

**PROFESSIONAL SERVICES AGREEMENT  
NORTH GLENDALE PARK AND RIDE (FRAC)  
PROJECT NO. 212211**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Project Engineering Consultants, LLC., a Delaware corporation, authorized to do business in the State of Arizona, ("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 \$157,879 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:

Maek V. Lee  
 Project Engineering Consultants, LLC  
 2432 West Peoria Avenue, Suite 1246  
 Phoenix, Arizona 85029

- 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 Beard  
 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 one (1) year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 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**  
**Professional Services Agreement**

PROJECT

North Glendale Park and Ride project located at the existing Foothills Recreation and Aquatic Center (FRAC) parking lot.

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

SCOPE OF WORK

See attached

**EXHIBIT B  
SCOPE OF WORK**

**CITY OF GLENDALE, ENGINEERING DEPARTMENT**

**NORTH GLENDALE PARK AND RIDE PROJECT  
PROJECT NO. 212211**

**06/06/2022**

**GENERAL**

This Scope of Work prescribes engineering services to be provided by Project Engineering Consultants, Ltd., (Consultant) for the City of Glendale (City).

The City desires to construct improvements at the existing Foothills Recreation and Aquatic Center (FRAC) parking lot to provide a park and ride facility for the existing North Glendale Express bus route at Stop #17459. The scope of work as included herein will provide design services for the park and ride facility. Improvements are expected to include a mid-block bus pullout, bus shelter pad, bus shelter, shade canopy and pad for riders, retrofit of the existing parking lot for parking shade canopies, lighting for the shade canopies, landscaping design, conduits for future security cameras, etc.

Following is our detailed Scope of Work.

## **TASK SERIES 100 – PROJECT MANAGEMENT SERVICES**

### Task 101 – Manage Subconsultants

The Consultant will manage, monitor, and review each subconsultant's work for timeliness and to ensure that it meets Project requirements. The Consultant will coordinate and incorporate the information prepared by the subconsultants into the Project construction documents. The Consultant will review subconsultant's progress payments for accuracy and completeness and make payments as provided in the subconsultant's agreement.

The Consultant has selected and will retain the services of competent subconsultants who will provide specialized services for the project as follows:

- Ninyo & Moore
  - Geotechnical investigation
  - Geotechnical recommendations
  - Geotechnical report
  
- CR Engineers
  - Electrical service design/modification
  - Existing lighting modifications
  - Lighting photometrics
  - Lighting design
  - Additional conduits for future electrical, lighting, and solar
  - Communication conduits
  - Electrical load calculations
  - Technical specifications and cost estimate

### Task 102 – Conduct and Attend Meetings

The Consultant will conduct a total of up to 12 meetings 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. It is anticipated that meetings will be held every two weeks during the planning and design report stage of the project (total of five (5) meetings). Once the design memorandum has been approved, it is anticipated that meetings will be held monthly (total of five (5) meetings) through final design. An additional two (2) random meetings will be included for coordination of items that may arise during design.

The Consultant will prepare and distribute meeting agenda and minutes to the project team.

### Task 103 – Monitor Progress and Prepare Status Reports

The Consultant will provide services required to administer the contract and budget, including but not limited to, preparation and review of invoices, tracking of expenditures, scheduling of resources, review of project schedule, preparation of monthly progress reports and cash flow projections, and other routine correspondence required to complete the work.

## **Deliverables**

1. Meeting agendas and minutes
2. Project status reports

## **TASK SERIES 200 – PRE-DESIGN PHASE SERVICES**

### Task 201 – Background Data

Utilities: The Consultant will coordinate with the City to collect available utility quarter section maps and GIS shapefiles along with other relevant information such as as-built drawings as needed. The Consultant will also collect third-party utility quarter section maps for all utilities located within the project area. We will review this information for completeness and to confirm the accuracy of the data. The utility information provided by the City and owners will be used along with the survey information to prepare a utility base file for inclusion into the overall project base mapping.

Right-of-Way (ROW): The Consultant will collect available existing ROW quarter section maps from the City. Lot lines and property boundaries obtained from the City/County will be shown on the topo drawings for illustration purposes and not for use as legal description. No new right-of-way (ROW) or easements are anticipated for this project.

### Task 202 – Survey

The topography for the project will be provided using field survey. The Consultant will locate and identify pertinent above ground features within the street right-of-way including roadway monumentation, centerline pavement elevations, driveways, raised medians, fences, sidewalks, edge of pavement, traffic signage, curb, gutter, valve boxes and nut elevations, manhole rim and inverts, utility boxes, irrigation structures, poles, hydrants, plants, shrubs, and other visible features such as break lines, ditches, and swales. Horizontal controls will be based on survey benchmarks provided by the City. All survey information will be tied to established horizontal and vertical control points and will be completed under the supervision of a registered land surveyor. Base mapping will be provided in AutoCAD.

