

PROFESSIONAL SERVICES AGREEMENT
City Wide Bus Pullout Design
Project 212259

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Kimley-Horn and Associates, Inc., a North Carolina Corporation, authorized to do business in the State of Arizona, ("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 \$194,030 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 \$2,000,000 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:

Gabrielle Amado
 Kimley-Horn & Associates, Inc
 7740 North 16th Street, Suite 300
 Phoenix, Arizona 85020

- 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 Dan Gerhard
 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 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) year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

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

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Scope of Work
- Exhibit C Schedule
- Exhibit D Compensation

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:


Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Kimley-Horn & Associates, Inc,
a North Carolina Corporation

KHAMT
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By: ~~David Feistike~~, P.E. JASON BURN
Its: Senior Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

Survey and design of 15 new bus pullouts within the City of Glendale limits. Locations are as follows:

SB 59th Ave at Bethany Home
EB Bethany Home at 59th Ave
EB Glendale Ave at Litchfield Rd
EB Glendale at 59th Ave
NB 59th Ave at Camelback
SB 59th Ave at Greenway
SB 59th Ave at Glendale
EB Union Hills at 67th Ave
WB Union Hills at 67th Ave
EB Union Hills at 75th Ave
WB Union Hills at 75th Ave
EB Union Hills at 79th Ave
EB Glendale at El Mirage
WB Glendale at Dysart
WB Camelback at 43rd

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See the attached proposal



**CITY OF GLENDALE
BUS STOP PULLOUT IMPROVEMENTS
ENGINEERING SERVICES**

SCOPE OF SERVICES
Prepared July 28, 2022

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Glendale (“City” or “Client”) for providing engineering services for bus stop pullout improvements at select locations in the City of Glendale.

Project Understanding

This project consists of providing preliminary engineering and final design engineering services to provide bus stop pullouts at 15 locations throughout the City of Glendale. Kimley-Horn will gather data, coordinate with utilities, and will prepare final design plans, specifications, and cost estimates for the recommended alternatives developed during the preliminary engineering phase. Work associated with this project consists of installing new bus stop pullouts per the City of Glendale design standards including pavement replacement, curb ramp/driveway reconstruction, curb & gutter replacement, sidewalk replacements, signing & pavement marking to accommodate the new bus stop pullouts. The 15 bus stop locations are described below:

- Bethany Home Rd & 59th Ave – EB bus stop
- Bethany Home Rd & 59th Ave – SB bus stop
- Glendale Ave & Litchfield Rd – EB bus stop
- Glendale Ave & 59th Ave – EB bus stop
- Glendale Ave & 59th Ave – SB bus stop
- Camelback Rd & 59th Ave – NB bus stop
- Greenway Rd & 59th Ave – SB bus stop
- Union Hills Dr & 67th Ave – EB bus stop
- Union Hills Dr & 67th Ave – WB bus stop
- Union Hills Dr & 75th Ave – EB bus stop
- Union Hills Dr & 75th Ave – WB bus stop
- Union Hills Dr & 79th Ave – EB bus stop
- Glendale Ave & El Mirage Rd – EB bus stop
- Glendale Ave & Dysart Rd – WB bus stop
- Camelback Rd & 43rd Ave – WB bus stop

Scope of Services

Kimley-Horn will provide the services specifically set forth below:

Task 1. – Project Management

- a. Kimley-Horn will establish a project management system to provide adequate scope, schedule, and budget control, and be responsive to input from the City.
- b. Kimley-Horn will perform contract management services such as preparing the design services contract, subconsultant agreements, and monthly invoicing.
- c. Kimley-Horn will monitor all subconsultants' schedules and work products to ensure that their activities are coordinated.
- d. Kimley-Horn will develop, comply, monitor, and audit their design quality control plan for this project including internal meetings with staff, Quality Control/Quality Assurance, and CADD maintenance.
- e. Kimley-Horn will provide maintain project schedule showing project deliverables and the major milestones required by the City.
- f. Kimley-Horn will maintain an action item log throughout the design schedule of major items that require resolution including the responsible party and due date

Task 2. – Project Meetings

- a. Kimley-Horn will attend up to three (3) progress meetings. Meetings will be held following each submittal stage, if necessary, or at the discretion of the City.
- b. Kimley-Horn will be responsible for preparing meeting agendas, exhibits, and meeting notes.
- c. Any meetings beyond those listed above will be considered additional services.

