

**PROFESSIONAL SERVICES AGREEMENT**  
**(Not Construction Related)**  
 Geotechnical Engineering for City-wide Facilities and Parks

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS 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. Consultant shall not engage any subcontractor for the work or services to be performed under 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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant 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. 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.

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. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, 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 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 \$500,000 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 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
  - (2) Unconditional waivers and releases on final payment from all Subconsultants 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 provisions 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 affect 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:

NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES  
CONSULTANTS INC.  
c/o Steven D. Nowaczyk  
3202 E. Harbour Drive  
Phoenix, AZ 85034

- 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 Sonia Sarmiento  
6210 W. Myrtle Ave Ste. 111  
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.

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. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and 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 one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two (2) one year periods, 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. Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies And political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:  
<http://www.mesaaz.gov/business/purchasing/save>

**19. 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 the following page.)

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

City of Glendale,  
an Arizona municipal corporation

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

NINYO & MOORE GEOTECHNICAL AND  
ENVIRONMENTAL SCIENCES  
CONSULTANTS INC.,  
a California corporation,

  
By: Steven D. Nowaczyk  
Its: Managing Principal Engineer

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT**  
**(Geotechnical Engineering for City-wide Facilities and Parks)**



**REQUEST FOR STATEMENT OF QUALIFICATIONS**

**CITY OF GLENDALE  
2023 – 2024 ON-CALL  
PROFESSIONAL SERVICES**

**City of Glendale  
Engineering Department  
June 2022**

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**CITY OF GLENDALE  
REQUEST FOR STATEMENT OF QUALIFICATIONS**

**2023-2024 ON-CALL  
PROFESSIONAL SERVICES**

**INTRODUCTION**

The City of Glendale is seeking qualified professional firms to provide on-call engineering, architectural and other related services. The on-call list will be in effect for two years, starting January 1, 2023, through December 31, 2024, with renewal options for two (2) additional one-year periods, if determined to be in the City's best interest. Successful firms will be required to submit an annual, updated statement of qualifications to stay on the On-Call List. Per ARS Title 34 a contract or multiple contracts for a single procurement shall be equal to or less than \$500,000.

The professional on-call services may include federal aid projects. If selected to participate on a federal aid project the consultant and any proposed sub-consultants must certify in writing that they are not currently debarred and/or suspended or excluded from participation in federal programs.

**SECTION I – SERVICE CATEGORIES:**

The following is a list of the types of services that the City typically seeks assistance for. This list of service categories is not comprehensive, and the City reserves the right to add related services as necessary.

1. **General Engineering** – May include the following services:
  - Site grading and drainage
  - Area drainage master studies and flood plain mapping
  - Storm drain design, hydrology, and hydraulic analysis for storm drains
  - Pavement management
  - Large and small area GIS/Mapping
  - Aquifer recharge of effluent or surface water; including on-site conveyance systems, site characterization studies, and installation of monitoring equipment
  - Storm Water Pollution Prevention Plans (SWPPPs)
  - Water system modeling studies
  - Water and wastewater transmission and distribution systems
  - General survey services: boundary surveys, construction staking, legal descriptions, as-built surveying, and topographic surveys.
  - Architectural Landscape, including arborist services
  - Cost Estimating
  - Construction administration, inspection, oversight of construction activities, start-up & commissioning, training, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).

**Note: Up to five firms may be selected to provide the required services for this category.**

2. **Land Surveying** – May include projects related to the following:
  - Boundary Surveying & Mapping
  - Final Plat, Land Division, Map of Dedication
  - ALTA/NSPS Land Title Surveys
  - Legal Descriptions & Graphic Exhibits
  - Topographic Survey
  - Horizontal & Vertical Control Survey
  - Construction Staking & As-builts
  - Geographic Information Systems

**Note: Up to five firms may be selected to provide the required services for this category.**

3. **Grading and Drainage** – May include projects related to the following:
- Site grading and drainage design
  - Area drainage master studies and flood plain mapping
  - Storm drain design, hydrology, and hydraulic analysis for storm drains
  - Cost Estimating
  - Construction administration, inspection, oversight of construction activities, training, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).

**Note: Up to five firms may be selected to provide the required services for this category.**

4. **Solid Waste Municipal Landfill** – May include projects related to the following:
- Planning and evaluating related master plan development, cost analysis, waste modeling and statistical evaluations, landfill operation, closure / post-closure and financial assurance, facility management, equipment optimization and utilization techniques, and environmental regulatory compliance.
  - Standard calculations for landfill operation and optimization such as waste quantity estimates (e.g., tonnage, volume, air space), soil to waste ratios, waste densities, and environmental/air quality emissions.
  - Routine design activities including geotechnical and hydrological studies, construction cost projections and management oversight on design projects such as waste cell sequencing, leachate collection and pumping, stormwater management and landfill gas.
  - Document preparation including permit applications and modifications; design reports and feasibility studies; cost estimates; construction plans, specifications and bid documents; and facility and environmental plans.
  - Meetings and presentations, including attendance and/or representation of the city at various public and governmental agency meetings.
  - Regulatory agency interaction and liaison requiring robust knowledge of federal, state, and local agency policies, guidelines, and regulations.
  - Landfill specific haul road and customer roadway design
  - Site grading and drainage
  - Area drainage master studies and flood plain mapping
  - Landfill area GIS/Mapping
  - General environmental services: Phase I & II assessments

