

**PROFESSIONAL SERVICES AGREEMENT**  
**GLENDALE-PHOENIX WATER SUPPLY INTER-CONNECT**  
**CONSTRUCTION ADMINISTRATION SERVICES**  
City Project No. 212238.1

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Black & Veatch Corporation, a Delaware Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2024 ("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**, Scope of Work (the "SOW");
- B. City desires to retain the professional services of Consultant to develop, create, make, generate, supply, deliver, provide and/or perform the specific benefits, services, tasks, activities, expertise, etc. as set forth in the Scope of Work; and
- C. 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 all portions, tasks, activities and specifications of the SOW (the "Services") are completed timely and efficiently consistent with the SOW's 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 SOW 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 perform the SOW by Consultant will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the perform the SOW 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 perform the SOW 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 completion of the SOW.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain Service.
- (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 SOW is completed on time and in a cost- efficient manner. The Services, including any interim milestones, shall be completed in accordance with the schedule contained in **Exhibit A**.

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 SOW 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 ("Coordinating Professionals").
- b. Consultant will meet to review the Services to be provided in the SOW, Schedule and in-progress work with Coordinating Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.
- c. For projects not involving Coordinating 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 SOW.

### 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.**

- 4.1 Compensation. Consultant's compensation for the Services, including those furnished by its Subconsultants or Subcontractors will not exceed \$286,286 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Work. The Compensation may be equitably adjusted if the original SOW is significantly modified, but only as provided below.
  - a. Adjustments to the SOW, including adding any additional Services or any change in the amount of Compensation available hereunder, require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the original SOW 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 in Section 4.1 above.

## 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 City 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 SOW and/or Services.
    - 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 Services 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 the SOW and/or Services, 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 SOW and/or Services, and his or her address for Notice delivery is:

Lisa Jackson, PE  
Black & Veatch Corporation  
2231 E. Camelback Road - Suite 250  
Phoenix, AZ 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 Marty Soma, PE  
5850 West Glendale Avenue  
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 SOW or Services.

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 SOW 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 SOW, 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 Extensions. The term of this Agreement commences upon the effective date and continues for a 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 2 years, 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 extension period. Price adjustments will only be reviewed during the Agreement extension period and will be a determining factor for any extension. There are no automatic extensions or 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 extensions, 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      Scope of Work



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

**SCOPE OF WORK**

The City of Glendale (City) entered into an intergovernmental agreement (IGA) with the City of Phoenix (Phoenix) for Phoenix to provide up to five (5) million gallons per day (mgd) of potable water to the City's Zone 3 in the event of emergency conditions in the City in two locations. The City was selected by the Environmental Protection Agency (EPA) to receive grant funding for this project.

Black & Veatch (Consultant) will assist in the preparation of contract documents for bidding the Glendale Phoenix Water Supply Interconnect project at the first location: Pyramid Peak Parkway & Pinnacle Vista Drive (Pyramid & Pinnacle). Once the contractor is selected, the Consultant will provide construction administration and inspection (CA&I) services associated with this scope of work (at the Pyramid Peak Water Treatment Plant site).

Consultant will complete the following scope of services:

- Phase 100 – Bid Preparation & Pre-Award Services
- Phase 200 – Consulting Services During Construction
- Phase 300 – Resident Services During Construction
- Phase 400 – Project Management

CA & I services for the interconnect at the second location (51st Avenue and Tonopah Drive) will be part of a future phase. See attached for further details.

## EXHIBIT A – SCOPE OF SERVICES

### *PHASE 100 TASKS – BID PREPARATION SERVICES*

#### *TASK 110 – PROJECT DOCUMENT PREPARATION*

Consultant will develop the following for the Owner’s use in preparation of the Request for Proposal for the Glendale Phoenix Water Supply Inter-Connect project.

- Schedule of Values – Pyramid & Pinnacle
- Pyramid & Pinnacle 100% For Bid Drawings
- Pyramid & Pinnacle 100% For Bid Technical Specifications

Associated with the 100% For Bid Drawings and Technical Specifications, the Consultant will review and update the documents, as required, to comply with the requirements outlined in the EPA grant for the most qualified bidder.