Task 3. – Data Collection

- a. Kimley-Horn's subconsultant Ardurra Group will establish horizontal and vertical control based on City's Engineering and Design Standards.
- b. Kimley-Horn's subconsultant Ardurra Group will perform a design-level 3D topographic survey based on the detailed survey request prepared by Kimley-Horn, including aerial mapping and supplemental ground survey, and provide in CAD format.
- c. Kimley-Horn will review and update the topographic survey CAD base file to include line styles, cells, symbols, etc. that provide clarity in the presentation within the construction plans.

- d. Kimley-Horn will perform a field review to verify the topographic survey and above-ground utility features. The topographic survey CAD base file will be updated based on the results of the field review.
- e. Kimley-Horn's subconsultant Ardurra Group will review information provided by the City and County GIS website to prepare existing right-of-way mapping including right-of-way, parcel lines, and easements within the limits of the detailed survey request provided by Kimley-Horn.
- f. The City will provide to Kimley-Horn existing information consisting of record drawings, related design studies and reports, geotechnical investigations, traffic data and projections, maintenance records, and drawings of developments planned within the project areas.
- g. The City will be responsible for ordering title reports.
- h. Kimley-Horn will keep a log and copy of all information collected through the duration of the project, including photos, record drawings, reports, and other documents provided by the City, stakeholders, utility companies, external agencies, and developers.
- i. Ardurra Group's scope and fee is included below as **Task 11**.

Task 4. – Utility Coordination

- a. Kimley-Horn will contact Arizona Blue Stake (AZ811) to identify all utilities within the project limits and will contact utility companies within the project limits to request utility maps.
- b. Kimley-Horn will be responsible for developing a utility contact list and contacting each non-City utility company within the project limits to inform them of the design of the project. Kimley-Horn will update the utility contact list through the design schedule.
- c. The plans will show existing and proposed City and non-City utilities and relocations.
- d. Kimley-Horn will provide design plans to utility companies following each plan submittal and will attach utility clearance letters to be returned to Kimley-Horn by the utility.
- e. Kimley-Horn will identify readily apparent utility conflicts and advise the City and the utility company. City-owned utilities will be coordinated by City staff.
- f. All utility coordination correspondence will be sent to the City's Project Manager.
- g. Kimley-Horn will attend and lead up to one (1) utility coordination meetings. Kimley-Horn will prepare meeting agendas, exhibits, and notes for these meetings.

Task 5. – Preliminary Engineering

- a. Kimley-Horn will develop bus stop pullout alternatives for each of the proposed bus stop pullout locations. These alternatives will consist of evaluating the location of the

bus stop pullout, access control/driveway access, and the bus stop pullout configuration/geometry to minimize impacts to right-of-way and major existing features such as retention basins, private utilities, property walls, etc

- b. Kimley-Horn will produce exhibits and identify engineer's estimates of probable land /construction costs for the City to review with a goal of defining the preferred bus stop pullout layouts and locations. A maximum of two (2) alternatives will be developed and evaluated for the following locations:
- Bethany Home Rd & 59th Ave – EB & SB bus stops
 - Glendale Ave & Litchfield Rd – EB bus stop
 - Glendale Ave & 59th Ave – EB & SB bus stops
 - Camelback Rd & 59th Ave – NB bus stop
 - Greenway Rd & 59th Ave – SB bus stop
 - Union Hills Dr & 67th Ave – EB & WB bus stops
 - Union Hills Dr & 75th Ave – EB & WB bus stops
 - Union Hills Dr & 79th Ave – EB bus stop
 - Glendale Ave & El Mirage Rd – EB bus stop
 - Glendale Ave & Dysart Rd – WB bus stop
 - Camelback Rd & 43rd Ave – WB bus stop
- c. Kimley-Horn will submit the prepared exhibits and engineer's opinions of probable costs to the City for review and input. The City will determine the preferred bus layout for each location. Kimley-Horn will incorporate any comments received on the Preliminary Engineering submittal on subsequent submittals.

