

PROFESSIONAL SERVICES AGREEMENT

Booster Station 2 (HRBS) Rehabilitation
Project No. TBD

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Wilson Engineers, an Arizona Limited Liability Company, ("Consultant") as of the ____ day of _____, 2022 ("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 \$301,049 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:

Stephen M. Todd
 Wilson Engineers,
 1620 W Fountainhead Pkwy, Suite 501
 Tempe, AZ 85282

- 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 Abdul Rashid
 Sr. Civil Engineer (PM), Engineering Department
 5850 West Glendale Ave, 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 one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1), 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

Wilson Engineers, LLC,
an Arizona Limited Liability Company,



By: Stephen M. Todd
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

Booster Station 2, formerly Hillcrest Ranch Booster Station (HRBS), was built in the early 1990s to boost water north of Zone 2 into Zone 3 of the Glendale water distribution system. Many components have reached the end of their useful life or require improvements to meet present day hydraulic, electrical, and instrumentation conditions. This project is intended to design and permit the needed improvements. The project is intended to be constructed using Job Order Contract (JOC).

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See Attached Scope of Services.



1620 W Fountainhead Pkwy, Suite 501
Tempe, AZ 85282
480-893-8860 | 480-493-8968 Fax
Wilson-Engineers.com

March 29, 2022

Abdul Rashid
City of Glendale
Engineering Department, 3rd Floor
5850 West Glendale Avenue
Glendale, AZ 85301

Re. City of Glendale - Booster Station 2 Rehabilitation Project

Abdul,

We are pleased to submit this proposal to provide Engineering Services associated with the Glendale Booster Station 2 Project. Attached is our proposed Scope of Services and Fee Proposal based on the services discussed at our Scoping meetings for this project and comments received via e-mail on March 28, 2022.

Thank you for the opportunity to work on this project. If you have any questions regarding this proposal or need additional information please do not hesitate to contact me at (480) 893-8860.

WILSON ENGINEERS

A handwritten signature in blue ink that reads "Steve Todd".

Steve Todd, P.E.
Principal

**City of Glendale, Arizona
Booster Station 2
Scope of Services**

March 29, 2022

The City of Glendale owns and operates the Booster Station 2 facility that is utilized to pump water from Pressure Zone 2 to Pressure Zone 3 in the City's potable water distribution system. Booster Station 2 facility was installed 30 years old and several components at the facility are near the end of their useful life. The purpose of this project is to rehabilitate the existing facility by replacing and upgrading several components of the facility. The City has performed an evaluation of the existing facility and identified the items in need of replacement. The following presents the detailed Scope of Services to prepare construction documents and obtain required permits to rehabilitate the Booster Station 2.

Project Elements

The following major facility components and services are assumed to be included in the design effort for this project:

- Replace the four existing pumps with four different pumps utilizing variable frequency drives on each pump and reusing the existing pump cans. The existing pump cans do not meet current ANSI/HI Standards for the depth of the can. Replacing the pumps with similar sized pumps is expected to result in similar performance the City has experienced in the past. However, if there are issues with the new pumps not operating as expected based on their shop performance curves, the pump manufacturers may refer to the pump can depth as the cause of any potential performance issue.
- If desired by the City, replace all above grade pump inlet and outlet piping, valves, and appurtenances with like equipment.
- Electrical power supply equipment including new service entrance section, main circuit breaker, new ATS, and new motor control breakers, customer metering, 480v/120v transformer and a new Panel A. New conductors will be designed and a combination of new conduits and reuse of existing conduits will be incorporated where feasible.
- The electrical equipment will be housed in a new pre-fabricated building (E-House) located in the location of the current motor control gear. The E-House will include a new HVAC system that is sized based on the heat loads of the new equipment.