**Note: Up to five firms may be selected to provide the required services for this category.**

5. **Water/Wastewater Facilities** – May include projects related to the following:
- Water and Wastewater treatment plants
  - Sanitary sewer lift stations and odor control
  - Treated effluent pumping systems and effluent line systems
  - Water and Wastewater system modeling studies
  - Pumping and storage systems
  - Electrical and mechanical design specific to Water and Wastewater facilities
  - Groundwater Wells (permitting, design, rehab), hydrologic investigations, and groundwater modeling studies
  - Instrumentation and controls, SCADA system design, programming, and integration specific to Water and Wastewater facilities
  - Utility security services in the areas of critical infrastructure studies, security vulnerability assessments, emergency response, hazard impact analysis, risk reduction studies, and building and security design services

- Review of water and wastewater system studies, master planning, and design drawings for new development projects
- Cost Estimating
- Construction administration, inspection, oversight of construction activities, start-up & commissioning, training, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).

**Note: Up to five firms may be selected to provide the required services for this category.**

6. **Water/Wastewater Distribution** – May include projects related to the following:
- Water and wastewater system modeling studies
  - Water transmission and distribution systems
  - Wastewater collection systems
  - Review of water and wastewater system studies, master planning, and design drawings for new development projects
  - Cost Estimating
  - Construction administration, inspection, oversight of construction activities, start-up & commissioning, training, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).

**Note: Up to five firms may be selected to provide the required services for this category.**

7. **Hydrogeology** - May include projects related to the following:
- Hydrogeological investigation and studies
  - Groundwater and surface water level, flow, and chemistry monitoring
  - Water quality tests and assessments
  - Pumping tests for aquifer characterization
  - Water supply potential assessments
  - Monitoring and reporting to support permit requirements
  - Water balance studies and calculations
  - Application preparation and submission for applicable permits.

**Note – Up to five firms may be selected to provide the required services for this category.**

8. **Roadway/Transportation** – May include projects related to the following:
- Full street/roadway improvements; including intersection widening and/or reconstruction, roadway reconstruction, storm drains, new medians, streetlights, traffic signals, ITS, signing and pavement markings, landscaping, and other associated street improvements
  - Right-of-way plans, acquisition, and easement development
  - Surveying services; construction staking, legal descriptions, as-built surveying, and topographic surveys
  - Street lighting/ pedestrian lighting, ITS facilities
  - Cost Estimating (Conceptual Design, Construction and Ongoing Operations/Maintenance
  - Project management including construction administration, inspection, oversight of construction activities, training, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).
  - ITS infrastructure design and plan submittal (PS&E)
  - Traffic control design and plan submittal
  - Traffic signal design and plan submittal (PS&E)
  - Streetlight design and plan submittal (PS&E)
  - Signing and Pavement Markings (PS&E)
  - Other design items that relate to traffic engineering.

**Note: Up to five firms may be selected to provide the required services for this category.**

9. **Transportation Studies & Traffic Engineering** - May include projects related to the following:
- Traffic investigations/studies/reports, special events, warrant analysis (signal/HAWK/stop sign, etc.), capacity analysis, etc.

- Cost Estimating (Conceptual Design, Construction and Ongoing Operations/Maintenance
- Construction administration, inspection, oversight of construction activities, training, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).
- Speed Studies
- Crash analysis
- Traffic Impact Analysis (using HCM, Synchro, Vissim, etc.)
- Safety Studies
- Road Safety Assessments
- Studies related to school safety, circulation, and access
- Study relating to Signals, HAWK crossings, ITS facilities, etc.
- Neighborhood Traffic Studies
- Traffic Calming and Mitigation
- Transportation Planning
- Travel demand modeling
- Origin and destination studies
- Airport planning studies
- Airport landside and airside design
- Transit demand studies
- Transit rate studies
- New transit route studies
- Plan review
- Development of a Pavement Management Program
  - MicroPAVER
  - Street pavement inventory
  - Evaluation of pavement and drainage conditions
  - Pavement Condition Index
  - Ride Quality Index
  - Life cycle options/scenarios
  - Cost of options/scenarios
- Grant application (local/regional, state, and federal) including benefit cost
- Project/activity public input/outreach.

**Note: Up to five firms may be selected to provide the required services for this category.**

**10. Landscape Architecture - May include the following services:**

- Conservation park maintenance and management
- Multi-use and natural desert trail maintenance and management
- Demographic and geographically/statistically studies/surveys
- Recreation/park facility assessments
- Architectural landscape, including arborist services
- Horticultural/Tree/Turf analysis and assessment
- Conceptual and final design documents
- Inventory and salvage plans
- Planting and irrigation system improvements and design
- Landscape and hardscape design improvements of existing park & recreation facilities
- Cost Estimating
- Construction administration, inspection, oversight of construction activities, start-up & commissioning, training, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).

**Note: Up to five firms may be selected to provide the required services for this category.**

**11. Geotechnical Engineering – May include the following services:**

- General geotechnical services: reports, construction, and materials testing/sampling (field & laboratory), QA/QC, subsurface investigations and reports, subsidence investigations and reports, geotechnical

designs, geotechnical special inspections, and forensics. Laboratory should be AMRL certified, with ATTI certified field technicians.

- Cost Estimating (Conceptual Design, Construction and Ongoing Operations/Maintenance)
- Construction administration, inspection, oversight of construction activities, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).

