 1 Cover Sheet 1 General Notes Sheet 1 Legend and Abbreviations 1 Key Map and Typical Sections 1 Survey Control Map 11 Paving Plan 4 Detail Sheets 1 Signing and Marking 7 <u>Street Lighting and Traffic Signal</u> 28 <i>Total Sheets Anticipated</i>			
	Full Size (24"x36") Bond	1	1	3
	Electronic Copies of Plan Set (PDF), and DWG/DXF files	1	1	1
	Cost Estimate (PDF)	1	1	1
	Bid Schedule (PDF)			1
	Technical Specifications (PDF)		1	1

Task Series 500 – Allowances

The following allowances will be included as part of this scope:

Task 501 – Street Lighting and Traffic Signal Design Services (Greenlight)

Traffic Signal and Lighting Services shall be provided by Greenlight per the attached Scope and Fee Proposal. The proposed scope of work includes a relocation of traffic signal and streetlights at the 75th Avenue and Northern Avenue intersection.

Task 502 – Geotechnical Services (ACS)

Geotechnical Services shall be provided by ACS per the attached Scope and Fee Proposal. The proposed scope of work includes a preliminary geotechnical evaluation and a pavement recommendation for project area.

Task 503 – Landscaping Design Services

This allowance has been provided for restoration of any landscaping and irrigation that may be impacted as part of this project. If deemed necessary, the Consultant will solicit proposals from approved Landscape Design consultants.

Task 504 – Public Relations / Coordination

This allowance may be used for the inclusion of public outreach at the sole discretion of the City. This allowance is to include a public meeting held by the City. The City will be responsible for organizing and scheduling public information meetings. The Consultant shall allow for attendance and preparation of materials for open-house public information meeting. The Engineer shall make available any graphics to the City and its Consultants to help promote the meetings.

Task 505 – Potholing

If necessary, the Consultant will identify a list of utilities to be field located (potholed) to confirm location and depth. The Consultant will prepare a list of the potholes and will show the requested pothole locations on the plan and profile sheets. Potholes will be completed by a sub-consultant. The Consultant shall solicit proposals from an approved sub-consultant. Results of potholes will be stamped by a Land Surveyor registered in the State of Arizona and provided to the Engineer for incorporation into the construction documents.

Task 506 – Printing & Reproduction

This allowance will cover printing and photocopying services required beyond that identified in the base scope of work. A reimbursable amount is included as an allowance.



Task 507 – Additional Services as Requested

This allowance will cover additional work outside the scope requested by the City. Examples of additional services may include additional reviews, additional meetings, additional survey, legal description / exhibits, utility design, etc. The Consultant will not utilize this allowance without prior written approval from the City.

END OF EXHIBIT “B”

EXHIBIT C
Professional Services Agreement

SCHEDULE

See attached

City of Glendale
75th Avenue Improvements
April 30, 2020

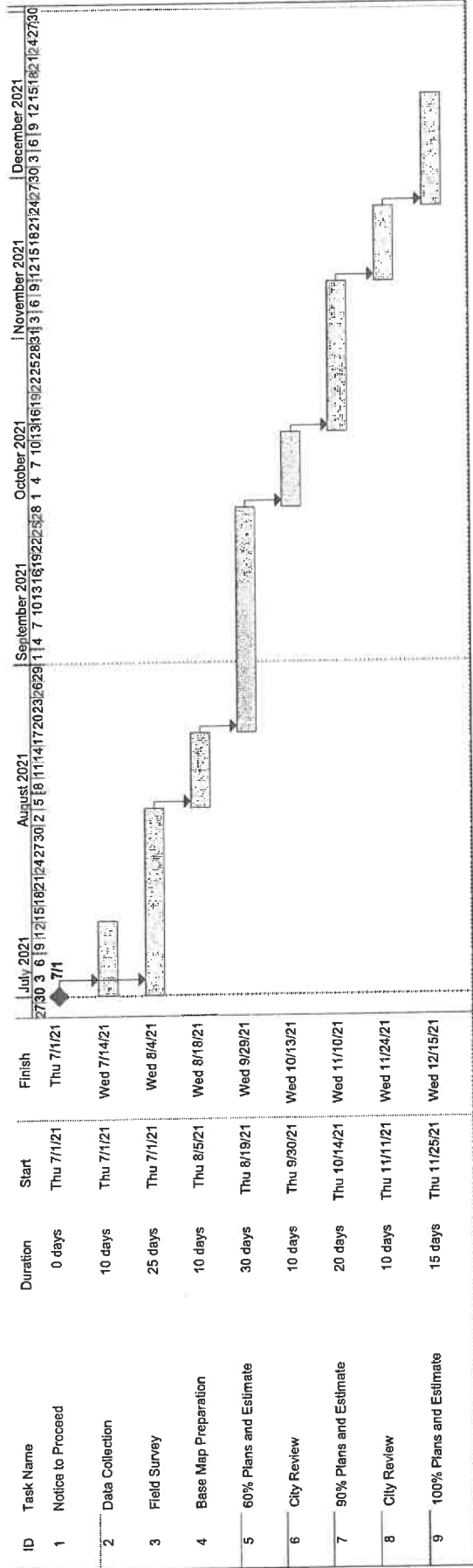


EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and materials not to exceed

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 \$192,033.72.

DETAILED PROJECT COMPENSATION

See attached.