## TASK SERIES 300 – DESIGN PHASE SERVICES

This task series includes design services for construction of the proposed mid-block bus pullout, bus shelter pad, bus shelter, ADA accessible paths, parking shade structures, landscape and irrigation improvements, geotechnical analysis, and lighting improvements.

Preparation of construction drawings and technical specifications will be as follows:

1. **Drafting Standards:** The organization and preparation of construction drawings shall be in accordance with the City's CADD and drafting guidelines and standards.
2. Design plans will be prepared at a scale of 1" =20' with construction notes corresponding to the plan view.
3. **Technical Specifications:** Technical specifications shall be prepared for items of work not covered in the City's supplements to the MAG Standard Specifications, MAG Standard Specifications and to properly identify work requirements.

The anticipated design plan sheets are included in the following table:

Sheet Type	No of Sheets
Cover	1
Legend, Abbreviations & Key Map	1
Notes	1
Survey Control	1
Site Plan Sheets	4
Detail Sheets	4
Structure Detail Sheets	2
Landscape and Irrigation Sheets	3
Electrical Sheets	4
Lighting Sheets	4
Solar & CCTV Sheets	1
Geotechnical Sheets (Boring Logs)	2
<b>Total Anticipated Plan Sheet Count</b>	<b>28</b>

### Task 301 – Utility Coordination

The Consultant will identify, investigate, and confirm facility conflicts associated with the project design and assist those utilities in conflict with mitigation for clearance. PEC will perform quality level C utility investigation; utility designation and potholes are not included. PEC will submit a utility coordination matrix to the City. PEC will submit one set of coordination plans to each utility owner periodically during the design. Final construction documents submitted to the City will include utility clearances received from each affected utility.

### Task 302 – Design Memorandum (30% Design)

The Consultant will prepare a Design Memorandum that presents all information relative to the park and ride. Included will be background information, evaluation of bus pullout location, taper lengths, and overall configuration, methodology for placement of parking lot shade canopies, methodologies for placement of rider shade canopies and pads, ADA evaluation of facilities/needs, evaluation of lighting concepts, landscaping, constructability analysis, utilities, and other items.

The Consultant will develop a performance specification for shade canopies, shade canopy foundations, lighting, and lighting foundations.

A preliminary Design Memorandum will be submitted to the City for review. Review comments from the City will be incorporated into the final memorandum as appropriate and submitted to the City for approval. The project design will be based on the memorandum.

### Task 303 – Design

The project design will be based on the approved Final Design Memorandum. No formal progress submittals will be prepared for this project. Instead, updated design plans and technical specifications will be transmitted to the project team and reviewed and discussed in monthly meetings. The design will progress based on discussions in the monthly meetings with the City and members of the project team. As the design progresses towards final design, all conflicts will be resolved and the work will be shown in sufficient detail that a contractor can recognize work elements and requirements for construction with the effort that needs to be completed. The technical specifications for each discipline will be coordinated and will have progressed where the design intent is established. All utilities will be shown and the plans will become the mechanism for utility coordination with utility departments and companies.

The Consultant will provide performance specifications requiring the contractor to obtain canopy design and structural component and foundation designs from the suppliers/manufacturers. Minor structural details will be provided by the Consultant as needed.

Comments from the City and/or design team will be discussed in the monthly meetings and the construction plans and technical specifications updated as appropriate based on the results of the discussions.

The set of drawings will include a cover sheet and an index sheet in addition to the following:

- Notes sheet
- Key map sheet
- Survey control sheet
- All facilities are shown and located
- Applicable details in plans are complete
- Applicable landscape and irrigation details are complete
- Applicable structural details are complete
- Design calculations are complete

- Technical Specifications are essentially complete
- Develop opinion of probable construction costs
- QA/QC

The Consultant will prepare final sealed drawings and technical specifications. All such documents will be complete and ready for construction pricing of the work. All QA/QC will be completed, and the construction documents made ready for submittal to the City. It is assumed that this project will be constructed via low bid.

#### Task 304 – Cost Estimate

The Consultant will prepare an opinion of probable construction cost as the design progresses to final completion. An opinion of probable construction cost at final design completion will be prepared that is an update to the opinion prepared on previous submittals. Appropriate amounts for contingency and inflation will be included in the opinion of construction cost to reflect anticipated conditions at the time of construction.

#### Deliverables:

1. Electronic PDF files of preliminary and final Design Memorandum.
2. Electronic PDF files of all construction documents and cost estimate.

## **TASK SERIES 400 – CONSTRUCTION PHASE SERVICES**

This task series includes providing limited construction administration and inspection services for this project. **It is assumed that the construction will take up to 120 calendar days to complete. The hours included for field inspector assumes 8 hours per week of inspection time.** Following are detailed task descriptions.