**Note: Up to five firms may be selected to provide the required services for this category.**

**12. Structural Engineering** – May include the following services:

- General structural engineering services
- Structural ratings and calculations, bridge, box culverts, retaining walls and building designs, and special inspections.
- Cost Estimating
- Construction administration, inspection, oversight of construction activities, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).

**Note: Up to five firms may be selected to provide the required services for this category.**

**13. Architectural** – May include the following services:

- General architectural services
- Programming development
- Conceptual and final design
- Master Planning
- Development of architectural drawings and specifications
- Design improvements of existing facilities (including park and recreation facilities)
- Design of new facilities
- Interior space planning and interior design
- Energy code calculations and design
- Cost Estimating
- Construction administration, inspection, oversight of construction activities, start-up & commissioning, training, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).

**Note: Up to five firms may be selected to provide the required services for this category.**

**14. Mechanical, Plumbing and Electrical Engineering** – May include the following services:

- General electrical engineering services
- Lighting and sports field lighting.
- Energy management
- General mechanical/plumbing engineering services: HVAC, plumbing, and gas utilities
- Cost Estimating
- Construction administration, inspection, oversight of construction activities, start-up & commissioning, training, and project close-out documents (e.g.: Record Drawings, O&M manuals, etc.).

**Note: Up to five firms may be selected to provide the required services for this category.**

## **SECTION II - SCOPE OF WORK**

The developed scope of work will be specific to the requirements of the project and/or needs of the City. However, the following information is presented as a general description for design and construction administration services that a selected firm may be required to perform. The services listed may include, **but are not limited to**, the following:

**A. General Project administration may include, but are not limited to, the following services:**

1. Coordinating with the City Project Team during all phases of the project. The City Project Team could vary depending on the nature of the project.

2. Conducting project meetings as necessary to maintain the project budget and schedule, chairing periodic regular meetings and any additional meetings as requested by the City: setting agendas, and preparing and distributing meeting minutes. Meetings under basic services may include:
    - a. Meetings with the City Project Team, client departments, City management and Council.
    - b. Meetings with oversight committees.
    - c. Meetings required for obtaining review approvals and permits.
    - d. Meetings with Utility companies.
    - e. Meetings with general public, property, and business owners, etc.
  3. Coordinating with private, public and City utilities (i.e., APS, SRP, Century Link, Southwest Gas, Cox Communications, City Information Technology Department, Water and Sewer Services Department, etc.) regarding standard technology and utility issues and incorporating pertinent information in the plans.
  4. Submitting and retrieving all required contract documents to the various required reviewing agencies.
  5. Preparing and maintaining a project schedule after meeting with the designated City Project Team. Determine appropriate submittal deadlines and to coordinate project submissions. The Consultant will be responsible for the master scheduling through the design phase. Once the construction phase begins the master scheduling, responsibilities will be transferred to the contractor with the assistance of the Consultant.
  6. Obtaining all federal, state, county, local and utility approvals required for permitting purposes necessary for the completion of the Project. The contractor will be required to obtain the necessary permits associated with construction of the Project, including City Building Safety, NPDES, SWPPP, Air Quality/Dust Control, and others. As the Project progresses, the Consultant will furnish to the City copies of all communications between the Consultant and the respective agency or department and all approvals and permits for the Project.
  7. Submitting a written monthly progress report and updated project schedule to the City and Project Team during the entire period of the project, through both design and construction. Submitting a projected monthly billing consistent with the project tasks, the project schedule, and the fee proposal. Also, the Consultant will submit an updated cash flow schedule, with the monthly billing to Engineering Administration for the entire period of the project, through both design and construction.
- B. Design Services may include, but are not limited to, the following:**
1. Preparing design documents. The design documents shall include, but may not be limited too, design concept reports, project assessment studies, schematic design studies, construction cost estimating, and final permit ready design drawings, specifications and bid documents (construction documents). These documents will fix and illustrate the size and character of the entire Project including the kinds of materials; type of structures; and such other work as may be appropriate.
  2. Designing the Project so that construction conforms to all applicable building codes and standards, city design guidelines, City Building Standards Manual, and other applicable statutes and regulations.
  3. Preparing drawings using computer programs and formats as dictated by the City of Glendale Engineering Department. Final bid specifications shall be prepared as dictated by the City of Glendale Engineering Department.
  4. Design drawings shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City.