It is assumed that Glendale shall develop the required front ends including the instructions to bidders, support the advertisement of the project, and create the schedule for bid submittals through award of contract based on City standards.

As applicable, Consultant will incorporate Bid Clarification comment resolution items into final documents to be utilized in the field. Final For Construction documents will be provided to selected bidder.

#### *TASK 120 – BIDDING PROGRESS MEETINGS*

Consultant will attend and support the in-person pre-bid conference and one (1) meeting with the City and Phoenix as required for coordination. The pre-bid in-person conference will be at a date and time selected by the Owner:

- Lead the discussion on special project requirements regarding EPA funding and contract documents in general.
- Prepare minutes of conference and issue to the City for distribution.
- Answer preliminary questions and create Bid Clarification Log to formalize questions and answers.

#### *TASK 130 – BID SUPPORT AND EVALUATION*

Consultant will evaluate all received bids for the project from the City. Consultant will evaluate bidder’s qualifications, proposed construction timeline, and conformance to EPA’s grant requirements. Consultant will provide the City with a recommended selected Contractor.

Consultant will review the selected Contractor’s bid in detail and meet with City to review comments and agree upon resolution. Consultant will participate with the City in Contractor negotiations.

- Consultant’s initial review comments on the Contractor’s bid will be provided to the City for City coordination with the Contractor one (1) week prior to the cost negotiation and comment resolution meeting.
- Consultant anticipates up to one (1) hybrid (in person and virtual) meeting to discuss cost related comments and led by Consultant’s Estimator Specialist.

Consultant will schedule and attend one (1) additional meeting with the City and City of Phoenix as needed to discuss the bids received, evaluate the next steps, and continue to keep the project on schedule.

**PHASE 100 DELIVERABLES:**

- Schedule of Values – Pyramid & Pinnacle
- Pyramid & Pinnacle 100% For Bid drawings
- Pyramid & Pinnacle 100% For Bid Technical Specifications
- For Construction Drawings and Technical Specifications, as required
- Pre-Bid Conference Meeting Minutes
- One PDF of the Bid Clarification Log

***PHASE 200 TASKS – ENGINEERING SERVICES DURING CONSTRUCTION***

Consultant will perform services during the construction phase of the project. By performing these services, Consultant shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, or procedures of construction. Consultant shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Specific services to be performed by Consultant are as follows:

***TASK 210 – SUBMITTAL REVIEW***

Consultant will review the schedule of shop drawings submissions, drawings, submittal documents, equipment operation and maintenance manuals, Contractor's quality control documentation and other data submitted by the Contractor as required by the construction contract documents. The Consultant will receive, review, evaluate, and distribute shop drawings, samples, test results, and other data which the Contractor is required to submit.

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

The Consultant's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The Consultant will not approve any proposed substitution unless such substitution conforms to the Project design concept and the Construction Contract Documents including the Contract Price. Final approval of substitutions shall be at the discretion of the City's Project Manager.

The Manufacturer's Final O&M manuals received from the Contractor will be provided to the City in pdf format and provided to the City. It is assumed the Contractor will provide the specified hardcopies and bookmarked pdf format "character recognition" (OCR scanning) copies of approved O&M manuals per specification section 01300. Bookmarks shall be provided for each tab in the hardcopy.

Submittal and substitution reviews efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews. Effort is based on reviewing thirty (30) anticipated number of submittals, including preliminary and final vendor O&Ms and Contractor MOPOs. If additional shop drawings are received beyond the assumed number of submittals, they will be reviewed as a supplemental service.

### *TASK 220 – ISSUE INTERPRETATION AND CLARIFICATIONS*

The Consultant will issue necessary interpretations and clarifications of the Construction Contract Documents; function as initial interpreter of the requirements of the Construction Contract Documents and make decisions on City and the Contractor questions relating to the acceptability of the work or the interpretation of the requirements of the Construction Contract Documents pertaining to the execution and progress of the work.

