

PROFESSIONAL SERVICES AGREEMENT
WELL TREATMENT EVALUATION
COG Project #222309

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 _____, 2023 ("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 \$292,018 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 warrants 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. **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.

13. **Notices.**

13.1 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.

13.2 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 Martin A. Soma P.E. 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
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- 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.

14. **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.

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 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.

15.2 **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.

15.3 **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.

15.4 **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.

15.5 **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.

15.6 **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.

15.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 **Renewals.** The term of this Agreement commences upon the effective date and continues for a two (2) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two (2) years, 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.

16.2 **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.

17. 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.

18. 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

(Signatures appear on following page.)

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

GHD, Inc.,
a California corporation



By: Michael A. Worlton
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT
(1 page)

The existing Camelback Ranch well site is located at Bethany Home Road and 107th Avenue on the west side of 107th Avenue at the intersection.

The project includes the design services to rehabilitate the well and address the PFAS contamination in the groundwater aquifer. The work includes:

- Inspection and investigation of the existing well and well pump conditions
- Demolition and rehabilitation of the subterranean assets associated with the well after the investigation
- Water quality testing and analysis
- Possible removal of parts of the existing well and/or well pump
- Upgrade to the electrical, instrumentation and controls at the well site
- Hydraulic model of the existing waterline between Camelback Ranch and the Zone 4 Reservoir
- Evaluation of PFAS treatment options
- Design of PFAS treatment system
- Installation of new PFAS treatment system with associated above and below ground piping to the existing waterline to the Zone 4 Reservoir
- Upgrade to well site and modifications to well equipment
- Possible addition of a booster pump station
- Possible updates to the well site grading and evaporation pond

The proposed scope also involves the necessary well investigations, survey, and water quality testing as described in Exhibit B.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(1 page)

19 pages

See attached.

Exhibit B – Scope of Work

CONSULTANT shall complete the scope of work detailed below based on the Exhibit D compensation fee. The scope is classified into the tasks listed below:

- Task 100 – Project Administration
- Task 200 – Information Request, Review and Basefile Development
- Task 300 – Well Investigation
- Task 400 – Design Phase
- Task 500 – Permitting Support
- Allowances – Well Investigation, Testing and Contingency Expenses

After Major Site Plan approval from CITY, through efforts separate from this SOW and fee proposal, the following stakeholder and regulatory approvals were identified for coordination and are assumed required for detailed design and permitting as listed in Table 1 below.

Table 1 - Regulatory Authority & Permits

Regulatory Entity	Permits	Submission Requirement
Maricopa County Environmental Services Department (MCESD)	Approval to Construct (ATC)	Prior to construction of well improvements, PFAS treatment, or facility modifications.
Maricopa County Environmental Services Department (MCESD)	Approval of Construction (AOC)	At the time of completion of water production, treatment, or blending facilities, but prior to connection to public water distribution system.
Arizona Department of Environmental Quality ADEQ	PFAS Regulations	EPA issued revised regulations for PFAS on March 14 th , these regulations have the potential to impact the project.
Arizona Department of Water Resources (ADWR)	Notice 55-40 for Notice of Intent (NOI) to Modify a Well	Prior to construction of well improvements, PFAS treatment, or facility modifications.
City of Glendale Development Services Department	Building Permits & Inspections	Prior to construction of well improvements, PFAS treatment, or facility modifications.
City of Phoenix Planning & Development	Building Permits & Inspections	Clarify if City of Phoenix will require submission and review thru Annual Facilities Program

CONSULTANT additionally estimates the following SUBCONSULTANTS will be required to perform the work:

- Darcor – Electrical, Instrumentation and Controls Design and Permitting Support
- BESST, Inc. – Well Investigation Camera & Video Services (Refer to Allowance)
- Legend Laboratories – Water quality analysis (Refer to Allowance)
- PENDING – Surveyor to perform ALTA-ACSM Survey, survey to be performed if CITY decides the as-built survey is not to be used for the basis of design (Refer to Allowance)

All Allowance costs to be finalized prior to execution with notice from CITY to proceed.

Task 100 – Project Administration

Task 101 – Project Management, Administration & Invoicing

CONSULTANT will manage the scope, cost, schedule, resources, quality process, and stakeholder engagement, during the 7-month duration of the project and includes project close-out efforts.