5. Upon completion of the design drawings, specifications and contract documents, the Consultant shall provide a specified number of sets of all construction documents and applicable design calculations for review and approval by the appropriate City agencies and/or other applicable authorities. These documents must be sealed and signed by the appropriate responsible party. With the submission of the construction plans, specifications and contract documents, the Consultant shall submit a detailed Project cost estimate.
  6. Coordinating the applicable permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the Project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by the Consultant. The Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plan set, if applicable. The Consultant shall submit to the City a copy of all correspondence between the Consultant and utility companies, including utility review submittals and conflict notices.
  7. Incorporating all corrections received from the reviewing entities into the final bid set of contract documents. If required, the Consultant shall resubmit the revised plans for final approval. Additionally, if required by the Project Manager, the Consultant shall review and revise the cost estimate, reflecting the modifications made for the final submittal.
  8. Upon approval of the final construction documents the Consultant shall deliver to the City the final reproducible drawings and final specifications on computer disc (CD). Drawings shall be in a format approved by the City and the specifications shall be in MS Word format. All final documents shall be sealed and signed by the appropriate responsible party. Sealed final documents may be in electronic PDF format.
  9. After the construction documents are approved the consultant will assist the City in the bid phase. The consultant will prepare all addenda and shall prepare a bid acceptance or rejection recommendation letter.
  10. For federal aid projects Consultant services may include the completion and approval of the following submittal documents:
    - a. Project Assessment (PA) or Design Concept Report (DCR)
    - b. PS&E (30%, 60%, 90%, and 100% stage submittals)
    - c. Required clearances (Environmental, Right-of-Way, Utilities, and Materials)
- C. Construction Administration Services may include, but are not limited to, the following:
1. Upon acceptance of the bid and contract award for the construction of the project, the Consultant shall provide construction administration services. The services involved shall include, but are not necessarily limited to, the following:
  2. Preconstruction Conference: Conduct a preconstruction conference with the Contractor, the City, and other interested parties prior to issuance of the Notice to Proceed. The Consultant will be required to notify all interested parties and affected utilities of the date and time of the preconstruction conference to be held at City Hall. In addition to conducting the meeting, the Consultant will take minutes and issue them to all attendees.
  3. Quality Acceptance: The Consultant could be required to provide quality acceptance services to perform inspection and acceptance testing of all items of work required by the construction documents. The Consultant shall monitor construction for compliance with the project plans and specifications.
    - a. The Consultant could be required to provide an on-site representative to observe all phases of construction activities. The on-site representative's time shall be based on the requirements of the project and the Contractor's construction schedule. The on-site representative shall be a full-time employee, a professional engineer/architect, licensed by the State of Arizona, with two years minimum construction inspection experience or a construction inspector, with five years minimum experience in the architectural, engineering and/or construction profession, and shall



12. Change Order Requests: The Consultant shall review and make recommendations on all change order requests from the Contractor. No change order shall be implemented without the prior approval of the City Engineer. The Consultant shall prepare all necessary documents and submit to the City Project Manager for approval.
13. Final Inspection and Payment: The Consultant will maintain a running deficiency list during the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection. Subsequent inspections should be anticipated to ensure completion of all identified deficient items.
14. Project Closeout: The Consultant will compile a list of required final submittals, including, but not necessarily limited to record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Consultant shall review the project closeout documents for final approval.
15. As-Built Drawings: The Consultant shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work. The Consultant will provide one set of record drawings on bond paper and on a computer disk in the appropriate format of ACAD approved by the City. The Consultant will provide a second set of record drawings in PDF format. Each drawing sheet shall be presented as a separate PDF file and shall include the seal and signature of the architect/engineer of record. The seal and signature of the architect/engineer of record is not required on the computer disk with the ACAD file.

The RECORD DRAWING signature block on the cover sheet must be filled out and signed by the appropriate responsible party.

16. Warranty Corrections and One/Two Year Warranty Inspections: The Consultant will work closely with the City through the one-year and two-year warranty periods on all warranty work. The Consultant will prepare and submit all warranty requests and follow-up with the City and the Contractor to ensure all warranty corrections have been completed in a timely manner. The Consultant will attend and conduct, with the assistance of the City, a one-year and two-year warranty inspection. The Consultant will prepare a punch list of deficient items discovered during the inspections. The Consultant should anticipate subsequent site visits to ensure completion of any identified deficient items discovered during the inspections.
17. Other Services that may be required:
  - a. Make recommendations regarding requests for substitutions.
  - b. Coordinate project requirements with other agencies, including Maricopa County Department of Environmental Services.
  - c. Coordinate project with other vendors or contractors (i.e., furniture and equipment providers, City telecommunications and information technology representatives, cable installers, etc.).
  - d. If requested by the City, coordinate the installation of any materials/items not provided under the construction contract.

### **SECTION III – CONTRACT PROVISIONS**

**The firm must acknowledge in their cover letter to this RFQ submittal they have reviewed the City's Professional Services Agreement (PSA) and are willing to execute the agreement without revisions or modifications.** An example of the City's Professional Service Agreement (PSA) is available for downloading and reviewing on the City's website at [www.glendaleaz.com](http://www.glendaleaz.com) on the Engineering Department's [page](#) under Design and Construction Documents and Forms.

Prior to the award of a contract the selected firm will be required to provide an Arizona business license(s) held by the firm and authorizing the firm to transact business in Arizona by the Arizona Corporation Commission.

The selected firm will be required to identify any contracts or subcontracts, held by the firm or officers of the firm, terminated within the last two years, and shall briefly describe the circumstances. The selected firm will also be required to identify any claims filed on a contract that resulted in litigation or arbitration within the last two years and shall briefly describe the circumstances and the outcomes. This information applies only to contracts or subcontracts issued in the state of Arizona.

#### **SECTION IV – REQUEST FOR QUALIFICATIONS SELECTION CRITERIA**

**NOTE:** For the convenience of the review committee, responses to the RFQ selection criteria, items A through C below, shall be limited to five (5) pages (8.5" x 11", with 1" margins) per category, using Times New Roman 10-point font, plus a one-page cover letter (total - 6 pages).