Task 6. – Roadway Design Plans

- a. Using the results of the preliminary engineering evaluation as a basis for design, Kimley-Horn will prepare roadway design plans in accordance with City of Glendale and Maricopa Association of Governments (MAG) standards.
- b. Roadway design will consist of items detailed in the preliminary engineering evaluation. Roadway improvements will be designed to maintain and/or replace curb, gutter, driveways, sidewalk, and drainage infrastructure where applicable.
- c. Related signing, marking, drainage, street lighting improvements will be shown on the roadway plan sheets. These improvements will be limited to relocating existing features when impacted by the proposed roadway improvements.
- d. No profiles will be provided. Staking and grading information will be shown on the roadway plan sheets.
- e. A roadway surface model will be developed for the purposes of developing cut/fill impacts. Earthwork quantities, cross-sections, or a 3D model will not be provided as a part of this contract.

- f. The following roadway plan sheets are anticipated for this project:
- Cover Sheet (1 Sheet)
 - Legend, Notes, and Key Map (1 Sheet)
 - Geometric Control (1 Sheet)
 - Bus Stop Pullout Detail Sheets (3 Sheets)
 - SB Bethany Home Rd & 59th Ave Plan Sheet (10 Scale) (1 Sheet)
 - EB Bethany Home Rd & 59th Ave Plan Sheet (10 Scale) (1 Sheet)
 - EB Glendale Ave & Litchfield Rd Plan Sheet (10 Scale) (1 Sheet)
 - EB Glendale Ave & 59th Ave Plan Sheet (10 Scale) (1 Sheet)
 - SB Glendale Ave & 59th Ave Plan Sheet (10 Scale) (1 Sheet)
 - NB Camelback Rd & 59th Ave Plan Sheet (10 Scale) (1 Sheet)
 - SB Greenway Rd & 59th Ave Plan Sheet (10 Scale) (1 Sheet)
 - EB Union Hills Dr & 67th Ave Plan Sheet (10 Scale) (1 Sheet)
 - WB Union Hills Dr & 67th Ave Plan Sheet (10 Scale) (1 Sheet)
 - EB Union Hills Dr & 75th Ave Plan Sheet (10 Scale) (1 Sheet)
 - WB Union Hills Dr & 75th Ave Plan Sheet (10 Scale) (1 Sheet)
 - EB Union Hills Dr & 79th Ave Plan Sheet (10 Scale) (1 Sheet)
 - EB Glendale Ave & El Mirage Rd Plan Sheet (10 Scale) (1 Sheet)
 - WB Glendale Ave & Dysart Rd Plan Sheet (10 Scale) (1 Sheet)
 - WB Camelback Rd & 43rd Ave Plan Sheet (10 Scale) (1 Sheet)
 - Signing and Marking Detail Sheets (2 Sheets)

Task 7. – Cost Estimates and Technical Specifications

- a. Kimley-Horn will prepare a list of anticipated quantities to be submitted at each design stage.
- Quantities will be presented on the plan sheets and in a separate quantities spreadsheet using custom bid items based on MAG item descriptions.
 - An opinion of probable cost will be provided for these quantities.
- b. Kimley-Horn will prepare separate cost estimates for each bus pullout location.
- c. Kimley-Horn will prepare technical special provisions for the 90%, and Final submittals. The specifications will be prepared utilizing MAG and City of Glendale format.

Task 8. – Reviews and Submittals

- a. Kimley-Horn will prepare and submit construction documents at three stages of development:

- i. Preliminary Engineering Evaluation
 - ii. 90% Submittal
 - iii. Final Sealed Submittal
- b. All submittals, including the final, shall be submitted in electronic format. The City will provide reproduction of the drawings and documents for reviews, submittal, and construction phase.
 - c. Kimley-Horn will compile comments received from the City following the Preliminary Engineering Evaluation and 90% Submittals. These comments will be compiled in a spreadsheet that contains responses and resolutions to each comment. This spreadsheet will be submitted at the following submittal stage.
 - d. This task provides time for internal QA/QC reviews before each submittal.