Project close-out will consist of CONSULTANT compiling the Project work product developed by CONSULTANT, design documents, well investigation reports, photos and videos, meeting agendas and minutes, and project deliverables into an electronic record document format.

Task 102 – Kick-off Meeting

CONSULTANT will coordinate and participate in up to one (1) project kick-off meeting to introduce the project team, discuss the Scope of Work, and project schedule, lines of communication, deliverables, work plans, and tentative dates and times for activities. CONSULTANT assumed that meeting will be held virtually. CONSULTANT will prepare and distribute meeting agendas and read-ahead materials.

Task 103 – Progress Meetings

CONSULTANT will coordinate and lead up to six (6) progress meetings throughout the duration of the project to discuss the status, milestones, progress, and to discuss questions and concerns relating to the project or CITY needs. Primary focus of these meetings will be to provide the well investigation results, potential additional design factors to be considered with the Design Documents (i.e., size of PFAS system, additional well influent, additional piping network connections, etc.)

CONSULTANT assumed that each progress meeting will be held by a conference call, or virtual meeting, with a duration of up to one (1) hour.

CONSULTANT will be responsible for hosting the conference calls or virtual meetings and will prepare and distribute meeting agendas and read-ahead materials for each meeting and will distribute minutes.

Task 104 – Coordinate with Permit Authorities

CONSULTANT will coordinate with the Permit Authorities indicated in **Table 1** over the duration of the project to ensure work activities are approved to be completed and the ATC application gains approval from MCESD. The CONSULTANT will meet at appropriate times with other consultants or contractors, whose work has some effect on the project to coordinate efforts. CONSULTANT assumes three (3) coordination meetings will be held virtually, with a duration of up to one (1) hour.

Task 105 – Basis of Design Meeting

CONSULTANT and SUBCONSULTANT will participate in the presentation of the conceptual design and Basis of Design Report to CITY, prior to proceeding with the 60 percent design. CONSULTANT is responsible for meeting agenda, minutes, and coordination, and that the meeting will be held virtually.

Task 106 – 60 Percent Design Meeting

CONSULTANT will participate in the 60 percent design meeting to present on CONSULTANT and SUBCONSULTANT related efforts, design, and progress, prior to proceeding with the 90 percent design. CONSULTANT is responsible for meeting agenda, minutes, and coordination, and that the meeting will be held virtually.

Task 107 – 90 Percent Design Meeting

CONSULTANT will participate in the 90 percent design meeting to present on CONSULTANT and SUBCONSULTANT related efforts, design, and progress, and the permit application and packages prepared for regulatory review and approval, prior to making permitting submittals. CONSULTANT is responsible for meeting agenda, minutes, and coordination, and that the meeting will be held virtually.

Task 108 – 100 Percent Construction Document Meeting

After receipt of regulatory agencies approval to construct (ATC), CONSULTANT and SUBCONSULTANT will participate in the 100 Percent Contract Document review meeting to present the final Construction Documents to be included in the CITY bidding and procurement of Contractor(s). Construction Documents to be provided by CONSULTANT in a CMAR or JOC format appropriate for bidding purpose will include the following for each Design Package:

- Volume 1 – 100 percent construction technical specifications, signed, and approved by CONSULTANT, SUBCONSULTANT, CITY and regulators for construction.

- Specification divisions are limited to Division 1, through Division 17, with the CITY providing front end documents.
- CONSULTANT assumes CITY will prepare and provide other related and required special provisions for bidding and Contractor(s) management.
- Volume 2 – 100 percent construction drawings, signed, and approved by CONSULTANT, SUBCONSULTANT, CITY and regulators for construction.
 - Copy of Regulatory Permits.
 - CONSULTANT and SUBCONSULTANT list of tentative shop drawing and materials submittal list.

CONSULTANT assumes the CITY will provide direction from the outcome of the Water Resiliency, Water Masterplan, and other planning work being executed by other consultants. Any changes in the scope that impact the above Project Administration Tasks shall be coordinated and impacts to schedule and the contract fee will be agreed upon prior to the execution of any additional work.

Task 100 Deliverables: Kick-off meeting agenda and minutes; Monthly invoices; Progress meetings with agenda and minutes; Design review meetings with agenda and minutes; Project close-out records.