Headers and footers are allowed within the 1" margins and may include decorative headers/footers that include information such as page number; project title; date; firm name, address, phone numbers, website information; etc., but must not include any information relative to the selection criteria. Firms shall provide responses to items A through C, in alphabetical order. Appendices with additional information are not allowed and shall not be included in the firm's response to this RFQ.

Firms interested in being selected for the City of Glendale 2023-2024 On-Call Professional Services list should submit a response addressing the specified criteria listed below. Parties interested in being selected for the On-Call Professional Services list must address the following subjects:

#### **A. FIRM INFORMATION (1 Page Limit):**

##### **General information of Firm**

1. Provide the following information:
  - Name of Firm and address.
  - Brief description of firm.
  - The Category your firm wishes to be considered for.
  - Home office location and the location of the office that will be performing the majority of the work.
  - Number of employees in the office that will be performing the majority of the work.
  - Name of Primary contact and title, including phone number and email.
  - Legal organization of the firm.
  - Arizona business and professional licenses/registrations held by the firm.
  - Contract(s) or subcontract(s) which have been terminated within the last five years.
  - Any litigation or arbitration actions within the last two years. Briefly describe the circumstances and the outcomes.
2. Describe how your firm will support the team and required services:
  - Financial and leadership resources.
  - Project management systems and tools.
3. List the category elements that your firm will **performed in-house** and the category elements that will require the services of a **sub-consultant or outside firm**.

**Note: There will be an expectation that a firm selected from the On-Call list will have the necessary resources to perform the in-house services as listed above. If not, the City may elect to select another firm from the On-Call list.**

#### **B. EXPERIENCE OF FIRM (2 Page Limit):**

1. List only projects that are similar in nature to the category your firm wishes to be considered for. Projects must have been awarded to your firm in the last three years (July 2019 to July 2022). Provide the following:
  - List no more than ten (10) projects per category.
  - Projects should be in the general Phoenix Metro area, preferred, or in Arizona.
  - Brief project description. The description must include similar elements as the category the firm wishes to be considered for.

- List the project services performed under the contract.
  - Contract amount.
  - Project status: start date, completion date and percent completed if project is not completed.
  - Procurement method (direct select, selected through RFQ process, selected from another agencies On-Call list, etc.).
2. Provide at least two general references, with contact information (phone number and email). The references do not have to be germane to any of the projects listed.

**C. EXPERIENCE OF KEY PERSONNEL (2 Page Limit)**

1. Provide an organization chart showing all key personnel that could be performing services relative to the category the firm wishes to be considered for. Include their home office location, number of years of overall experience and number of years employed by the submitting firm, current professional licenses/certifications.
2. For each key person identified list the following:
  - Brief resume, and primary role and duties.
  - Two general references (outside of firm), with contact information (phone number and/or email).
3. For each key person identified above provide two projects with similar elements as the category your firm wishes to be considered for. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For projects other than one selected for the firm provide the following:
  - Project name and location.
  - One sentence project description.
  - Role and responsibility of the key person.
  - Contract amount.
  - Completion or estimated completion date.
  - Procurement method (direct select, selected by RFQ, On-Call list, etc.)

**SECTION V - SUBMITTAL REQUIREMENTS**

A separate response shall be submitted for each category that the firm wishes to be considered for. Firms are to submit their individual qualifications and experience for each category. Firms may submit on as many categories as they wish, however, a firm will not be selected for more than two categories when the selection process is complete, unless it is determined by the City to be in the City’s best interest to include a firm in more than two categories.

**No team submittals will be accepted.** Firms cannot submit with another firm, no joint venture, or other types of submittals. Firms cannot augment their team with firms that provide services that the submitting firm does not typically provide.

Submit a one-page cover letter with your response to this RFQ. Include the firm name, address, contact information and the category your firm wishes to be considered for. The cover letter may include photos, graphics, firm logo, etc., if desired. **The firm must acknowledge in their cover letter to this RFQ they have reviewed the City’s Professional Services Agreement (PSA) and are willing to execute the agreement without revisions or modifications.** An example of the City’s Professional Service Agreement (PSA) is available for downloading and reviewing on the City’s website at [www.glendaleaz.com](http://www.glendaleaz.com) on the Engineering Department’s [page](#) under Design and Construction Documents and Forms.

Firms interested in submitting on this project must be registered as a vendor in order to submit a proposal. To register please visit the Vendor Self Service site at: <https://glendaleazvendors.munisselfservice.com/Vendors/Default.aspx>

Firms that wish to submit for the 2023-2024 On-Call Professional Services should familiarize themselves with the City’s VSS website prior to the submittal date to ensure they can access the site prior to submittal. Should a firm

encounter any problems accessing the website please email your questions to [EngineeringDept@glendaleaz.com](mailto:EngineeringDept@glendaleaz.com) or call the main Engineering phone number, 623-930-3630.

**On the submittal to this RFQ, please display the firm information and project title as shown:**

**BID NO.: 42300001**

**TITLE: 2023-2024 ON-CALL PROFESSIONAL SERVICES**

Please provide your response to this RFQ no later than:

**Thursday, August 4, 2022, no later than 2:00 p.m. (local time)**

Any proposal received after this time will not be considered and will be returned to the firm.