The Consultant will respond in writing to City's representative and/or the Contractor to clarify and/or interpret technical or design related questions. Routine technical interpretations will be responded to by the Consultant's Resident Project Representative (RPR). The Consultant will respond to issues raised during construction regarding interpretation and clarification of the contractual administrative and technical requirements of the Construction Contract Documents. The Consultant will serve as City's advisor in resolution of these issues.

A total of up to four (4) RFIs are estimated. If additional RFIs are received, they will be reviewed as a supplemental service.

### *TASK 230 – ALLOWANCE / CHANGE ORDER REVIEWS*

Review the Contractor's documentation and assist the RPR with administering the processing of allowances requests and change orders, including applications for extension of construction time. Consultant together with its RPR will:

- Review documentation
- Prepare any additional documentation required
- Administer the processing of change orders
- Review applications for extension of construction time
- Evaluate the costs and schedule impacts
- Submit recommendations to City's Project Manager for concurrence
- Assist City with Contractor negotiations

Work related to unusually complex or unreasonably out of scope or numerous change orders are considered a Supplemental Service. A total of up to two (2) allowance / change order requests have been assumed. If additional allowance / change orders are identified, they will be reviewed as a supplemental service.

### *TASK 240 – REPRESENTATION ON BEHALF OF CITY*

The Consultant will consult with and advise City and function as its representative during construction. All City instructions to Contractor will be issued through Consultant and its RPR who will have authority to act on behalf of City to the extent provided in this Scope of Services except as otherwise provided in writing. Consultant's team will participate in construction progress meetings virtually or at the Project Site to observe, as an experienced and qualified professional, the progress and quality of the executed work of the Contractor and to determine if such work is proceeding in accordance with the Contract Documents. The construction progress meetings are anticipated to be approximately weekly through final completion (anticipate up to eighteen (18) meetings).

The Consultant will coordinate with regulatory and approving agencies and utilities having jurisdiction at the conclusion of construction to close out obtained permits as included herein. Any fees associated with City permits will be paid directly by the City.

### *TASK 250 – CONFORMED TO CONSTRUCTION RECORD DRAWINGS*

At the completion of construction, the Consultant will review and incorporate construction as-built redline drawings as provided by the Contractor into Conformed to Construction Record drawings. Contractor will provide a paper and electronic pdf copy of their construction as-built redline drawings and specifications. Upon completion of the construction, Consultant will finalize transfer of Contractor mark-ups to permanent record digital files. Conformed to Construction Record documents will be prepared based upon the information compiled and furnished by the Contractor. The RPR(s) will review Conformed to Construction Drawings prior to submission to City.

The Consultant will submit one half size bond hard copy of the Conformed to Construction Record drawings, one pdf copy and one copy of the 2D Auto-Cad, version 2018 or later, Conformed to Construction drawings in native file and PDF format on thumb drive to City. Contractor redlined specifications will be provided for record. Thirty (30) drawings are anticipated to be updated.

In addition, one electronic copy of project documents (submittals, O&M manuals, etc.) will also be provided to City's representative upon completion of the construction contract and coordinated with the RPR.

### *TASK 260 – ASSET MANAGEMENT SYSTEM UPDATE*

Consultant will create and update the asset information for this project for the City's updated Enterprise Asset Management System (EAMS). The Consultant will collect detailed asset attribute information for twenty (20) common attribute data and on average up to four (4) asset specific attribute data. Fields not readily available will be noted as not applicable ("n/a"). The level of effort is based on ten (10) new assets using a combination of field investigation and/or submittal or O&M information. Additional attribute information may be added to the spreadsheet as a supplemental service.

City will load the Consultant-provided Excel file into the EAMS environment after review and acceptance.

### *TASK 270 – CONTRACTOR PAYMENT APPLICATION & SCHEDULE REVIEWS*

Consultant will review the Contractor's schedule of values as well as Contractor's initial construction schedule and updated schedules monthly and advise the City whether they are consistent with the construction to date, construction contract documents with emphasis on milestone dates, construction sequencing constraints, and operation of existing plant during construction. Consultant will review and process the Contractor's monthly payment requests. Consultant's review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request. Consultant, with its RPR, will verify the quantities of work completed and materials on hand with proper storage which are the basis of the payment requests.