Task 200 – Information Request, Review and Basefile Development

Task 201 – Information Request & Field Verification

CONSULTANT will prepare and submit a request for information (RFI) to CITY to support the investigation and design of the well system and associated water quality. The RFI may include, but is not limited to, utility records, as-builts, control strategies, inter-agency agreements, facility reports, masterplan water and demand models, performance, and compliance records, ADWR well records and permits, CIP planning documents, and any additional information needed to support the work defined herein. A field verification will be conducted to verify the as-built information provided.

Task 202 – Conduct Gap Analysis

Based on the review completed for information provided under Task 201, CONSULTANT will conduct a gap analysis to determine gaps in the existing information. At the closure of the Gap Analysis a progress meeting from Task 103 will occur to conduct a gap closure review and establish a prioritization of outstanding information and develop a method for gathering the prioritized information, and/or proposed assumptions to continue the delivery of the Design Documents.

Task 203 – Topographic Survey - PENDING

CONSULTANT will procure and coordinate SUBCONSULTANT to perform a topographic survey of the project site, adjacent right-of-way, and up to 20-feet beyond, to capture and identify existing conditions to a level of precision required by CONSULTANT and SUBCONSULTANTS to complete the design.

SUBCONSULTANT will be instructed to utilize the existing ALTA-ACSM Survey, provided by CITY for the basis of bearing and datum for the topographic survey. SUBCONSULTANT will provide the results of the survey, field notes, and survey points, surface, and linework in AutoCAD Civil 3D format, to CONSULTANT for development of the project basefile.

Task 204 – Hydraulic Modelling, Review, & Recommendations

CONSULTANT will develop a hydraulic model to evaluate the impacts of the PFAS treatment system on the existing conditions. The hydraulic model is restricted to the existing pipeline between Camelback Ranch and Zone 4 Reservoir to account for the operational scenarios determined by the CITY during the kick-off meeting. Based on the outcome of the hydraulic model results, CONSULTANT will provide a summary memo with recommendations for the need or exclusion of a Booster Pump Station (BPS). Adoption of the summary memo will guide the Task 401 Basis of Design Report. Summary memo restricted to 5-pages of written content.

Task 200 Deliverables: RFI; Gap Analysis; Gap Closure Plan based on Progress Meeting Minutes; ALTA survey with CAD basefile (PENDING), Hydraulic Model Summary Memo.

Task 300 – Well Investigation

Task 301 – Well Investigation

CONSULTANT shall coordinate with SUBCONSULTANT to perform one (1) camera inspection of the existing well to establish the conditions of casing and biological formation downhole. SUBCONSULTANT will submit physical condition summary and CONSULTANT will prepare a field report with recommendations to be incorporated into the Task 400 Design Phase work.

Well repairs and additional camera inspections are expressly excluded from the CONSULTANTS primary scope of work, additional services can be requested for an additional Time & Materials fee, as well as the fee associated by the SUBCONSULTANT to perform the services, refer to Allowance Task 602 for the amount set aside to perform additional services not included in Task 301.

Task 302 – Water Quality Testing

CONSULTANT shall coordinate water quality testing for the Camelback Ranch Well with a laboratory of the CITY's selection, the fee associated with the water quality testing to be paid by the CITY and will at minimum need to include a new source water quality testing analysis with a PFAS test method to establish concentrations. CONSULTANT will submit testing plan and provide an evaluation of the results for PFAS. CONSULTANT expressly excludes all fees associated with the pumping and/or purging of the well prior to water quality testing. CONSULTANT assumes the CITY will utilize an existing On-Call CONTRACTOR to perform well volume purge, supply of a well pump, and all necessary piping and appurtenances for discharging the effluent in accordance with the General Permit for De Minimis Discharges.

Task 300 Deliverables: Well Investigation Summary Memo; Water Results.

Task 400 – Design Phase

Task 401 – Basis of Design Report

CONSULTANT and SUBCONSULTANT will prepare and provided a Basis of Design Report (BDR) that will include findings and efforts from CONSULTANT's previous investigation efforts, results, and findings from Task 300, and will describe and quantify key project design criteria to be utilized in completing the subsequent Design Documents.

The purpose of the BDR is to define and discuss major project elements, systems, and components requirements, CITY preferences, manufacturers, standards, guidelines, and design requirements, prior to completing the 30 percent, and subsequent designs.