- New electrical grounding system incorporating portions of the existing system where feasible.
- Replace all timing relays with PLC based digital control.
- Replace existing control system with a new Modicon M580 PLC based system. New VFD's to be hardwired to new PLC. Control descriptions to be prepared by Engineer and programming to be performed by the City.
- Replace pressure transmitters and pressure switches. Delete flow switches. New control wiring from new PLC to new and any reused field instruments.
- New Radio and SCADA communication system.
- New security system including switches on all gates and doors and four cameras.
- Prepare specifications for projects electrical contractor to perform NFPA 70E and IEEE 1584 short circuit study on new electrical gear and apply required Arc-Flash labels on new electrical gear.
- Asset Management Requirements. Prepare facility information to incorporate into the City's current WSD Asset Management program including: drawings, asset lists, asset attributes, PM requirements, warranty information, assign asset numbering for entire facility per current City asset management standards. The asset management spreadsheet is due at the 90% drawings (minus the equipment serial numbers). All asset ID's must show on the 90% plans. The City will not grant substantial completion for any portion of the project until the asset management spreadsheet is 100% complete, correctly populated, and accepted by the City. The contractor will be responsible for maintaining new assets until the asset management spreadsheet is accepted by the City.
- Minor grading and drainage improvements to address localized issues on site.

It is assumed that the following permits will be procured as part of this project:

- Approval to Construct for the project from MCESD.
- Building Permit from the City.

Allowances included in this Scope are as follows:

- An allowance has been included to prepare fire alarm and sprinkler system performance design specifications for the chlorine enclosure and/or electrical building to meet the City's Building Safety requirements. For purposes of this scope of services, it is assumed that the City will accept a deferred submittal during construction by the contractor for the final fire alarm and sprinkler design.

- An allowance has been included to retain an HVAC design firm to perform heat load calculations and recommend alternatives for new HVAC equipment in the existing building.
- An allowance has been included to prepare new LED lighting design to replace the current lighting system at the facility.
- An allowance has been included to prepare construction drawings for an offsite duct bank and fiber optic connection to connect to the Fire Station if available and desired by the City.
- An allowance has been included to prepare construction drawings for a new generator.

The following items are excluded from this Scope of Services:

- Design of automation of all valves required for automated station operations, including transmission main valves.
- Design of underground pipeline rehabilitation or replacement.
- Design of chlorination system modifications.
- Design of roofing repairs. It is assumed that, if desired by the City, the Contractor will retain a roofing contractor to assess and perform and desired roof repairs.
- Potholing services to locate buried utilities in the project area.
- Title research and/or boundary survey services are not included.
- Radio Path Study: In the event a radio path study is required it will be specified to be conducted by the Contractor.
- Off-site improvements to sewer, water, other infrastructure outside of the limits of the pump station site.
- Topographic surveying services. It is assumed that information on the as-built drawings is suitable to create a site plan suitable for the design and permitting of this project.
- Geotechnical investigation services.
- Landscaping services for the interior or exterior portions of the site.
- Construction Phase Services are not included.
- Any work not specifically identified as being part of this scope of work or allowances shall be clearly identified in advance and no such work shall be started without prior written authorization from the City's Engineering Project Manager.

Services to acquire the following permits have been excluded under this Scope:

- Approval of Construction from MCDES. This will be required and is assumed to be included in the Scope of Services under a separate construction phase services proposal.
- Air Quality Permit for the Standby Generator.
- Dry Well Registration Permit from ADWR.

The Engineering services to be provided under this Project are as follows:

TASK 1.0 PRELIMINARY DESIGN AND DEVELOPMENT

Subtask 1.1 Kick-Off Meeting. A kickoff meeting with representatives from Engineer, Contractor, and the City will be conducted at project initiation. The following will be accomplished:

- Introduce key team members and establish lines of communication
- Review the project scope and schedule
- Identify key issues affecting project development
- Request background information
- Discuss and identify preferred system operation, equipment, and suppliers for the civil, mechanical, electrical, instrumentation, and control equipment.
- Wilson Engineers to prepare and distribute meeting minutes to the attendees.

Subtask 1.2 Data Collection, Review, and Design Coordination. Collect and review background information for the site. Engineer shall coordinate, compile and review the available information regarding the existing site conditions including:

- Coordinate with City regarding the property limits.
- As-Built Drawings for site.
- Past operating inlet pressure, outlet pressure, and flow rate data.
- Current City Booster Pump Station Equipping Standards.

