

PROFESSIONAL SERVICES AGREEMENT

67th AVENUE & ACDC CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES
Project #192038

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and GHD Inc., a California 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 \$265,235 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:

Michael A. Worlton, Principal
 GHD, Inc.
 4747 North 22nd Street, Suite 200
 Phoenix, Arizona 85016

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
 c/o Abdul Rashid, Sr. Civil Engineer
 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

67th Avenue and ACDC Sewer Lift Station 2 Construction Administration & Inspection Services

EXHIBIT A

Professional Services Agreement

PROJECT

The existing 67th Avenue and ACDC Sewer Lift Station 2 (SLS) was constructed between 1985 and 1987, with rehabilitation in 2010. It is located on the west side of the 67th Avenue on the south bank of the Arizona Canal, south of Greenway Road.

The project includes the construction administration and inspection of the approved design to convert the lift station from a dry well configuration to a submersible pump configuration. The work involves:

- Demolition of existing components
- Installation of new electrical, instrumentation and controls
- Upgrade of the generator and fuel tank
- Replacement of the odor control system
- Rehabilitation of the influent manhole
- Addition of an influent flow meter vault
- Modifications to the site grading with upgrades to the onsite stormwater retention basin
- Upgrade to CMU site walls and gates
- Resurfacing, grouting, coating, and modifications to the wet well to accommodate the submersible pumps
- Installation of new submersible pumps
- Modifications to the below and above ground piping to the existing forcemain

The proposed scope also involves project coordination and support for the City selected CMAR to execute the work, as well as inspection services for the work performed by the CMAR as described in Exhibit B.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See attached

EXHIBIT B

Professional Services Agreement

1. Scope of Work

CONSULTANT proposes the following key activity categories:

- Task 100 – Project Administration
- Task 200 – Construction Inspections & System Start-up
- Task 300 – Permitting Support

100 – Project Administration

CONSULTANT shall provide the following project construction management services throughout the duration of construction, which is assumed to be no more than 12-months (48-weeks):

- **101 – Project Management, Administration & Invoicing**
 - Coordinate with CITY and CMAR as required.
 - Prepare monthly invoices, cash flow, and progress reports for the professional services effort.
 - Review and submit comments on the baseline CMAR schedule.
 - Manage and maintain construction documents.
- **102 – Progress meeting (weekly)**
 - Facilitate and attend up to forty-eight (48) weekly progress meetings, up to 1-hour duration each held virtually as a default, unless an in person meeting is necessary. Fee based on assumption one GHD staff will attend up to twenty-four (24) in person meetings, with the rest of the GHD team attending virtually.
 - Coordinate meeting schedule and agenda.
 - Review CMAR submitted meeting minutes and provide comments.

200 – Construction Inspections & System Start-up

CONSULTANT shall provide the following project construction services and inspections throughout the duration of construction, which is assumed to be no more than 12-months (48-weeks):

- **201 – Pay application reviews**
 - Review up to twelve (12) pay application reviews either endorsing or rejecting the CMAR claim.
 - Coordination with CITY for pay apps submitted by CMAR.
- **202 – Construction Site Observation**
 - CONSULTANT to perform up to ninety-six (96) site visits, two (2) times a week, up to 4-hours onsite per visit, during construction. The purpose of these progress observations is to provide a higher level of confidence for the CITY that the CMAR work is in adherence to the Contract Documents. It is understood that the CITY will not carry out daily inspections separately.
 - Additional inspections can be requested by the CITY on a time and materials basis, separate from the fee associated with this project scope.
 - Prepare construction observation reports for each visit, recording at least the progress observed, quality, photos, and a brief discussion on outstanding concerns or issues noted during the observation visits.
- **203 – Start-up and Commissioning**
 - Participate up to 1-week in total for the start-up and commissioning for the lift station. Additional start up and commissioning support may be requested by the CITY on a time and materials basis.

- **204 – Operation and Maintenance (O&M) Manual**
 - Review up to nine (9) O&M manuals provided by the CMAR, refer to attached anticipated Submittal List for sections with O&M Manuals.
 - CMAR to provide final approved O&M manuals to CITY.
- **205 – COG Asset Register**
 - Populate the City of Glendale Asset Register template in Excel format. CITY to provide latest version of asset template at the start of the project.