Anticipated major chapters of the BDR, include:

- Introduction
- Regulatory requirements
- Design criteria, Level of Services (LOS), Redundancy, Capacity for each of the major project elements, organized by the following sections:
 - Well status & water quality results
 - Grading, drainage, and retention
 - Well outfitting
 - Yard piping
 - PFAS Treatment System
 - Water storage tank
 - Booster Pump Station
 - Buildings
 - Electrical distribution
 - Instrumentation and controls
- Configuration, orientation, and conceptual layout
- Summary list of CITY standards, specifications, details, and guidelines to be included in the design

CONSULTANT will submit the BDR to CITY for review, prior to Task 1.5 – Conceptual design and Basis of Design Report meeting. CONSULTANT and SUBCONSULTANT will update the conceptual FACILITY

design, based on identified and anticipated requirements of the Basis of Design evaluation, and submit to CITY as part of the Basis of Design Report.

Conceptual design is anticipated to include the following plans prepared on CITY standard titleblock, 24" x 36" size, with the scale indicated, prepared to a conceptual level of completion:

- C1 – Overall proposed conceptual site plan, including location of PFAS system, BPS, and on-site well modifications
- C2 – Overall grading and drainage plan
- C3 – PFAS conceptual site plan
- C4 – PFAS conceptual elevations
- C5 – booster pump station (BPS) conceptual site plan
- C6 – Wellhead conceptual site plan and elevation details

Only major buried water process, conveyance piping, and as-built conditions will be shown, limited to depict conceptual design.

CONSULTANT will complete Class 3 & 4 Estimates, as defined by the AACE 18R-97 cost estimating guidance to develop cost opinions. Cost opinions will have appropriate markups and contingencies applied such as general conditions, contractor markup, contingency, and inflationary factors. Progression of Class Estimates to be based on the design progression, with assumption that at 90 percent completion a CITY selected Contractor will be under contract and executing a final cost estimate prior to the execution of construction.

Task 402 – 60 Percent Design

60% Plans:

Based on the outcome from Task 105, CONSULTANT will develop the construction plans to support the regulatory approval and construction of the rehabilitated wellhead and the PFAS treatment system. The design is anticipated to include modifications to the Camelback Ranch Well casing, discharge header, yard piping and the incorporation of a PFAS treatment system. Based on the Task 204 a Booster Pump Station will be included in the design set once the CITY has reviewed the recommendations and provided a determination. Additional design elements to include onsite retention basin for the management of residuals from the PFAS treatment system and well discharge, electrical and instrumentation improvements, and other modifications identified by CONSULTANT and as to be outlined as part of Task 401.

Anticipated drawings sheets to be included in the construction documents includes the following:

General Sheets	11. Distribution Piping – Profiles
1. Cover	12. Civil General Detail I
2. Legend, Symbols, and Abbreviations	13. Civil General Detail II
3. Project Notes	Mechanical/Process Sheets
4. Proposed Process Flow Diagram	14. Proposed Well Plan
Civil Sheets	15. Proposed Well Profile
5. Existing Site Layout with Survey	16. Yard Piping – Plan & Profile
6. Demo Plan	17. Yard Piping – Section & Details I
7. Proposed Site Layout	18. Yard Piping – Section & Details II
8. Evaporation Pond – Plan	19. Yard Piping – Section & Details III
9. Evaporation Pond – Profile & Details	20. Treatment System – Plan & Profile
10. Distribution Piping – Plan	21. Treatment System – Section & Details I

22. Treatment System – Section & Details II	37. Control Panels I
23. Booster Pump Station – Plan	38. Control Panels II
24. Booster Pump Station – Profiles	Electrical
25. Booster Pump Station – Elevations & Sections	39. Electrical Symbols, Notes and Details I
26. Mechanical General Details I	40. Electrical Symbols, Notes and Details II
27. Mechanical General Details II	41. Electrical Symbols, Notes and Details III
Structural	42. Overall Site Plan
28. Structural General Notes and Details I	43. Well Electrical Panel – Plan & Profile
29. Structural General Notes and Details II	44. Well Electrical – Sections I
30. Treatment System Pad – Plan & Profile	45. Single Line Diagram I
31. Treatment System Pad – Section & Details I	46. Single Line Diagram II
Instrumentation	47. Single Line Diagram III
32. P&ID Legend, Notes and Schedules	48. Single Line Diagram IV
33. Equipment Schedule & Control Arch. I	49. Electrical Equipment & Grounding Plan
34. Equipment Schedule & Control Arch. II	50. Conduit and Conductor Schedule
35. Equipment Schedule & Control Arch. III	51. Schematic Diagrams I
36. P&ID – Proposed Improvements	52. Schematic Diagrams II
	53. Schematic Diagrams III

At the time of design, CONSULTANT will select which of the above listed drawings sheets will be included in the 60 percent Design Document submittal. CONSULTANT will submit the 60 percent drawings to CITY for review and approval, prior to proceeding with the 90 percent design.