### *PHASE 300 – RESIDENT SERVICES DURING CONSTRUCTION*

Consultant will furnish a part-time Resident Project Representative (RPR) to observe the Contractor's work and perform the services described herein. The Contractor shall have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, and personnel other than employees of the Consultant and the City. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor

shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Minimal earthwork and concrete are planned to be poured with this project; therefore, materials testing is not included. If quality control is required, it will be provided by the Contractor and reviewed by the Consultant.

Specific services performed by the part-time RPR and others and durations of their services are as follows:

- |  |                            |
|--|----------------------------|
| a. Resident Project Representative       | 8 Weeks (50% time on site) |
| b. E/I&C Resident Project Representative | 4 Weeks (50% time on site) |

*TASK 310 – SITE OBSERVATIONS AND LIAISON WITH CITY AND CONTRACTOR*

The Resident Project Representative (RPR) and/or Electrical, Instrumentation and Control Project Representative will witness key tasks; duties and responsibilities include the following:

- a. Conduct onsite observations of the general progress of the work to assist Consultant in determining if the work is proceeding in accordance with the Construction Contract Documents.
- b. Serve as Consultant's liaison with the Contractor, working principally through the Contractor's superintendent, and assist Consultant in providing interpretation of the construction contract documents. Transmit Consultant 's clarifications and interpretations of the construction contract documents to the Contractor.
- c. Assist Consultant in serving as City's liaison with the Contractor when the Contractor's operations affect City's onsite operation.
- d. Communicating to the Contractor and documenting observed defects or deficiencies in the Contractor's work relating to compliance with the contract drawings, specifications, and design intent.
- e. Advise Consultant and the Contractor / superintendent of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Consultant.
- f. Monitor changes of apparent integrity of the site, such as differing subsurface (although not anticipated as part of this project) and physical conditions, existing structures, and site-related utilities when such utilities are exposed.
- g. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analyze the Contractor's claims for differing subsurface and physical conditions are supplemental services.
- h. Review of Contractor construction schedules.
- i. Review and provide suggestions to the Contractors' construction sequence plans for all construction work undertaken simultaneously.
- j. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the construction contract documents. These inspections are exclusive of special inspection activities; no special inspections are anticipated or included.

- k. Coordinate and attend off-site materials testing services during construction. Copies of testing results will be forwarded to City for review and information.
- l. Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Consultant, as appropriate.
- m. Initiate appropriate communication(s) regarding matters relating to Contractor’s failure to address contractual requirements.
- n. Review Contractor written verification that equipment installation and manufacturer startup services have been provided prior to testing and start-up (manufacturer’s certificates of proper installation and operation). The Contractor is responsible for providing all documentation required for start-up, performance testing, commissioning and field testing as specified in the Contractor Documents and Specifications.
- o. Review Contractor’s red-line contract drawings, submittals, point-to-point wiring interconnect drawings, loop diagrams, equipment field wiring diagrams, panel schematics, and calibration reports prior to start-up, commissioning, and field testing.

*TASK 320 – MEETINGS, REPORTING & CONSTRUCTION DOCUMENTS MANAGEMENT*

The Resident Project Representative (RPR) and/or Electrical, Instrumentation and Control Project Representative will participate in the following:

- a. Prepare a preconstruction conference agenda including a discussion of the Contractor's schedules, configuration services schedule coordination and responsibilities, procedures for transmittal and review of the Contractor's submittals, processing payment applications, quality control and QC verification, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
- b. Attend weekly construction meetings with Contractor’s field personnel, City and Consultant. The Contractor shall be responsible for meeting minutes. The RPR will review draft minutes and provide comments to the Contractor for inclusion in the final minutes.
- c. Provide weekly construction reports summarizing progress of Contractor's progress, changed conditions, project schedule review comments status, general condition of the work, problems, and resolutions or proposed resolutions to problems.
- d. Submit written monthly progress report to the City and the EPA during the entire construction phase.
- e. Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with Consultant concerning their acceptability.
- f. Report to Consultant and City regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise whether the work should be corrected or rejected, or should be uncovered for observation, or requires additional testing, inspection, or approval. The responsibilities of any agent to report deficiencies in accordance with the Jurisdiction Having Authority (JHA) is not to be amended or altered.
- g. Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to Consultant, noting

particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.