**Firms interested in submitting on the 2023-2024 On-Call Professional Services list should submit a response addressing the specified Request for Qualifications (RFQ) criteria. Please be advised that failure to comply with the following criteria could be grounds for disqualification:**

- Receipt of submittal by the specified date and time.
- Adherence to maximum page requirement and font size.
- **Acknowledgement in their cover letter the firm has reviewed the City's Professional Services Agreement (PSA) and are willing to execute the agreement without revisions or modifications.**

Adherence to the maximum page criterion is critical. Each page shall be 8 ½ x 11 with 1" margins. Any page with criteria information will be counted in the five (5) page limit. Pages that have photos, charts and graphs will be counted towards the maximum five (5) page limit. Submittals may include front and back design covers (not to be confused with the "cover letter"). The front and back design covers can include the project title, firm logo, photos, graphics, etc. The front and back design covers will not be counted toward the five (5) page limit but must not include any information relative to the selection criteria. Also, 1" margins may include decorative headers/footers that include information such as page number; project title; date; firm name, address, phones numbers, website information; etc., but must not include any information relative to the selection criteria.

All questions regarding this Request for Qualifications must be submitted in writing prior to **4:00 p.m., July 25, 2022**, to:

City of Glendale  
Engineering Department, 3<sup>rd</sup> Floor  
5850 W. Glendale Avenue  
Glendale, AZ 85301-2599

Or by E-Mail to :

[EngineeringDept@glendaleaz.com](mailto:EngineeringDept@glendaleaz.com)

**City of Glendale Representatives:**

John Murphey

Bill Passmore

#### **SECTION VI - SELECTION PROCESS**

Your submittal will be evaluated based on your firm's responses to the RFQ selection criteria and the overall quality of the submittal.

A Selection Committee organized for this On-Call RFQ will review and evaluate the submittals using a **forced ranking system**. No individual points will be assigned to the selection criteria listed above. The results of the individual rankings will be submitted to the City Engineering Department Professional Team for final review and recommendation. Firms with a total number of 20 employees or less may be given special consideration if determined by the City Engineering Department Professional Team to be in the City's best interest. This special consideration

does not include firms with multiple offices that have a total number of employees greater than 20. There will be no oral interviews as part of the selection process.

The qualifying Firms, as determined by the City Engineering Department Professional Team, will be placed on a pre-qualified On-Call list. For each procurement a qualified selection committee will evaluate the experience and qualifications of the firms as it relates to the specific procurement. The final list and order of preference for a specific procurement will be determined by the selection committee.

The City intends to select five (5) pre-qualified firms for each of the categories listed above. However, if it is determined to be in the City's best interest the City may select fewer or more firms than indicated.

The City does not guarantee an awarded contract to any of the selected pre-qualified firms.

Staffing substitutions must be approved by the city in writing prior to execution of a contract. Additional contract details are available in the city's PSA as described elsewhere in this request.

Firms selected for the on-call pre-qualification list are free to pursue any other RFQ's publicly advertised by the City without jeopardizing their on-call status. It is not the City's intention to discontinue advertising RFQ's for professional services.

**SECTION VII – GENERAL INFORMATION AND SCHEDULE**

No reimbursement will be made by the City for any costs incurred prior to the execution of a written contract and a formal notice to proceed. The City reserves the right to reject all submittals and re-solicit or cancel this procurement if deemed by the City to be in its best interest. The City also reserves the right to waive any informality or irregularity in any submittal to this RFQ and to be the sole judge of the merits of the respective submittals received.

A firm, business or individual, may be disqualified for any of the following:

- Litigation pending against the City.
- Failure to perform faithfully any previous contract with the City after said previous contract was terminated for cause.
- Failure to disclose any pending violations, lawsuits, etc., and any actions that may be a conflict of interest.
- Previously defaulting or terminating a contract with the City.
- Current or pending litigation which is likely to have a negative impact on a firm's ability to execute this contract.
- These are a continuing disclosure requirement. Any such matter commencing after the execution of a contract, must be disclosed in a timely manner in a written statement to the City.

All firms or persons interested in submitting on this RFQ will refrain from direct or indirect contact with any person who may play a part in the selection process, or any person employed by the City, other than the authorized representatives as identified by the Engineering Department. This policy is intended to create a level playing field for all potential firms and to protect the integrity of the selection process. Any changes to this RFQ will be in the form of an addendum.

Submittals to this RFQ will become the property of the City of Glendale. No post-submittal reviews will be offered under this procurement.

**SELECTION PROCESS – SCHEDULE**

The following **tentative** schedule has been prepared for this project. This schedule is subject to change.

<b>RFQ's submittals Due to Engineering Department by 2:00 p.m.</b>	<b>August 4, 2022</b>
<b>Estimated Pre-Qualification Selection Process Complete</b>	<b>Week of October 3, 2022</b>
<b>Final Selection Notifications Mailed</b>	<b>Week of December 5, 2022</b>

**SECTION VIII – PROTEST OF SOLICITATIONS AND CONTRACT AWARDS**

In the event that a protest is lodged in connection with the subject procurement, the City will follow the policy and procedures of the Arizona Department of Administration, with the City Executive Director of Financial Services serving as Chief Procurement Officer, the City Engineer as Procurement Administrator, and the Director of Engineering as Director. In the event that a protest cannot be resolved at the Director level, the procurement Administrator will appoint an independent “Reviewer” to serve as “administrator law judge” in the appeal process.

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

**SCOPE OF WORK**  
**(Geotechnical Engineering for City-wide Facilities and Parks)**

NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS INC. will provide Geotechnical Engineering services as described in RFQ 42300001 (which is attached hereto as Exhibit A) for City-wide facilities and parks on an as needed basis.