Subtask 1.3 Design Basis Report / 30% Design. Prepare a detailed design report for submittal to the City and MCESD. Based on the available data, site investigations, and the City's current design standards, the Engineer will prepare a design report for the project

that includes the facility layout, design criteria and standards for the booster station, preliminary layouts of the prefab electrical building, instrumentation preferences, operating and control strategies, preliminary P&ID's, identification of any additional design issues and recommendations.

To support the design report, the Engineer shall prepare preliminary 30% plans. The following plans are anticipated to be included with the design report:

1. Hydraulic design: Hydraulic analysis required for design (e.g., pipeline hydraulics, pump selection, etc) is complete and calculations are checked.
2. Civil: Site plan.
3. Mechanical: Booster pumps, chlorine system, yard, piping, valves, and piping appurtenances.
 - Preliminary layout of major equipment completed.
 - All major equipment and piping elevations, pipe sizes, work clearances, and equipment spacing are shown.
4. Electrical:
 - Preliminary single line diagrams of major distribution system and motor control centers are prepared.
 - Preliminary electrical arrangements are prepared.
 - Partial equipment control schematic diagrams are prepared.
 - Preliminary electrical plans showing locations of switchgear, conduit runs and main motor control centers are prepared.
5. Instrumentation: Process and Instrumentation Devices (P&ID) and preliminary control descriptions.

The Engineer will submit one (1) electronic copy (in .pdf format) to the City and Contractor. A review meeting will be conducted to discuss comments on the Design Basis Report. The Engineer shall incorporate the City and Contractor's comments into a Final Design Report.

TASK 2.0 CONTRACT DOCUMENT PREPARATION

Subtask 2.1 Preparation of 60% Plans. The Engineer will incorporate the comments received on the Detailed Design Report / 30% submittal and prepare a 60% submittal for review by the City and Contractor. A review meeting will be conducted to discuss comments on the 60% plan submittal and confirm the desired elements to be included in the Agency Review permit submittal.

Subtask 2.2 Preparation of Agency Review Construction Documents (90%). The Engineer shall prepare preliminary (90%) construction documents for including plans and specifications. The plans shall incorporate the comments received on the 60% submittal and the review meeting.

The Engineer will submit one (1) electronic copy (in .pdf format) to the City and Contractor. In addition, electronic copies (in .pdf format) will be provided to MCESD for Approval to Construct (see Subtask 3.1). An Agency review design workshop will be conducted to discuss any comments received from the City, Contractor, and MCESD.

Subtask 2.3 Preparation of 100% Plans and Specifications. The final 100% plans and specifications will be prepared incorporating the City and Maricopa County's comments. The Engineer will submit one (1) electronic copy (in .pdf format) to the Final plans and specifications to the City and Contractor.

TASK 3.0 PERMITTING SERVICES

Subtask 3.1 Maricopa County Environmental Services Department. The Engineer shall prepare the Approval to Construct Application and coordinate with the City for signatures. The Engineer shall then submit one set of the agency review plans and specifications to the Maricopa County Environmental Services Department for review. One review meeting will be conducted to discuss any comments received from the County. The Engineer shall respond to the County's comments and incorporate the comments into the Final Construction Documents.

Subtask 3.2 City of Glendale Building Safety. The Engineer shall complete the Building Permit application and related requirements and submit the Agency Review Plans and Specifications to the City Building Safety Department for approval. The Engineer shall coordinate with the Building Safety Department and provide additional information as requested.

TASK 4.0 PROJECT COORDINATION

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

Subtask 4.1 - Project Coordination Meetings with the City and Contractor. 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 likely consist of the following:

- A detailed Design Kick-off Workshop with City staff and the Contractor;
- Review Workshops – The Engineer will conduct a total of three (3) design review workshops with City staff and the Contractor;
- Progress or Miscellaneous Meetings for months with no other meetings scheduled, quantity – 2 virtual or in person.