- h. Record date of receipt of shop drawings and samples. Receive samples that are furnished at the site by the Contractor and distribute shop drawings and samples to the Consultant and City reviewers. Track review status and deliver submittal review comments to the Contractor.
- i. Review Contractor's training plan and instruction materials for compliance with Construction Contract Documents. The Contractor will coordinate, schedule, and monitor manufacturer training presentations with City personnel to confirm it meets City requirements and is consistent with approved submittals.
- j. During the course of the work, verify that specified certificates, O&M manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to Consultant for review and forwarding to City prior to final acceptance of the work.
- k. Maintain a marked set of drawings and specifications based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor to produce the final Conformed to Construction Records set that will be produced.
- l. Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements. This is exclusive of items verified by others.
- m. Maintain project records in Consultant's electronic database including:
  - 1) Correspondence files / clarifications
  - 2) Reports of jobsite conferences, meetings, and discussions among the Consultant, City, and Contractor
  - 3) Submittals of shop drawings, schedules, and samples (if required)
  - 4) Updates of original construction contract documents / specifications and control system documentation
  - 5) Addenda
  - 6) Change / Field orders
  - 7) Payments
  - 8) Additional drawings issued subsequent to execution of the construction contract documents
  - 9) Test and project data
  - 10) Meeting minutes / progress reports
  - 11) Maintain inspections records at the site for examination by City Inspectors, Contractor, and Consultant including date(s) of inspections, inspection reports and test reports.
  - 12) Compile digital photographic records showing progress of construction (for Consultant's documentation/use; different from the Contractor's photographic requirements)
- n. When on site, maintain a logbook of events at the jobsite. The logbook shall remain the property of Consultant. It will include the following information:
  - 1) Days the Contractor worked on the jobsite

- 2) Contractor and subcontractor personnel on jobsite
- 3) Consultant's and equipment manufacturers personnel on the jobsite
- 4) Construction equipment on the jobsite
- 5) Observed delays and causes
- 6) Weather conditions
- 7) Data relative to claims for extras or deductions
- 8) Contractor and Sub-Contractor daily activities
- 9) Observations pertaining to the progress of the work
- 10) Materials received on jobsite
- 11) Maintenance of SWPPP condition

#### *TASK 330 – FIELD CALIBRATION & LOOP CHECKOUT*

Consultant will verify the Contractor's field calibrations are coordinated with control system programming. Consultant will witness loop checkout testing to verify successful completion by the Contractor. Consultant will assist City with loop checkout associated with the Interconnects. Consultant will coordinate with the City to support any additional programming associated with the City/Phoenix Interconnect; PLC / SCADA programming shall be by the City but can be provided as a supplemental service.

#### *TASK 340 – FIELD PERFORMANCE TESTING ASSISTANCE*

Once Task 430 is complete, the system will be coordinated with the City and Phoenix to start up and test the system to confirm conformance with the specification requirements. Consultant will assist during the testing to perform final inspections and provide troubleshooting assistance to City.

#### *TASK 350 – SUBSTANTIAL & FINAL COMPLETION*

The RPR in conjunction with City will prepare a punch list of work items that need to be completed. At the end of the successful Process Checkout, if all the other contractual and permitting requirements have been met, the Contractor will be given a letter of Conditional Substantial Completion by the Consultant.

Upon completion or correction of the items of work on the work list, the RPR will conduct a final inspection to determine if the work is completed. The Consultant, with input from the RPR, will provide written recommendations to City concerning final payment to the Contractor, including a list of items, if any, to be completed prior to making such payment.