### Task 401 – On-Site Inspection and Review of Work

An inspector will be furnished by the Consultant to maintain a periodic presence at the project site for the contractor's assumed completion time. Through on-site observations of the work-in-progress and field checks of materials and equipment, the Consultant will endeavor to provide protection for the City against defects and deficiencies in the work of the Contractor and to ensure the following:

- 1) Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.
- 2) Identify whenever it is believed that any work is unsatisfactory, faulty, or defective or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise when it is believed work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- 3) Provide support to the City's inspector as needed. The furnishing of such project representation will not make the Consultant responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the contract documents.

### Task 402 – Interpretation of Construction Documents

The Consultant will receive and transmit clarifications and interpretations of the construction documents as requested by the City's inspector or other representative. Clarifications from the Consultant will be provided to the City with the understanding that the City will forward the direction to the Contractor.

### Task 403 – Submittals, Shop Drawings, and Test Results

The Consultant will receive, review, evaluate, and distribute (or take other appropriate action in respect of) submittals, shop drawings, samples, test results, and other data which Contractor is required to submit. The Consultant's review shall be for conformance with the design concept of the project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto.

The Consultant will maintain a submittal log showing dates of submittal, transmittal action to other subconsultants, dates of return and review action. Copies of the log shall be furnished to the City and the

Contractor monthly. The Consultant will promptly and in accordance with Project schedule requirements, review and approve, reject, or take other appropriate action on the Contractor's request for substitutions. The Consultant will not approve any proposed substitution unless such substitution conforms to the project design concept and the construction contract documents including the contract price.

Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews.

#### Task 404 – Meetings

The Consultant will attend weekly construction meetings with the City and Contractor. Attendance to these meetings is to provide clarification/guidance on design issues and to monitor progress of the Contractor. **It is assumed that meeting agendas, meeting minutes, scheduling of meetings will all be completed by the City or Contractor and that all meetings will be run by the City or Contractor.**

#### Task 405 – Change Orders

The Consultant will promptly consult with and advise the City concerning, and shall administer and manage, all change order requests and change orders. The Consultant will prepare, when requested by the City, required drawings, specifications and other supporting data regarding change order requests and change orders.

#### Task 406 – Records

Whenever the Consultant inspector or other Consultant personnel are on-site observing the Contractor's work, daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, on-site equipment, subcontractors on-site, observations in general and specific observations in detail as to observing test procedures will be prepared.

In addition, we will maintain a digital photographic file of the progress of the construction activities when on site. This photo file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files which have been formatted to represent the specific construction area of the Project.

#### Assumptions

1. The City or its designated contractor will provide materials testing for the project.
2. The Contractor will provide construction staking for the project.

## **TASK SERIES 500 – POST CONSTRUCTION PHASE SERVICES**

### **Task 501 – Record Drawings**

The Consultant will prepare a set of record drawings showing those changes made during construction and sealed by the engineer of record. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by Contractor(s) to City and Consultant which Consultant will review for accuracy and completeness. The record drawings shall be available to the City within thirty (30) days of receipt of all data in its entirety from the Contractor.

### **Deliverables**

1. One (1) set of electronic files representing record drawing information copied on two (2) compact disks or flash drives. This set of record drawings shall be developed in electronic format using AutoCAD.

## **TASK SERIES 600 – ALLOWANCES**

### Task 601 – Geotechnical (Ninyo & Moore)

PEC's subconsultant (Ninyo & Moore) will perform geotechnical services including soil testing and evaluation. Scope and fee breakdown are included in the subconsultant proposal attachment.

### Task 602 – Lighting & Electrical Design (CR Engineers)

PEC's subconsultant, CR Engineers, will perform the following services. Scope and fee breakdown are included in the subconsultant proposal attachment.

- Utility coordination for existing services peak demand usage
- Service entrance section design/modification and utility company coordination
- Tie any new lighting into existing lighting controls or tie into existing
- Driving area lighting requirements per City of Glendale Standards
- Under canopy lighting requirements per City of Glendale Standards
- Passenger platform lighting requirements per City of Glendale Standards
- Entry road lighting design
- Streetlighting modifications per City of Glendale Standards
- Site lighting fixture selections all to be LED
- Spare conduit addition for future electrical and lighting
- Power distribution design
- Conductor and conduit sizing to all equipment
- Circuit breaker design
- Provide panel schedules for the panel boards
- Electrical load calculations
- Fault current calculations
- Electrical single line diagrams
- Lighting photometrics for the park and ride and streets
- Conduit infrastructure (only) for any communications (CCTV, etc)
- Electrical Cost Estimate
- Technical specifications
- Conduit for future solar (only)

### Task 603 – Bid Phase Services-Electrical & Lighting (CR Engineers)

PEC's subconsultant, CR Engineers, will perform bid assistance with attendance to the pre-bid meeting, responding to contractor questions during the bidding, and preparation of addenda as required.