Design Allowances**Task 9. – Utility Potholing (ALLOWANCE)**

- a. This allowance is provided for utility potholes. If needed, Kimley-Horn will obtain a subconsultant and will coordinate the acquisition of utility pothole data.
 - i. Kimley-Horn will coordinate the required potholes and will prepare pothole exhibits and CAD files for the pothole request information. This will include potholes that will be performed by Kimley-Horn's subconsultant.
 - ii. Kimley-Horn will update the existing utility CAD base file based on the results of the pothole data.

Task 10. – Right-of-Way/Easement Legal Descriptions/Exhibits (ALLOWANCE)

- a. This allowance is provided for the acquisition of right-of-way legal/easement descriptions and exhibits that may be required for construction. If needed, Kimley-Horn will prepare up to ten (10) legal descriptions with accompanying exhibits for right-of-way and other proposed easements per City of Glendale requirements

Subconsultant Services**Task 11. – Control and Topographic Survey (Ardurra Group)**

- a. Ardurra Group will perform the control and topographic survey for this project. Ardurra Group's scope of services is included with this fee proposal in **Appendix A**.

Services Not Included

Any tasks not specifically listed in the above scope of services are to be considered additional services. Additional services include but are not limited to:

- a. Attending more than 3 City coordination meetings and more than 1 utility coordination meetings
- b. Public meetings or public involvement
- c. Private utility design
- d. Post-design services
- e. Landscape and irrigation design
- f. Offsite drainage design
- g. Erosion control design
- h. Traffic signal design
- i. Street lighting design
- j. Utility potholing
- k. Sewer/Water design
- l. Land acquisition
- m. ITS design
- n. Permitting fees

Information Provided By Client

We will be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client will provide all information requested by Kimley-Horn during the project.



APPENDIX A
ARDURRA GROUP SCOPE OF SERVICES



July 27, 2022

Mr. Billy Seeger
Project Manager
c/o Kimely-Horn
1001 West Southern Avenue
Suite 131
Mesa, AZ 85210

**RE: Scope of Work and Fee Proposal
City of Glendale Bus Stop Pullouts
Topographic Base Mapping and ROW/Parcel Base Mapping**

Dear Mr. Seeger

Thank you for allowing **Ardurra** to provide you with the attached Scope of Work and Fee Proposal for Topographic Survey & Base Mapping and ROW/Parcel Base Mapping associated with your **City of Glendale Bus Stop Pullouts** project. This scope & fee is based on your 7/19 and 7/26 emails, as well as, our conversation on 7/27. Should you have any questions or need additional information concerning the preparation of this proposal, please do not hesitate to contact me at 602-263-1177 office, 602-920-6363 cell, or tray@ardurra.com.

We appreciate the opportunity to submit this proposal to you and look forward to ANOTHER successful project with Kimley-Horn!

Respectfully,

Ardurra

A handwritten signature in blue ink that reads "Troy A. Ray".

Troy A. Ray, RLS
Survey Office Manager

SCOPE OF WORK

Kimley-Horn – Bus Stop Pullouts throughout the City of Glendale – Glendale, AZ TOPOGRAPHIC BASE MAPPING AND ROW/PARCEL BASE MAPPING

INTRODUCTION

Ardurra proposes to provide land surveying services to **Kimley-Horn (Client)** associated with their **City of Glendale Bus Stop Pullouts** project in the form of field and office land surveying tasks related to the production of one (1) Topographic Survey Base Map and one (1) Right-of-Way (ROW)/Parcel Base Map containing eleven (11) sites. **Please see Figure No. 1** received from **Client** showing all eleven (11) Bus Stop pullout/project locations. This graphic shows the Topographic base mapping limits being the red outlined areas. ROW/Parcel base mapping limits will be large enough to encompass the topographic survey base mapping while showing controlling Sectional/centerline line work, as well as, adjacent parcels. ROW/parcel base mapping will be produced using several sources of data including GDACS Sectional line work, recorded plats & deeds, as well as, PARCEL line work from the Maricopa County Assessor's GIS. The project areas are located throughout the City of Glendale, Maricopa County, Arizona.