### *PHASE 400 – PROJECT MANAGEMENT SERVICES*

#### *TASK 400 – PROJECT MANAGEMENT*

Consultant will provide overall contract administration for the project services presented herein. Monthly invoices will be prepared and submitted to City's project manager. Additionally, Consultant will be the primary contact with EPA and provide EPA with monthly reports that summarize the work and conformity with grant requirements. As part of this effort, Consultant will oversee all of the Contractor's material purchases and labor. Status reports will be prepared and submitted along with each monthly invoice. The status reports will identify what work has been performed during the billing period and the completion status of major tasks.

## SCHEDULE

See attached Level of Effort in Exhibit.

## BUDGET

See attached Level of Effort in Exhibit B.

## SUPPLEMENTAL SERVICES

### *Owner's Allowance (A-1)*

Any additional work requested by City that is not included in this draft scope of services will be treated as supplemental services. The scope and fee associated with these additional supplemental services shall be agreed upon by City and the Consultant before the work is performed and includes, but is not limited to, the following:

- Requests by Consultant for additional equipment costs from manufacturers/vendors.
- In person attendance by Estimator Specialist for a negotiation meeting.
- Additional meetings and coordination.
- Additional submittal review beyond that described herein
- RFI responses beyond that described herein
- Allowance / change order review beyond that described herein
- Collection of additional asset management information beyond that described herein
- Additional construction inspection if construction duration is extended
- Sub-contractor for 3<sup>rd</sup> party quality control of concrete and earthwork re-compaction
- Special inspections are not anticipated or included in this scope of service
- Additional FAT testing at PLC panel builder's shop

### *Programming Services (A-2)*

Programming services requested by City are not included in this draft scope of services. Consultant may provide programming support to implement the project modifications and perform the services described herein. The scope and fee associated with these additional programming services shall be agreed upon by City and the Consultant before the work is performed and includes, but is not limited to, the following:

#### *A-2.1: City of Glendale Valve Programming*

Consultant will program the City of Glendale's modulating control valve to control potable water to the distribution while maintaining a maximum flow rate per the City's IGA with Phoenix less flow potentially being simultaneously used through the parallel fire flow interconnect pipeline.

Consultant will provide the following programming services:

a. PLC Programming:

Existing PLC-7, Service and Potable Water Pumps PLC as indicated on P&ID I-0-602 will be upgraded to include the following:

1. Configure application software to remove existing M340 controller and replace with new M580 PLC into a 12 Slot Chassis.
    - i. Existing modules and IO will be arranged to maintain continuity between existing configuration and new configuration.
    - ii. Schedule new IO modules.
    - iii. Schedule new IO.
  2. Configure new logic as indicated in Section 40 6883 Paragraph 3.1, Paragraph 3.3 and Paragraph 3.4. for the following major equipment:
    - i. 1 Motor operated valve – COG Plant
    - ii. 1 Solenoid operated flow control valve – Interconnect
    - iii. 2 Flow transmitters
  3. Import existing logic and merge with new logic.
    - i. It is understood that existing logic is fully operational and the importation to the new controller will have no effect on operation.
    - ii. Consultant shall not be responsible for testing or verifying existing equipment operation prior to or upon commissioning and shall be sole responsibility of the Owner.
  4. PLC program will be developed using Schneider Electric EcoStruxure v12 PLC software for Modicon PLCs. PLC control strategies will be completed in accordance with COG PLC Programming Standards and Water Distribution Remote Facilities.
  5. Configuration will be done in accordance with COG standards and typical and/or approved templates. Configuration will include point mapping, data synchronization logic and communication watchdog logic. City of Glendale will be responsible for witnessing the I/O at SCADA operations.
- b. SCADA Programming:  
 SCADA screens to include new equipment. Modifications to include the following:
1. Modify existing IFix v6 SCADA application as indicated in Section 40 6883 Paragraph 3.2.
  2. New equipment and process information will be added to existing screens.
- c. Meetings and Submittals:
1. Consultant’s programming professional will attend up to four (4) onsite or virtual construction progress meetings to review progress status, programming modifications prior to implementation, and implementation coordination.
  2. Submittals will be issued for review by Owner to include:
    - i. PLC program configuration.
    - ii. IFix SCADA modifications.