60% Specifications

CONSULTANT will develop the outline and table of contents for the technical specifications in support of the design plans. Select Sections of the Specifications will be provided, these will primarily focus on the major components of the PFAS system, pumps, and well components. The specifications outline with select Sections will be submitted to CITY for review and approval, prior to proceeding with the 90 percent design, CITY to provide standard specifications and front-end documents for inclusion into the Design Documents at the start of the project.

60% Design Report

CONSULTANT will develop a design report to support the submittal to regulatory agencies for review and approval of the design for construction. The design report will update the BDR with the latest design intent for the project. CONSULTANT will submit the 60 percent design report to CITY for review and approval, prior to proceeding with the 90 percent design.

Task 403 – 90% Design Report

Based on the outcome from Task 402, CONSULTANT will develop the design report to 90 percent level of completion, suitable for regulatory review and approval. The design report will be sealed and signed by an Arizona State Licensed Engineer, registered for the specific discipline of the design components. The 90 percent design report will be submitted to CITY for review and approval, prior to submitting for regulatory review and approval.

90% Plans

Based on the outcome from Task 106, CONSULTANT will advance the construction plans to a 90 percent level of completion, suitable for regulatory review and approval. The 90 percent plans will be sealed and signed by an Arizona State Licensed Engineer, registered for the specific discipline of the design components. The 90 percent plans will be submitted to CITY for review and approval, prior to submitting for regulatory review and approval.

90% Specifications

Based on the outcome from Task 106, CONSULTANT will complete the technical specifications in support of the design plans. The specifications outline will be submitted to CITY for review and approval, prior to submitting for regulatory review and approval.

Task 404 – Final Design Documents

After pre-application review by the permit approvers, CONSULTANT will prepare and issue the conformed 100 percent complete Construction Documents to CITY for construction, content of documents as indicated in Task 108.

Task 400 Deliverables: BDR; Design Documents at the differing levels of completion indicated; Permitted Construction Documents.

Task 500 – Permit Support

CONSULTANT will provide permitting assistance associated with obtaining an ATC permit from MCESD and coordination with the City of Glendale's Building Services Department for any building, site, and/or electrical permits that may be required. Specific efforts are outlined in the tasks below.

Task 501 – Permit Matrix Coordination

CONSULTANT will consult with all the authorities having jurisdiction to verify all permits that will be required for the project. Permit matrix to define and capture regulatory review requirements, durations, and costs for the project. Per Table 1, CONSULTANT will coordinate with MCESD, ADEQ, ADWR and Building Services to discuss the design documents and the details required to get permits approved.

Task 502 – MCESD Permitting Support

CONSULTANT will prepare the approval to construct (ATC) permit application, based on the 90 percent design documents, and will submit to CITY for review and signature, prior to submitting to MCESD.

CONSULTANT excludes payment of the ATC permit fees.

Task 503 – ADWR Permitting Support

CONSULTANT will prepare and submit the ADWR 55-40 for a Notice of Intent to modify the status of the Camelback Ranch well. CONSULTANT excludes payment of the ADWR 55-40 permit fees.

Task 500 Deliverables: Permit Matrix; MCESD ATC forms; ADWR 55-40.

Task 600 – Allowances

Task 601 – Mileage

In the event site visits at the well sites are required an allowance of \$2,500 for mileage has been allocated at \$0.655/mile.

Task 602 – Well Investigation

In the event the CITY requires the CONSULTANT to perform the well investigation and testing, an allowance of \$35,000 has been allocated to perform well investigation work not indicated in Task 301. Investigation work would be approved by CITY prior to execution and could include, but limited to, the following:

- Well camera services to investigate the physical condition of the casing/screens.
- Portable pump rental for water quality testing.
- Lab sample kits for water quality testing.

Quotes from subconsultants would be submitted to CITY with an authorization for release of contingency.

Task 603 – Owner’s Contingency

An allowance of **\$25,000** has been allocated for the CITY’s authorization for additional services not indicated in the above scope of work. CONSULTANT shall submit an authorization for release of contingency prior to the execution of any contingency work.