Pertaining to field work, ground control and data collection shall be subject to the following:

- **Horizontal control** – NAD83 Arizona State Plane Coordinate System – Central Zone Coordinates, International Feet
- **Vertical control** – NAVD88 elevations, International Feet

The above-noted tasks can be separated into the following three (3) phases:

Phase-1: Office/Field – Overall Control and Topographic Data Collection

Ardurra will provide field survey work. To establish horizontal and vertical control field crews will search for and “tie-into” monuments shown on the Maricopa County Geodetic Densification and Cadastral Survey (GDACS) survey for the Sections (or portions thereof) encompassing each of the eleven (11) sites, as well as, any separate centerline monumentation present.

Project locations are all at the intersections listed below:

1. SEC Bethany Home Road & 59th Avenue
2. SEC Glendale Avenue & Litchfield Road
3. SEC Glendale Avenue & 59th Avenue
4. NEC Camelback Road & 59th Avenue
5. SWC Greenway Road & 59th Avenue
6. NWC and SEC Union Hills Drive & 67th Avenue
7. NWC and SEC Union Hills Drive & 75th Avenue
8. SEC Union Hills Drive & 79th Avenue
9. SEC El Mirage Road & Glendale Avenue
10. NWC Dysart Road & Glendale Avenue

11. NWC Camelback Road & 43rd Avenue

Topographic data collection for each project location may include the following, if present:

- Curb & Gutter
- Edge of Pavement
- Planters
- Striping
- Sidewalk
- Roads/trails/walkways/paths
- Water Valves (*with top of nut*)
- Manholes (*with inverts*)
- Concrete structures
- Signs
- Light Poles
- Fences and Walls (*material and height*)
- Visible above-grade utilities such as power poles, fire hydrants and transformers
- Drainage structures such as head walls, culverts, scuppers and rip-rap areas
- Irrigation valve boxes
- Water meters
- Trees - Trunks
- Ground shots on appropriate-size grid. 50' (or smaller/tighter) cross sections within the above-mentioned red outlined areas.
- Grade breaks and other ground shots enabling production of accurate DTM (*surface*) including any low points

EXCLUSION

- "Blue-Stake" underground utility marking request/coordination

UNDERSTANDINGS

- **Client** to provide written (*or e-mailed*) permission to **Ardurra** for entry into project areas.
- **Ardurra** field crew to use GPS RTK techniques for data collection

Phase-2: Office – Topographic Survey Base Mapping

Ardurra will provide office survey work to process data and produce one GROUND topographic survey basemap covering/containing the above-mentioned eleven (11) areas/locations. We will use all of the data as noted in bullet points in *Phase-1* above present in said areas. Topographic Basemapping will be produced at an appropriate scale and presented in **Civil3D 2019** format.

UNDERSTANDING

- Appropriate points, breaklines and a boundary will all be used in conjunction to produce the DTMs (*surfaces*) for this project. Eleven (11) surfaces will be contained in one .dwg file.

Phase-3: Office – Right-of-Way/Parcel Base Mapping

Ardurra will provide office survey work to calculate and produce one Right-of-Way/Parcel base map covering/containing the above-mentioned eleven (11) areas/locations.

Please see **Figure No. 1**. This includes the right-of-way lines and the first one or two parcels adjacent to the red-outlined topographic survey data collection areas. Again, line work shown on ROW/parcel base map will be produced using several sources of data including GDACS Sectional line work, recorded plats & deeds, as well as, PARCEL line work from the Maricopa County Assessor's GIS. Right-of-Way line work will be calculated and made consistent with existing centerline information.

UNDERSTANDINGS

- Maricopa County Assessor's Parcel Number (APN), Owner's Name and recording information will be shown for the first one or two parcels adjacent to the red-outlined topographic survey data collection areas.
- Other labels will include: Recording information for right-of-way creation (if available), Plat recording information and Subdivision Lot & Tract Number.