300 – Permitting Support

- **301 – Record documents preparation (as-builts, inspection reports, test reports)**
 - Prepare record drawings for Lift Station 2 based on CMAR provided markups and as-builts for submittal to MCESD and the CITY in PDF format.
 - Facilitate project closeout at the end of the project (i.e., document transfer).
- **302 – AOC Application for MCESD**
 - Prepare the MCESD Approval of Construction (AOC) application and submit and provide an allowance for permit fees. The CITY shall sign all applications, not CONSULTANT.
- **303 – AOC Application Site Visit**
 - Attend up to one (1) site visit with MCESD to obtain approval of construction.

Subconsultant – Darcor

GHD shall engage Darcor to provide the following:

- Electrical and instrumentation technical input during the progress meetings, inspections of CMAR’s electrical subconsultants work, start-up and commissioning.
- Up to seven (7) site visits during construction: two (2) for underground conduit observation, one (1) for conduit installation observation in the building, one (1) for I/O loop checking, one (1) for substantial completion walk-thru/startup, one (1) to witness ground testing and one for a final walk-thru.
- Complete electrical and instrumentation record documents.

2. Assumptions and Exclusions

CONSULTANT applied the following assumptions and exclusions in developing the scope of work and fee estimate. CITY is responsible for reviewing and agreeing with all assumptions and exclusions. If there are any changes in scope during the project, CONSULTANT shall notify CITY of those changes and potential impacts to the approved scope and fee.

2.1 Assumptions

CONSULTANT assumes the following:

- The Maricopa County Environmental Services Department (MCESD) Subdivision and Infrastructure Division will be reviewing the AOC application.
- CMAR shall prepare and apply for the permits required for the construction phase, as identified in the specifications.
- CONSULTANT shall complete the AOC application and sign as Engineer, and CITY to sign as Owner.
- Construction contract duration is assumed to be 12 months (48 weeks).
- CMAR shall be responsible for survey staking, soils, and material testing.

2.2 Exclusions

The following are excluded:

- Ground differential settlement analysis, drainage assessment, existing assets condition assessment, and other specialist technical input/inspections not specified in this scope.
- Trench and/or shoring inspections associated with construction.
- Public/community engagement, meetings, and notifications not specified in this scope.
- Stormwater Pollution Prevention/Erosion Plan to be submitted by the CMAR for the work identified under this project.
- Dust Control Permit to be submitted by the CMAR for the work identified under this project.
- Asbestos survey to be submitted by the CMAR or CITY for the work identified under this project.
- Easement and legal document preparation.
- Effort for design updates, submittals, RFIs, and preconstruction activities not identified under this project.

If any of the excluded items listed above are requested by CITY during the project, CONSULTANT will provide scope and fee offers for review and approval before executing the additional effort.

EXHIBIT C
Professional Services Agreement

SCHEDULE

See attached

EXHIBIT C
Professional Services Agreement
SCHEDULE

Schedule

Project schedule per CMAR's submitted construction schedule.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and Materials

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 \$265,235.

DETAILED PROJECT COMPENSATION

See attached.

EXHIBIT D
Professional Services Agreement
COMPENSATION

Compensation Summary

CONSULTANT shall complete the proposed scope of work for the fee provided below on a time and materials (T&M) basis, with allowances. Allowances will be subject to CITY's approval prior to use. The proposed not-to-exceed compensation amount of \$265,235 is presented below:



COMPENSATION
City of Glendale
Lift Station 2 Upgrades (67th Ave & ACDC) Project No. 192038
July 22, 2022

Prime Consultant - GHD Inc.		
No.	Activity	Subtotal
100	Project Administration	\$ 84,378
200	Construction Inspections & System Start-up	\$136,328
300	Permitting Support	\$ 19,890
	Total	\$240,596
Sub-Consultant - Darcor		
No.	Activity	Subtotal
SUB1	Electrical and Instrumentation Inspections & Start-up	\$ 20,260
	Total	\$ 20,260
800 Allowances		
No.	Allowances	Subtotal
1	Miscellaneous Reimbursables	\$ 3,379
2	AOC Application	\$ 1,000
	Total	\$ 4,379
	Total Fee for Professional Services	\$265,235

Submittal List



City of Glendale
Lift Station 2 Upgrades (67th Ave & ACDC)
Submittal Overview

Note: The summary of submittals provided is for informational purposes only and is subject to change based on CMAR and CITY input. The following draft has been provided to outline the effort used to develop the fee for the submittal & O&M reviews.