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

**SCHEDULE**  
**(Geotechnical Engineering for City-wide Facilities and Parks)**

Services will be provided as required in the RFQ or agreed upon by the parties on a project-by-project basis.

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**  
**(Geotechnical Engineering for City-wide Facilities and Parks)**

**METHOD AND AMOUNT OF COMPENSATION**

Not to exceed \$500,000 if all renewal options are exercised in accordance with Section 4 of the Agreement.

**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 \$500,000.

**DETAILED PROJECT COMPENSATION**

Compensation shall be priced and agreed upon on a job order basis.

## Schedule of Fees

### Hourly Charges for Personnel

#### Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist .....	\$ 180
Senior Engineer/Geologist/Environmental Scientist .....	\$ 150
Senior Project Engineer/Geologist/Environmental Scientist .....	\$ 140
Project Engineer/Geologist/Environmental Scientist .....	\$ 120
Senior Staff Engineer/Geologist/Environmental Scientist .....	\$ 115
Staff Engineer/Geologist/Environmental Scientist .....	\$ 110
GIS Analyst .....	\$ 100
Technical Illustrator/CAD Operator .....	\$ 75

#### Field Staff

Certified Asbestos/Lead Technician .....	\$ 140
Field Operations Manager .....	\$ 100
Nondestructive Examination Technician (UT, MT, LP) .....	\$ 85
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing).....	\$ 80
Supervisory Technician .....	\$ 75
Senior Technician .....	\$ 75
Technician .....	\$ 70

#### Administrative Staff

Geotechnical/Environmental/Laboratory Assistant .....	\$ 55
Information Specialist .....	\$ 55
Data Processor .....	\$ 55

#### Other Charges

Concrete Coring Equipment (includes technician) .....	\$ 190/hr
Anchor Load Test Equipment (includes technician) .....	\$ 190/hr
GPR Equipment .....	\$ 180/hr
Inclinometer .....	\$ 100/hr
Hand Auger Equipment .....	\$ 80/hr
Rebar Locator (Pachometer) .....	\$ 25/hr
Vapor Emission Kit .....	\$ 65/kit
Nuclear Density Gauge .....	\$ 12/hr
X-Ray Fluorescence .....	\$ 70/hr
PID/FID .....	\$ 25/hr
Air Sampling Pump .....	\$ 10/hr
Field Vehicle .....	\$ 10/hr
Expert Witness Testimony .....	\$ 450/hr
Direct Expenses .....	Cost plus 15 %
Special equipment charges will be provided upon request.	

#### Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

## Schedule of Fees for Laboratory Testing

### SOILS

Atterberg Limits, D 4318, T 89, T90	\$ 90
California Bearing Ratio (CBR), D 1883	\$ 450
Chloride and Sulfate Content, ARIZ 733, 736	\$ 100
Clay Expansion, FHA Swell	\$ 110
Consolidation, D 2435, T 216-94	\$ 250
Crumb Test Dispersion Test, D 4647	\$ 60
Direct Shear, D 3080, T236	\$ 350
Expansion Index, D 4829, UBC 18-2	\$ 120
Expansion Potential (Method A), D 4546	\$ 110
Hydraulic Conductivity, D 5084	\$ 300
Hydrometer Analysis, D 7928, T 88-93	\$ 200
Double Hydrometer Analysis, D 4221, T 88	\$ 400
Lime Determination, pH Method, D 62765	\$ 210
Standard Proctor Density, D 698	\$ 175
Standard Proctor Density Treated Soils, D 698	\$ 195
Modified Proctor Density Treated Soils, D 1557, T 180-93, T 99-94	\$ 205
Miller Box Resistivity	\$ 60
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 90
Moisture Only, D 2216, T 265	\$ 25
Moisture and Density, D 2937	\$ 35
Permeability, CH, D 2434, T 215	\$ 220
pH and Resistivity, ARIZ 236 c	\$ 100
Pinhole Dispersion Test, D 4647	\$ 245
R-value, D 2844, T 190	\$ 250
Sand Equivalent, D 2419, T 176	\$ 90
Sieve Analysis, D 6913	\$ 55
Sieve Analysis, C-136 (includes 200 wash), D 6913, D 1140	\$ 110
Solubility	\$ 80
Specific Gravity, D 854, T 100-93	\$ 85
Sulfate & Chloride Content	\$ 90
Swell Test, D 4546	\$ 290
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 800
Triaxial Shear, U.U., D 2850 per point	\$ 160
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 315
Triaxial Shear, C.D., D 4767, T 297 per pt	\$ 375
Unconfined Compression, D 2166, T 208	\$ 175

### MASONRY

Brick Absorption, C 67	\$ 65
Brick Compression, C 67	\$ 30
Brick Moisture, C 67	\$ 30
CMU Block Compression Test, 8x8x16, C 140	\$ 75
CMU Block Moisture Content, C 140	\$ 70
Core Compression	\$ 35
Concrete Block Linear Shrinkage, C 426	\$ 150
Grout Prisms Compressive Strength, C 1019	\$ 40
Masonry Grout, 4x4x8 prism compression, UBC 21-18	\$ 22
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 22
Masonry Prism, half size, compression, UBC 21-17	\$ 120
Mortar Cubes Compressive Strength, C 109	\$ 20

### REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A-36, A615	\$ 125
Fireproofing Density Test, UBC 7-6	\$ 50
Hardness Test, Rockwell, A-370	\$ 40
High Strength Bolt, Nut & Washer Conformance, set, A-325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 80
Pre-Stress Strand (7 wire), A 416	\$ 150
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 85
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 100
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

### CONCRETE

Concrete Core Absorption ASTM C 497 Method A	\$ 85
Concrete Core Compressive Strength, C 42, T 24-93	\$ 90
Concrete Coring Minimum Charge	\$ 300
Concrete Laboratory Mix Verification, excluding cylinders	\$ 300
Concrete Mix Design	\$ 2,000
Compression Tests, 6x12 Cylinder, C 39, T 22-92	\$ 22
Drying Shrinkage, C 157	\$ 300
Flexural Test, C 78	\$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 190
Lightweight Concrete Fill Compression, C 495	\$ 40
Measurement of Concrete Cores, ASTM C 174	\$ 20
Rapid Chloride Permeability, C 1202	\$ 425
Splitting Tensile Strength, C 496	\$ 95
Time of Setting of Cement by Vicat Needle, C 191	\$ 250

### ASPHALT

Asphalt Mix Design Review	\$ 400
Asphalt Mix Design, 5 points, Tex	\$ 1,500
Asphalt Content/Gradation (Ignition Oven), T 308, D 6307	\$ 200
Bulk Density Lab Molded Samples, Tex 207F (per set)	\$ 50
Bulk Specific Gravity per specimen (non-absorptive), D 2726	\$ 25
Bulk Specific Gravity per specimen (coated), D 1188	\$ 45
Compressive Strength of Hot Mix Asphalt, T 167	\$ 275
Extraction, % Asphalt, including Gradation, D 2172, T 164-94 T 30-93, Tex 210F	\$ 225
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 200
Hveem Stability, Tex 208F (per set)	\$ 90
Marshall Mix Design, Flow and Unit Weight, (set of 3) T 245-94	\$ 215
Marshall Mix Design	\$ 3,500
Maximum Theoretical Unit Weight, D 2041, CT 309, Tex 227F	\$ 125
Molding Specimens, Tex 206F (per set)	\$ 55
Tensile Strength Ratio D 4867, T283	\$ 350
SuperPave Mix Design	\$ 4,000

### AGGREGATES

Absorption, Coarse, C 127	\$ 50
Absorption, Fine, C 128	\$ 75
Alkali Reactivity, C 1260	\$ 750
Alkali-Silica Reactivity, C 1567	\$ 750
Clay Lumps and Friable Particles, C 142	\$ 95
Fractured Faces, NDOT, T 2303, ARIZ 212e	\$ 140
Los Angeles Abrasion, C 131 or C 535	\$ 180
Moisture, C 566, T 255-92	\$ 25
Mortar make properties of fine aggregate, C 87	\$ 300
Organic Impurities, C 40	\$ 50
Sand Equivalent, D 2419, T 176	\$ 85
Sieve Analysis, Coarse Aggregate, C 136	\$ 110
Sieve Analysis, Fine Aggregate (included wash), C 136	\$ 110
Sodium Sulfate Soundness (per size fraction), C 88	\$ 240
Specific Gravity, Coarse, C 127	\$ 125
Specific Gravity, Fine, C 128	\$ 125
Unit Weight C 29, T 19	\$ 50

Special preparation of standard test specimens will be charged at the technician's hourly rate.  
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

ENTITY INFORMATION

Search Date and Time: 7/7/2023 2:52:52 PM

Entity Details

Entity Name:

NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS INC.

Entity ID:

F11863825

Entity Type:

Foreign For-Profit (Business) Corporation

Entity Status:

Active

Formation Date:

10/21/2005

Reason for Status:

In Good Standing

Approval Date:

10/21/2005

Status Date:

11/29/2021

Original Incorporation Date:

10/21/2005

Life Period:

Perpetual

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Ninyo & Moore

Business Type:

2022

Last Annual Report Filed:

California

Domicile State:

10/21/2023

Annual Report Due Date:

5/8/2006

Original Publish Date:

Years Due:

Statutory Agent Information

Name:

STEVEN NOWACZYK

Appointed Status:

Active

Attention:

Address:

3202 E. HARBOUR DRIVE , PHOENIX, AZ 85034, USA

Agent Last Updated:

9/21/2022

E-mail:

Attention:

Mailing Address:

County:


Maricopa

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Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	AVRAM NINYO		5710 RUFFIN ROAD, SAN DIEGO, CA, 92123, San Diego County, USA	3/28/1987	6/20/2019
Shareholder	AVRAM NINYO		NOT REQUIRED, NOT REQUIRED, XXXXX	12/31/9999	10/20/2017
President	AVRAM NINYO		5710 RUFFIN RD, SAN DIEGO, CA, 92123, San Diego County, USA	3/28/1987	6/20/2019

Page 1 of 1, records 1 to 3 of 3

Address 

Attention:

Address: 3202 E. HARBOUR DRIVE, PHOENIX, AZ, 85034, USA

County: Maricopa

Last Updated: 9/21/2022

Entity Principal Office Address

Attention:

Address: 5710 RUFFIN RD, SAN DIEGO, CA, 92123, USA

County: San Diego

Last Updated: 9/21/2022

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