EXCEPTIONS

- Strip Map
- Parcel spreadsheet

DELIVERABLES: To Client from **Ardurra**

Topographic Survey Base Mapping – See Phase-2 above

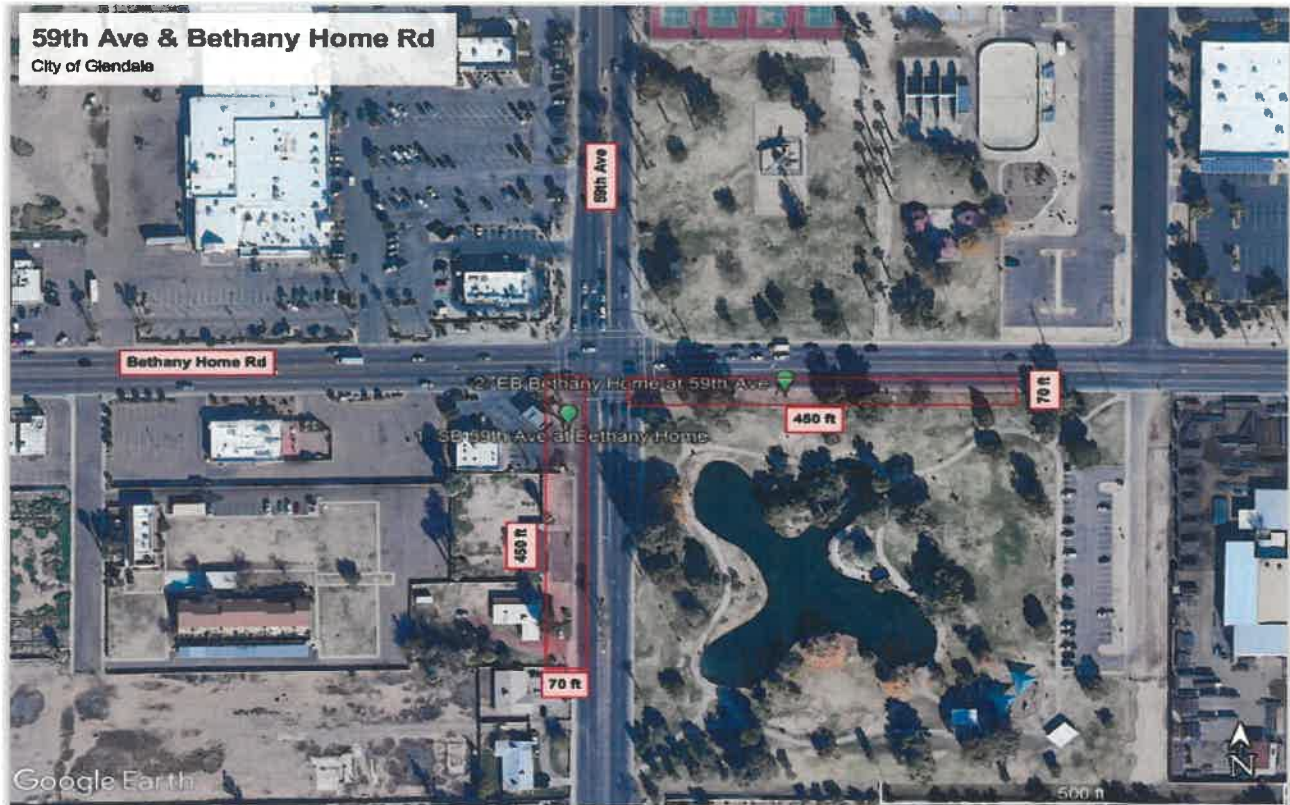
- **.dwg** file of topographic survey basemap – includes points & surface
- **.xml** file of digital terrain model (DTM-surface)
- **.txt** file of point data in P,N,E,EL,Description format (points)

Right-of-Way/Parcel Base Mapping – See Phase-3 above

- **.dwg** file of ROW/Parcel basemap

FEE - \$46,010 (Lump Sum)

FIGURE NO. 1



PHOENIX: 1001 N. Central Avenue, Suite 900, Phoenix, AZ 85004 | P: 602-263-1177 | F: 602-277-6286