Task 604 – ADEQ Contingency

An allowance of **\$7,500** has been allocated for coordination with ADEQ for the new PFAS regulations issued on March 14th, 2023 by the EPA, that has the potential to impact the project delivery. CONSULTANT shall submit an authorization for release of contingency prior to the execution of any contingency work.

Task 605 – Pre-Construction Contingency

An allowance of **\$6,400** has been allocated for reviewing the CMAR or JOC Guaranteed Maximum Price (GMP) during the Contractor selection. The contingency assumes a maximum of three (3) GMP reviews will occur and a maximum of three (3) one-hour virtual meetings will occur for the CMAR or JOC to present and explain the GMP submitted.

Assumptions and exclusions

Assumptions

CONSULTANT assumed the following for the provision of the professional services described in the Scope of Work and Fee:

1. CITY will provide, or provide access to information, described, or identified in the Scope of Work above for CONSULTANT to evaluate and complete the Scope of Work.
2. CONSULTANT assumes the information contained within the Master Plan, Groundwater Back-up Supply, Well Registry, etc. reflect the latest details and can be relied upon by the CONSULTANT to perform the sizing of the pump flow rate to meet the water volume demands for the surrounding Zone. CONSULTANT shall not be responsible for verifying the accuracy of the information in the reports and the CITY will indicate known discrepancies in the information.
3. In the event site visits are required, CITY will provide and coordinate access to WTPs, well sites, etc. for CONSULTANT.
4. CITY will coordinate availability of staff to participate in interview and retrieval of information as requested by CONSULTANT, if available.
5. CITY will participate in meetings and will provide written feedback or comments on all deliverables from CONSULTANT in a timely manner, review period is 10 business days.
6. The kick-off meeting, progress meetings, design review meetings, permit meetings, and coordination meetings will be virtual. CONSULTANT will provide conference and video meeting platform.
7. In the event laboratory testing is required, the CITY will pay all costs associated with the laboratory testing and analysis of samples. CONSULTANT will obtain a quote for the anticipated sampling cost for each event, and share with CITY for approval, prior to proceeding. CONSULTANT will pick-up and drop-off the water quality samples at the designated laboratory after samples are taken on-site. An exemption for this exclusion is noted in Task 602 if the CITY determines the CONSULTANT will pay the laboratory testing fees.
8. Laboratory sample evaluation and analysis assumed to be no longer than 10 business days.

Exclusions

CONSULTANT has identified the following scope items or effort are expressly excluded for the development of the Scope of Work and Fee. CITY is responsible for review and agreement with all exclusions.

CONSULTANT expressly excludes the following:

- Water quality or soil sampling
- Potholing services
- Destructive material testing
- All laboratory fees
- Geotechnical investigations or evaluations
- Design services beyond those detailed and described in the Scope of Work
- Bid services
- Construction staking
- Construction administration services
- Traffic control plans and any regulatory agency submittal for traffic control related activities
- Application, management, and fees associated with obtaining air quality and/or dust control permits
- Coordination with shareholders such as local residents, water customers, or others not specifically indicated in the Scope of Work
- Environmental impact statements
- All permit application, review, or approval fees

The excluded items listed above may be requested by the CITY as additional time and material effort by the CONSULTANT, at which time an amendment to the existing scope and fee documents will be provided to CITY by CONSULTANT for review and approval prior to beginning additional effort.