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting and workshop. A total of six (6) progress meetings (including workshops) are planned.

END SCOPE OF SERVICES

EXHIBIT C
Professional Services Agreement

SCHEDULE

The project is intended to be designed and permitted within one (1) year from the issuance of Notice to Proceed. A detailed schedule would be prepared soon.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$301,049.

DETAILED PROJECT COMPENSATION

See attached spreadsheet for details.



City of Glendale
Booster Station 2
Rehabilitation Design Project
FEE BREAKDOWN

3/29/2022

I. LABOR SUMMARY

Task	Task Description	Principal Engineer \$ 215.00	Sr. Project Manager \$ 195.00	Project Manager Electrical \$ 195.00	Senior Engineer \$ 165.00	Project Engineer Electrical \$ 145.00	CADD Technician \$ 105.00	Admin \$ 75.00	Total Hours	Total Fee
Task 1.0 - Preliminary Design and Development										
1.1	Kickoff Meeting	2	4	0	4	0	0	0	10	\$ 1,870
1.2	Data Collection, Review, and System Design Coordination	1	8	0	12	24	0	0	45	\$ 7,235
1.3.1	Draft Basis of Design Report	2	28	32	40	72	0	8	182	\$ 29,770
1.3.2	Preliminary 30% Engineering Design Plans	2	24	28	54	80	96	0	284	\$ 41,160
Subtotal - Preliminary Design		7	64	60	110	176	96	8	521	\$ 80,035
Task 2.0 - Contract Document Preparation										
2.1	Preparation of 60% Plans	2	10	16	48	72	72	6	226	\$ 31,870
2.2	Preparation of Agency Review Construction Documents (90%)	4	28	48	68	84	124	8	364	\$ 52,700
2.3	Preparation of 100% Plans and Specifications	2	8	12	24	24	40	8	118	\$ 16,570
Subtotal - Contract Document Preparation		8	46	76	140	180	236	22	708	\$ 101,140
Task 3.0 - Permitting Services										
3.1	MCESD Approval to Construct Permit	1	4	0	10	0	8	0	23	\$ 3,485
3.2	City of Glendale - Building Safety Review	1	4	0	14	16	8	0	43	\$ 6,465
Subtotal - Permitting Services		2	8	0	24	16	16	0	66	\$ 9,950
Task 4.0 - Project Coordination and Meetings										
4.1	Project Coordination Meetings with the City and Contractor	24	24	24	24	0	0	0	96	\$ 18,480
Subtotal - Project Coordination		24	24	24	24	0	0	0	96	\$ 18,480
SUBTOTAL - WILSON LABOR SUMMARY		41	142	160	298	372	348	30	1,391	\$ 209,605

II. EXPENSE/ALLOWANCE SUMMARY

Task No.'s	Expense Description	Unit	Total Units	Cost / Unit	Total
1.0	Fire Protection System Performance Specs	Allowance	1	\$ 3,500	\$ 3,500
2.0	HVAC Engineering	Allowance	1	\$ 10,000	\$ 10,000
3.0	LED Lighting System Design	Allowance	1	\$ 10,000	\$ 10,000
4.0	Off Site Fiber Duct Bank and Panel Connection	Allowance	1	\$ 12,500	\$ 12,500
5.0	New Standby Generator	Allowance	1	\$ 15,000	\$ 15,000
6.0	MCESD Review Fees	Allowance	1	\$ 2,500	\$ 2,500
7.0	Glendale - Plan Review Fee	Sheets/Reviews	50	\$ 358.88	\$ 17,944
8.0	Misc. Engineering Allowance	Allowance	1	\$ 20,000	\$ 20,000
SUBTOTAL - EXPENSE SUMMARY					\$ 91,444

III. TOTAL DESIGN SERVICES

Item	Description	Amount
I.	WILSON LABOR SUMMARY	\$ 209,605
II.	EXPENSE/ALLOWANCE SUMMARY	\$ 91,444
III.	TOTAL DESIGN SERVICES	\$ 301,049