### *A-2.2: City of Phoenix Valve Programming*

Consultant will program the City of Phoenix’s non-modulating isolation valve to give the City of Phoenix the ability to isolate flow to the City of Glendale if Phoenix system pressure drops below an acceptable level to support Phoenix system demands.

Consultant will provide the following programming services:

- a. PLC Programming:
  1. PLC programming for the following major elements:
    - i. LCP-PLC-5EA-C10 (New M580)
    - ii. 1 Motor operated valve

- iii. 2 Flow transmitters
  - 2. Consultant will develop PLC program using Schneider Electric EcoStruxure v15 PLC software for Modicon and M580 PLC's. PLC control strategies will be completed in accordance with COP PLC Programming Standards, Water Distribution Remote Facilities and Section 17051. Control functionality will be implemented using existing City of Phoenix templates for PRV station control. City of Phoenix will be responsible for witnessing the I/O at SCADA operations.
- b. SCADA Programming: City of Phoenix will modify existing SCADA screens; not included in Consultant's scope of service.
- c. Meetings and Submittals:
  - 1. It is assumed meetings Consultant's programming professional's attends in Task 601 will also include review progress status of City of Phoenix programming.
  - 2. Provide a PLC programming submittal per Section 17260 and 17262. Submittal will be provided four (4) weeks after receipt of approved Control Panel submittal.
  - 3. Provide PLC programming per Section 17260 and 17262. Final submittal will include soft copy of all PLC programs with complete annotated documentation and READ/WRITE access to the PLC program following completion of commissioning.
- d. Factory Acceptance Testing:
  - 1. Participate in FAT (Factory Acceptance Testing) at the PLC panel builder's shop. Testing will consist of loading configuration and program files in the PLC's and performing basic I/O testing. This task is limited to one (1) day. Any additional time required as a result of material or assembly issues may be supported as a supplement service.

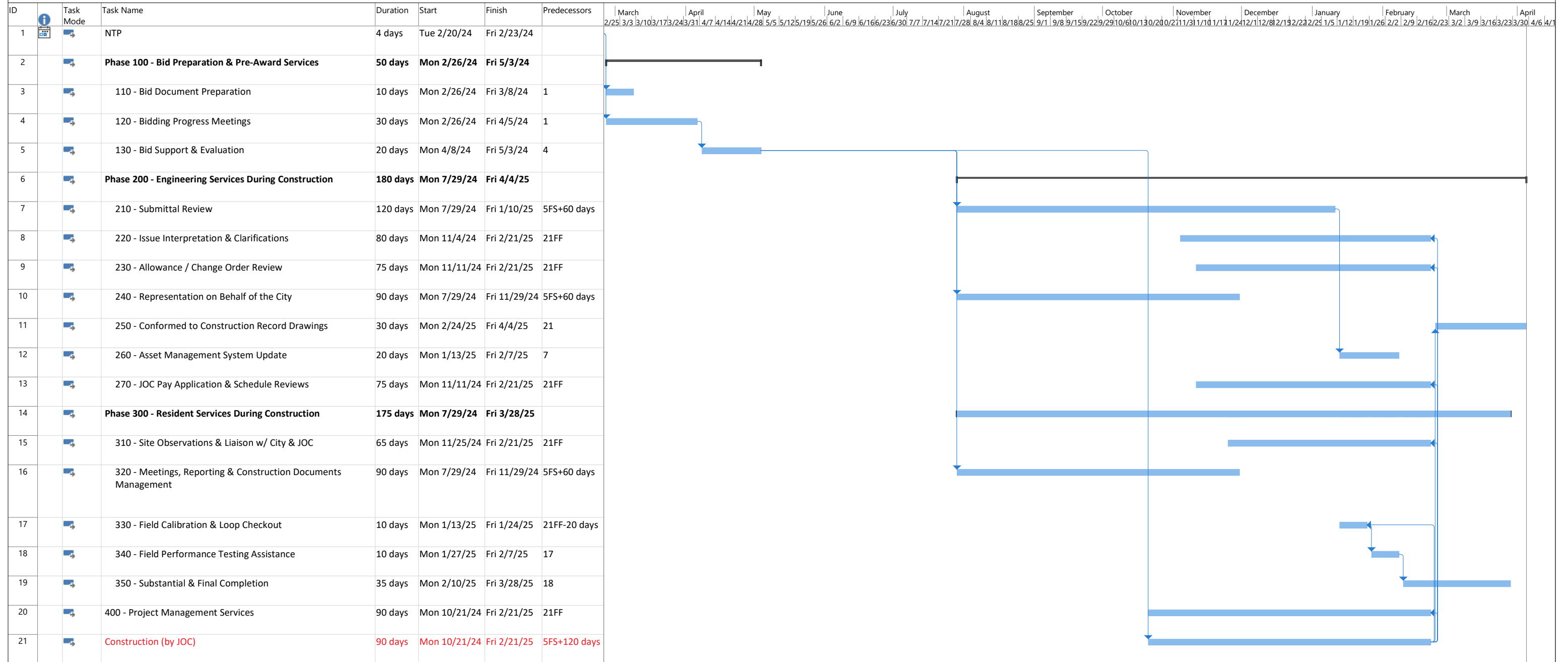
### *A-2.3: Field Implementation of Programming*