3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
 (602) 244-2566
 www.entellus.com

City of Glendale
 75th Avenue - Glendale Ave to Northern Ave

City of Glendale Project # ST85100442-1
 Entellus Project #340.069D
 April 30, 2021

PROJECT HOURS AND FEES

Task	WORK ITEM DESCRIPTION	Project Principal \$ 200.77	Project Manager \$ 157.41	Project Engineer \$ 110.13	EIT \$ 89.90	Senior Designer \$ 112.27	CADD Tech \$ 78.02	Admin. Assistant \$ 67.42	RLS \$ 148.50	2-Man Crew \$ 146.33	Total Hours	Total Amount	Direct Expenses
100	Project Management Services During Design	9	38	0	15	0	0	2	0	0	64	\$ 9,271.95	\$ -
101	Manage Sub-Consultants		12					2			14	\$ 2,023.76	
102	Conduct Meetings										0	\$ -	
	Kick-Off Meeting (1)	1	2		3						6	\$ 785.29	
	Design Review Meeting (2)	4	6		6						16	\$ 2,286.94	
	Additional Project Meetings (up to 2)	4	6		6						16	\$ 2,286.94	
103	Monitor Progress and Prepare Status Reports		12								12	\$ 1,888.92	
200	Data Collection and Research	0	14	4	32	4	60	0	66	118	298	\$ 37,719.28	\$ -
201	Topographic Assessment										0	\$ -	
	Project Control Survey									14	22	\$ 5,298.26	
	Topographic Survey (Total Station)					12				20	86	\$ 16,490.62	
	Existing Manhole Inverts / Water Valve Nuts (Assume 25)					4				2	10	\$ 2,072.36	
202	Centerlines & Right-Of-Way Generation		4	4	4	40				30	30	\$ 4,455.00	
203	Field Visit		4		4						12	\$ 1,301.32	
204	Data Research		2	8	8						10	\$ 1,034.02	
205	ADA Compliance Evaluation		4	4	16						24	\$ 2,508.56	
300	Utility Coordination	4	20	0	32	0	12	0	0	0	68	\$ 7,764.32	\$ -
301	Utility Coordination	2	16		24	8					50	\$ 5,701.86	
302	City of Peoria Coordination	2	4		8						18	\$ 2,062.46	
400	Design Development	16	94	68	177	73	336	2	0	0	766	\$ 75,955.27	\$ -
401	60% Submittal:											\$ -	
	Front End Sheets (5)	1	4		8	4	12				29	\$ 2,934.93	
	Paving Plans (11)	4	24	40	40	24	120				252	\$ 24,639.00	
	Detail Sheets (4)	1	8	8	16	8	20				53	\$ 5,357.01	
	Signing and Marking (1)		2	4	4	2	8				16	\$ 1,523.12	
	Street Lighting and Traffic Signal (7)		2				2				4	\$ 470.86	
402	90% Submittal:											\$ -	
	Front End Sheets (5)	1	2		4	2	8				17	\$ 1,723.89	
	Paving Plans (11)	2	16	20	24	16	80				158	\$ 15,316.22	
	Detail Sheets (4)	1	4		8	4	16				33	\$ 3,247.01	
	Signing and Marking (1)		1	1	2	1	4				8	\$ 761.56	
	Street Lighting and Traffic Signal (7)		1				2				3	\$ 313.45	
403	100% Submittal:											\$ -	
	Front End Sheets (5)		1		2	1	4				8	\$ 761.56	
	Paving Plans (11)	2	8	8	16	8	40				82	\$ 7,989.22	
	Detail Sheets (4)		2	2	4	2	8				10	\$ 1,055.00	
	Signing and Marking (1)		1	1	1	1	4				4	\$ 437.60	
	Street Lighting and Traffic Signal (7)		1				1				2	\$ 235.43	



3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
 (602) 244-2566
 engineers@entellus.com
 www.entellus.com

City of Glendale Project # ST65100442-1
 Entellus Project #340,069D
 April 30, 2021

City of Glendale
 75th Avenue - Glendale Ave to Northern Ave

PROJECT HOURS AND FEES

Task	WORK ITEM DESCRIPTION	Project Principal \$	Project Manager \$	Project Engineer \$	EIT \$	Senior Designer \$	CADD Tech \$	Admin. Assistant \$	RLS \$	2-Man Crew \$	Total Hours	Total Amount	Direct Expenses
404	Options of Construct Cost (3 submittals)	3	9	32	16	2	60				60	\$ 6,144.72	
405	Prepare Technical Specifications (2 submittals)	1	8	16			27				27	\$ 3,033.29	
500	Allowances	0	0	0	0	0	0	0	0	0	0	\$ -	\$61,323.00
501	Street Lighting and Traffic Signal Design Services											\$ -	\$22,231.00
502	Geotechnical Design Services											\$ -	\$12,592.00
503	Landscape Design Services											\$ -	\$3,000.00
504	Public Relations / Coordination											\$ -	\$3,000.00
505	Spotting Coordination (\$@1000 ea.)											\$ -	\$5,000.00
506	Printing & Reproduction											\$ -	\$500.00
507	Additional Services as Requested											\$ -	\$15,000.00
TOTAL STAFF HOURS BASIC DESIGN SERVICES		29	166	72	256	77	408	4	66	118	1196	\$130,710.72	
DIRECT LABOR COST		\$ 5,822.33	\$ 26,130.06	\$ 7,929.36	\$ 23,014.40	\$ 8,644.79	\$ 31,932.16	\$ 269.68	\$ 9,801.00	\$ 17,266.94	0	\$ -	\$ 61,323.00
TOTAL STAFF HOURS FOR ALLOWANCES ONLY		0	0	0	0	0	0	0	0	0	0	\$ -	
TOTAL DIRECT EXPENSES												\$ -	\$ 61,323.00
TOTAL PROJECT COST (NOT TO EXCEED)												\$192,033.72	