### Task 604 – Construction Phase Services-Electrical & Lighting (CR Engineers)

PEC's subconsultant, CR Engineers, will perform construction phase services including review of electrical, lighting, and conduit submittals from contractor; respond to electrical and lighting requests for information from the contractor; and conduct special inspections of electrical and lighting related construction.

## Task 605 – Bid Phase Services (PEC)

The Consultant will provide Bid Phase Services as detailed in the following paragraphs:

### Task 605.1 – Bidding Services

During project bidding, the Consultant will respond to contractor requests for information (RFI), attend the bid opening, assist the City to organize and tabulate contractor bids, and coordinate as appropriate with City personnel. The Consultant will evaluate the bids and the qualifications of the bidders and make a written recommendation to the City for award. If the low bid is higher than the Engineer's Estimate, the Consultant will provide an analysis and a written recommendation on how to proceed which may include re-bidding the project.

### Task 605.2 – Pre-Bid Meeting

The Consultant will conduct a Pre-Bid Meeting with the City and contractors who are considering bidding the project. The Consultant will provide an overview of the project; answer contractor questions; clarify issues with the plans and specifications; and prepare and distribute meeting minutes. In addition, items requiring an addendum will be identified and an addendum issued (see Addenda section).

### Task 605.3 – Addenda

As required, the Consultant will issue addenda before and during the bidding phase to address clarification of the plans and specifications. All addenda will be provided to the City in the form of a sealed document, either full-size plan sheet or an 8-1/2 x 11 sheets of paper. All plan related addenda for the project will be included in the record drawings provided to the City at the end of the construction.

## Deliverables

1. One (1) set of documents detailing all assistance given to the City in answering Contractor bid questions
2. One (1) set of addenda prepared by the Consultant on behalf of the City
3. One (1) set of documents detailing all assistance given to the City in evaluating bids and making a recommendation for award.

## Task 606 – Reimbursable Expenses

Work under this item includes reimbursement for printing and reproduction services related to the project documents at all stages of submittal.

## Task 607 – Design Contingency Allowance

The City may elect to have the Consultant provide services in addition to those already included in this project. This allowance shall be used to fund such work which will be completed in accordance with this

scope of work or as amended therein. It shall also be used to cover any additional costs associated with unforeseen work on the project. No additional or out-of-scope work will be started by the Consultant until written direction from the City is received and agreed upon by both parties.

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

SCHEDULE

See attached

**Exhibit C - City of Glendale  
North Glendale Park and Ride**

**PROJECT SCHEDULE**

ID	Task Name	Duration	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	N	
1	Notice to Proceed	0 days	3/10/17	7/24/17	1/4/21	28/31	7/18													
2	Pre-Design Phase Services	20 days																		
3	Background Data	20 days																		
4	Survey	20 days																		
5	Design Phase Services	140 days																		
6	Utility Coordination	90 days																		
7	Design Memorandum	50 days																		
8	Design	90 days																		
9	Bid Phase Services	20 days																		
10	Bidding Services	20 days																		
11	Pre-Bid Meeting	0 days																		
12	Addenda	10 days																		
13	Bid Award	20 days																		
14	Construction Phase Services	100 days																		
15	Post Construction Phase Services	20 days																		



**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 \$157,879.

**DETAILED PROJECT COMPENSATION**

See attached.

**EXHIBIT D  
CITY OF GLENDALE, ENGINEERING DEPARTMENT**

**NORTH GLENDALE PARK AND RIDE  
PROJECT NO. 212211**

**FEE ESTIMATE**

6/6/2022

**Professional Services**

Task Series 100 - Project Management Services	= \$	11,878
Task Series 200 - Pre-Design Phase Services	= \$	10,829
Task Series 300 - Design Phase Services	= \$	<u>44,588</u>

DESIGN PHASE SUBTOTAL     \$     67,295

Task Series 400 - Construction Phase Services	= \$	30,429
Task Series 500 - Post-Construction Phase Services	= \$	<u>1,144</u>

CONSTRUCTION & POST-CONSTRUCTION PHASE SUBTOTAL = \$     31,573

NOT TO EXCEED FEE     \$     98,868

**Task Series 600 - Allowances**

601 - Geotechnical (Ninyo & Moore)	= \$	7,500
602 - Lighting & Electrical Design (CR Engineers)	= \$	30,925
603 - Bid Phase Services - Electrical & Lighting (CR Engineers)	= \$	1,998
604 - Construction Phase Services - Electrical & Lighting (CR Engineers)	= \$	12,936
605 - Bid Phase Services (PEC)	= \$	3,402
606 - Reimbursable Expenses	= \$	250
607 - Design Contingency	= \$	<u>2,000</u>

TOTAL ALLOWANCES = \$     59,011

**TOTAL = \$     157,879**