EXHIBIT C
Professional Services Agreement

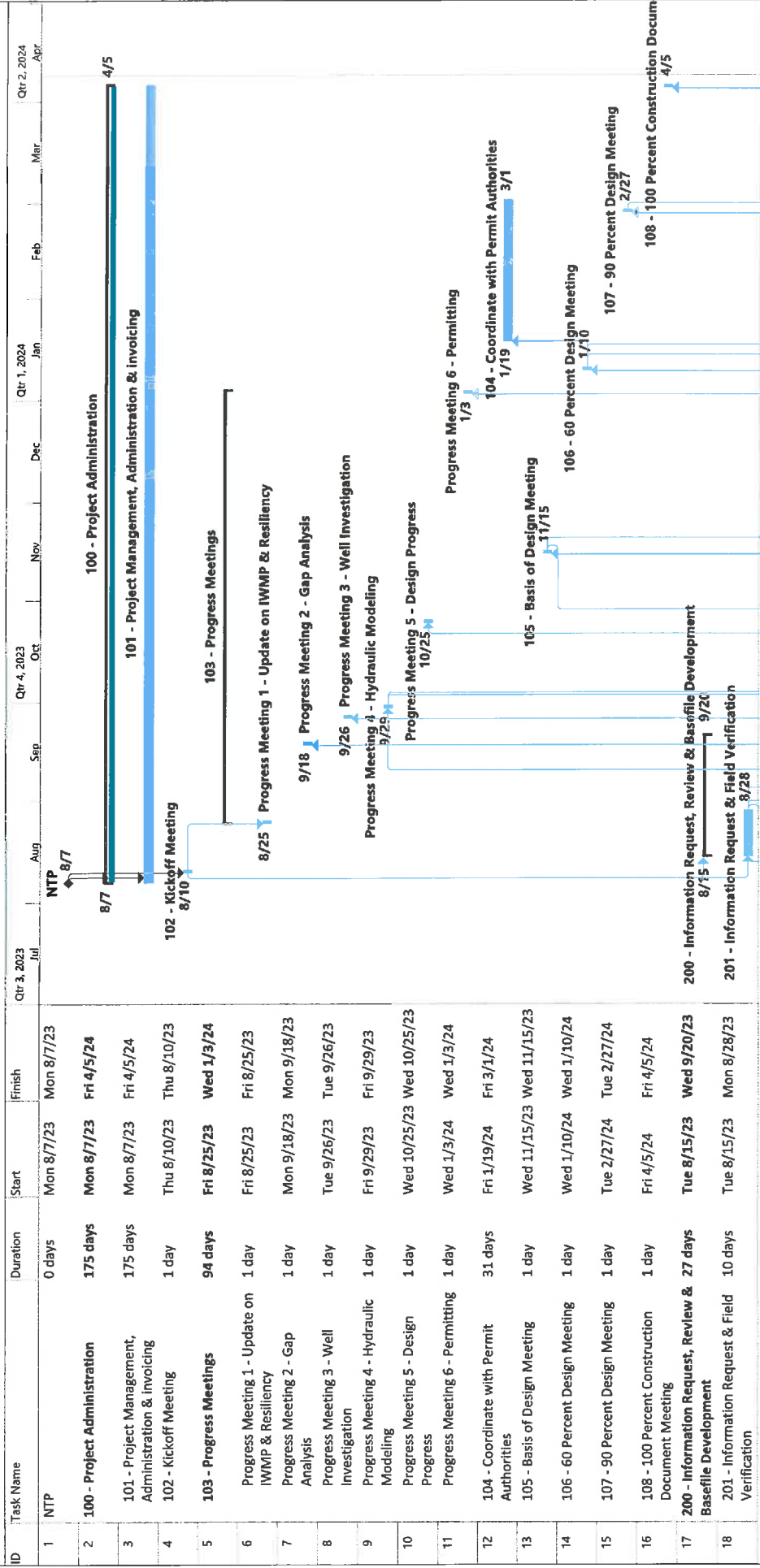
SCHEDULE
(1 page)

9/20/22

See attached.