MESA: 63 E. Main Street, Suite 502, Mesa, AZ 85201 | P: 480-539-7497

www.rpaeng.com

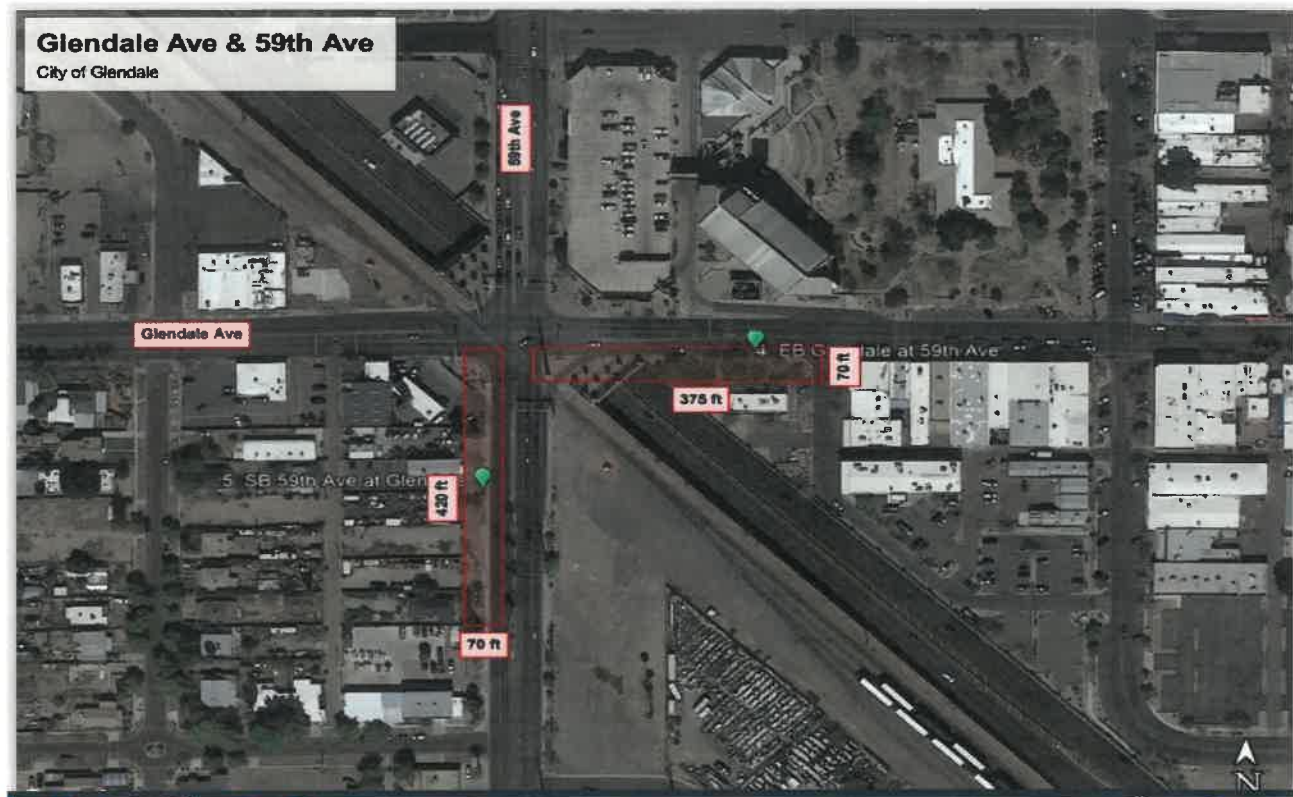








EXHIBIT C
Professional Services Agreement

SCHEDULE

September 2022 to June 2023

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 \$194,030.

DETAILED PROJECT COMPENSATION

See Attached.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 9 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 Project Management.....	\$10,300
Task 2 Project Meetings.....	\$4,140
Task 3 Data Collection	\$5,625
Task 4 Utility Coordination.....	\$3,530
Task 5 Preliminary Engineering.....	\$25,090
Task 6 Roadway Design.....	\$56,730
Task 7 Cost Estimates and Technical Specifications	\$18,575
Task 8 Reviews and Submittals.....	\$4,450
Subtotal Direct Labor.....	\$128,440
Task 9 Utility Potholing (Allowance)	\$12,800
Task 10 Right-of-Way Legal Descriptions (Allowance)	\$6,280
Subtotal Direct Labor (Allowance).....	\$19,080
Task 11 Topographic Survey (Ardurra Group).....	\$46,010
Subtotal Subconsultant Labor	\$46,010
General Expenses.....	\$500
Total Not-to-Exceed Fee	\$194,030