Consultant will work with the Contractor and the Cities of Glendale and Phoenix to implement and test the programs for each City's valve.

Consultant will provide the following field programming services:

- a. City of Glendale PLC-7, Service Water PLC & City of Phoenix LCP-PLC-5EA-C10 PLC:
  - 1) Perform system download of new configuration and verify system connectivity to SCADA.
  - 2) Perform loop checks in a coordinated effort with the Contractor and Consultant.
  - 3) Perform Integrated System Field Test (ISFT) in a coordinated effort with the Contractor and Consultant and SCADA.

SCHEDULE  
 Glendale - Phoenix Water Supply Inter-connect Construction Administration Services  
 City PN 212238.1



Project: Baseline Schedule Date: 2024-01-26	Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
	Split	Project Summary	Inactive Summary	Manual Summary Rollup	Finish-only	Deadline	Manual Progress
	Milestone	Inactive Task	Manual Task	Manual Summary	External Tasks	Progress	Manual Progress

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

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is hourly, based on hourly rates and reimbursement for expenses.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for Services as defined herein during the entire term of the Project must not exceed \$286,286.

**DETAILED PROJECT COMPENSATION**

Detailed project compensation is included in the attached exhibit.



# BLACK & VEATCH

## Exhibit B Compensation Summary

City of Glendale

Glendale - Phoenix Water Supply Interconnects - Bid & Construction Phase Services

City PN 212238.1

Phase	Description	Total Fee
100	Bid Preparation & Pre-Award Services	\$18,288
200	Engineering Services During Construction	\$68,996
300	Resident Services During Construction	\$60,944
400	Project Management	\$20,744
500	Programming Support	\$0
	REIMBURSIBLE EXPENSES (permitting, misc. expenses, etc.)	\$6,814
	SUBCONSULTANTS	\$10,500
	<b>BLACK &amp; VEATCH SUBTOTAL w/ SUBS; w/o ALLOWANCES</b>	<b>\$186,286</b>
	<b>Supplemental Services Allowance</b>	
	Owner's Allowance (A-1)	\$50,000
	Programming Support (A-2)	\$50,000
	<b>BLACK &amp; VEATCH TOTAL w/ ALLOWANCES</b>	<b>\$286,286</b>

**Notes:**

- Expenses include delivery such as Courier, Fed Exp and UPS, travel costs, including meals, lodging, and travel mileage at IRS approved rates, for any required subconsultants or reproduction (printing, reproduction of deliverable).
- The level of effort estimate is based on data currently provided by the City. Unforeseen conditions which require additional Engineer and subconsultant services will be considered as supplemental services that will be performed as part of the allowances identified requiring scope and level of effort negotiations and approval by the City.