Div Ref #	Item	GHD Review	Glendale Review	O&M Manual	Date of Transmittal	Date of Approval
1	Division 1: General Requirements					
01026	Schedule of Values	Y	Y	N		
01046	Connections to Existing Facilities for Temporary Power & Water	Y	Y	N		
01047	Coordination with Owner's Operations for Planned MOPOs	Y	Y	N		
01050	Record Surveys	Y	N	N		
01102	Materials Management Plan	Y	N	N		
01310	Progress Schedule - Work Plan and Master Schedule	Y	Y	N		
2	Division 2: Site Construction					
02145	Diversion of Sewage Flow - Bypass Plan	Y	Y	N		
02315	Structural Excavation and Backfill - Excavation Plan and Backfill Materials	Y	N	N		
3	Division 3: Concrete					
03100	Concrete Formwork	Y	N	N		
03200	Concrete Reinforcement - Rebar	Y	N	N		
03251	Concrete Joints	Y	N	N		
03252	Anchorage in Concrete	Y	N	N		
03300	Cast-In-Place Concrete - CIP Concrete Mix	Y	N	N		
03305	Concrete - Concrete Mix	Y	N	N		
03600	Grout	Y	N	N		
03930-1	Concrete Repair and Rehabilitation - Wet Well Shoring & Work Plan	Y	N	N		
03930-2	Concrete Repair and Rehabilitation - Material Submittal	Y	N	N		
4	Division 4: Masonry					
04065	Masonry Mortar and Grout	Y	N	N		
04820	CMU - Painting System Submitted with CMU	Y	N	N		
5	Division 5: Metals					
05051	Anchor Bolts, Toggle Bolts, and Concrete Inserts	Y	N	N		
05121-1	Structural Steel - Fabrication Details	Y	N	N		
05121-2	Structural Steel - Material Submittal	Y	N	N		
05522-1	Aluminum Handrails and Railings - Fabrication Details	Y	N	N		
05522-2	Aluminum Handrails and Railings - Material Submittal	Y	N	N		
9	Division 9: Finishes (Painting)					
09900-1	Painting - General Paint Submittal	Y	N	N		
09900-2	Painting - Wet Well Coating System Submittal	Y	N	N		
10	Division 10: Identification Signs					
10400	Identification Signs	Y	N	N		
11	Division 11: Equipment					
11318	End Suction Submersible Chopper Pumps	Y	Y	Y		
13	Division 13: Special Construction					
13126-1	Odor Control System Blowers - Blower Submittal	Y	Y	Y		
13126-2	Odor Control System Blowers - Testing Submittal	Y	N	N		
15	Division 15: Mechanical					
15051	Buried Piping Installation	Y	N	N		
15052	Exposed Piping Installation	Y	N	N		
15061	Pipe Supports	Y	N	N		
15101	DIP	Y	N	N		
15112	Eccentric Plug Valves, Operators and Appurtenances	Y	N	Y		
15114	Check Valves and Appurtenances	Y	N	Y		
15119	Specialty Valves and Appurtenances	Y	N	Y		
15120	Piping Specialties and Accessories	Y	N	N		
16	Division 16: Electrical					
16010-16195	Basic Electrical Requirements - Commodities Submittal for Sections 16010-16195	Y	N	N		
16250	Diesel Generator	Y	Y	Y		
16450	Grounding	Y	N	N		
16475-16490	Submittal with Overcurrent Protective Devices, Motor Controllers, VFD, and Surge Protection	Y	N	Y		
16500	Lighting	Y	N	N		
17	Division 17: Instrumentation					
17510	Field Instruments	Y	N	Y		
17520-17531	Submittal with Local Control Panels and RTU	Y	Y	Y		