EXHIBIT C
Professional Services Agreement

SCHEDULE

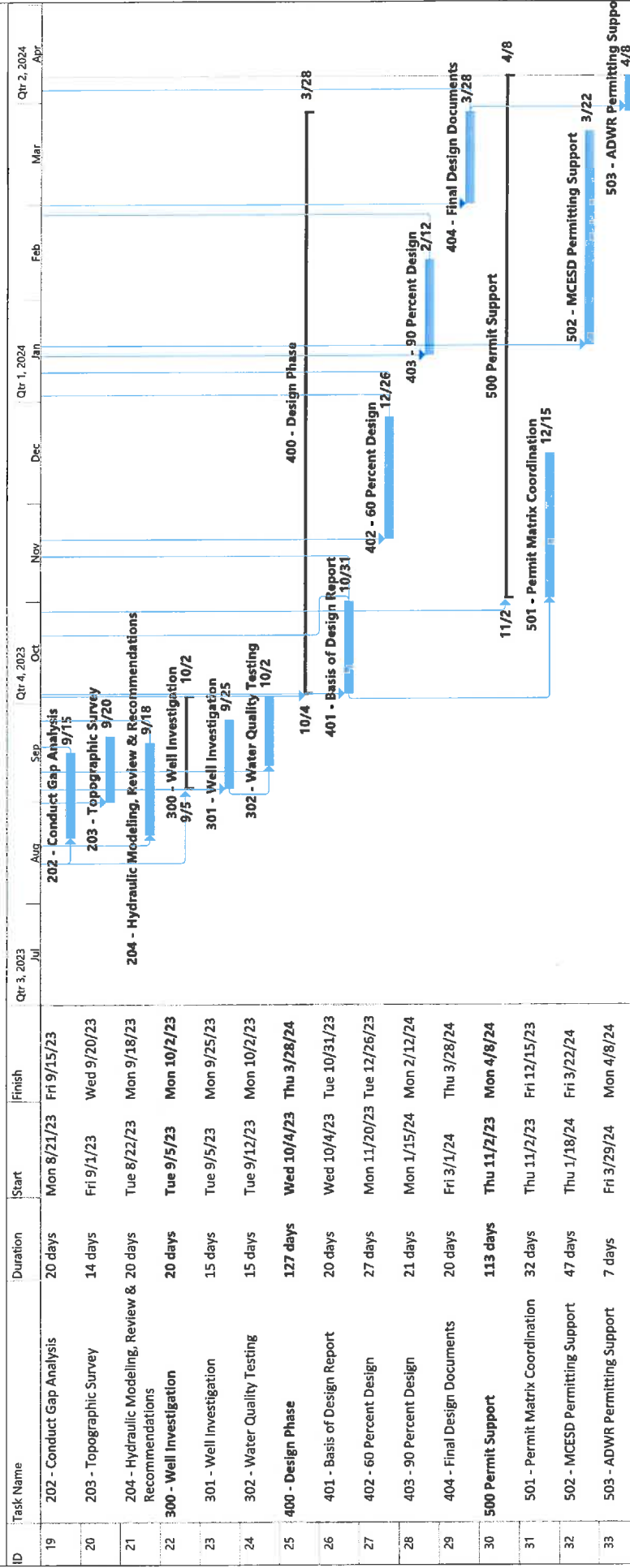


Legend:

- Task: Manual Task, Duration-only, Milestone, Summary
- Project Summary: Project Summary, Inactive Task, Inactive Milestone, Inactive Summary
- Task Type: Start-only, Finish-only, External Tasks, Manual Milestone
- Task Style: Manual Task, Duration-only, Manual Summary Rollup, Manual Summary
- Task Color: Deadline (Green), Progress (Blue), Manual Progress (Light Blue)

EXHIBIT C
Professional Services Agreement

SCHEDULE



Project: 12588075-SCH-Glenda
Date: Wed 6/28/23

Task Split Milestone Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

EXHIBIT D
Professional Services Agreement

COMPENSATION

(1 page)

3 pages

METHOD AND AMOUNT OF COMPENSATION

Time & 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 \$292,018.

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 \$292,018 is presented below:

Prime Consultant - GHD Inc.		
No.	Activity	Contract Amount
100	Project Administration	\$ 14,178
200	Information Request, Review & Basefile Development	\$ 25,978
300	Well Investigation	\$ 13,262
400	Design Phase	\$ 83,862
500	Permit Support	\$ 9,888
Total		\$ 147,168
Sub-Consultants		
No.	Allowances	Contract Amount
SUB1	EI&C Design	\$ 62,850
SUB2	Surveyor	\$ 5,600
Total		\$ 68,450
600 Allowances		
No.	Allowances	Contract Amount
601	Mileage	\$ 2,500
602	Well Investigation	\$ 35,000
603	Owner's Contingency	\$ 25,000
604	ADEQ Contingency	\$ 7,500
605	Pre-Construction Contingency	\$ 6,400
Total		\$ 76,400
Total Fee for Professional Services		\$ 292,018

Additional Time and Materials Effort Request

If additional services are requested by the CITY, beyond the scope defined in this proposal, and/or the level of effort defined in the labor estimate, those services may be requested of the CONSULTANT. Additional services will be provided on a time and materials (T&M) basis. CONSULTANT T&M effort shall be based on standard hourly rates as depicted below. Standard hourly rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The standard hourly rates apply only to allowances and additional services performed on a time and material basis, which must be directed or approved by the CITY prior to completion. Additional subconsultant costs will be marked up 10%. Expenses will be billed at cost, and mileage at \$0.655/mile.