

PROFESSIONAL SERVICES AGREEMENT
ARROWHEAD SEWER LINE PHASE 1.1
City of Glendale Project #202104.1

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Dibble & Associates Consulting Engineers, Inc., an Arizona 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 \$235,934.00 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:

Dibble & Associates Consulting Engineers, Inc.
Marc Nelson
3020 East Camelback Road, Suite 201
Phoenix, Arizona 85016

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

City of Glendale
c/o David Beard
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 two (2) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two (2) years, 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
Professional Services Agreement

SCOPE OF WORK

The City of Glendale (City) is rehabilitating an existing sanitary sewer system located in north Glendale along Union Hills Drive, from 67th Avenue to the Arrowhead Ranch Water Reclamation Facility (ARWRF). A section of large diameter sewer pipe (30 to 42-inch) was installed in the 1980's, with sections constructed of PVC lined reinforced concrete pipe (T-Lock). The overall length of the sewer pipe to be rehabilitated is approximately 10,000 linear feet with approximately fourteen (14) associated sewer access manholes.

The existing sewer pipe is oversized for the current and foreseeable future capacity needs of the City and is experiencing operational issues due to debris settlement that is creating objectionable odor complaints from adjacent area residents and businesses. During construction, slip liner installation issues resulted in significant portions of the new liner being "floated" after annular space grouting. Immediately following the discovery of the issue, Dibble & Associates Consulting Engineers, Inc. (Dibble) created a new task to track hours spent addressing the unforeseen circumstances

Dibble performed a detailed assessment of the "floated" pipe conditions utilizing remotely operated CCTV equipment to identify code defects present within the interior of the pipe according to NASSCO standards. The Dibble team also conducted a hydraulic evaluation of the pipe system to verify the appropriate sewer pipe size for the City's projected flows.

Phase 1 of the project completed in 2022 utilized slip lining and CIPP lining from manhole 0133991 to approximately 126 feet downstream of manhole 0133937. Due to installation issues encountered during construction the slip lining efforts were suspended and the remaining pipe segments from 126 feet downstream of manhole 0133937 to MH 0520189 into Arrowhead Ranch Water Reclamation Facility were not completed.

The Phase 1.1 project scope and fee is for updating the design drawings and specifications to reflect work that was previously completed as part of Phase I and to revise the drawings and technical specifications to reflect the Phase 1.1 rehabilitation method to install cured in place pipe (CIPP) to complete the existing sewer pipe lining from MH 0133937 to MH 0520189 and into Arrowhead Ranch Water Reclamation Facility.

Sewer bypass pumping concepts proposed by the contractor will also be reviewed as part of this scope. The Phase 1.1 pipe segments to receive CIPP lining totals approximately 1,184 linear feet pipe.

The City of Glendale is also requesting additional design services for rehabilitating or realigning an existing 6-inch sanitary sewer waste activated sludge (WAS) line located at the 67th Ave bridge crossing over the Skunk Creek Wash. The overall length of the WAS sewer pipe to be rehabilitated or realigned over the Skunk Creek Wash is approximately 500 linear feet.

EXHIBIT A
Scope of Work
City of Glendale
ARROWHEAD SEWER LINE PHASE 1.1
Design Phase Services
Project No. 202104.1

SCOPE OF WORK

The City of Glendale is rehabilitating an existing sanitary sewer system located in north Glendale along Union Hills Drive, from 67th Avenue to the Arrowhead Ranch Water Reclamation Facility (ARWRF). A section of large diameter sewer pipe (30 to 42-inch) was installed in the 1980's, with sections constructed of PVC lined reinforced concrete pipe (T-Lock). The overall length of the sewer pipe to be rehabilitated is approximately 10,000 linear feet with approximately fourteen (14) associated sewer access manholes. The existing sewer pipe is oversized for the current and foreseeable future capacity needs of the City and is experiencing operational issues due to debris settlement that may be creating objectionable odor. Dibble performed a detailed assessment of pipe conditions utilizing remotely operated CCTV equipment to identify and code defects present within the interior of the pipe according to NASSCO standards. The Dibble team also conducted a hydraulic evaluation of the pipe system to verify the appropriate sewer pipe size for the City's projected flows.

Phase 1 of the project, completed in 2022, utilized slip lining and CIPP lining from manhole 0133991 to approximately 126 feet downstream of manhole 0133937. The following were completed:

- 24" PVC pipe installed between MH 0133991 and MH 0133941
- 24" PVC slip liner installed between MH0133941 and MH 0133940
- 42" cured in place (CIPP) liner installed from MH 0133940 to approximately 126' downstream of MH 0133937
- No pipe improvements were completed from MH 0133937 downstream into the Arrowhead Ranch Water Reclamation Facility (ARWRF)
- Abandonment of Manhole 0133939
- Manhole rehabilitation
 - MH 0133991
 - MH 0133941
 - MH 0133938
 - MH 0133940

The Phase 1.1 project scope and fee is for updating the design drawings and specifications to reflect work that was previously completed as part of Phase 1 and revise the drawings and technical specifications to reflect the Phase 1.1 rehabilitation method for the existing sewer from MH 0133937 to MH 0520189 to installation of cured in place pipe (CIPP). Sewer bypass pumping proposed by the contractor will be reviewed as part of this scope. The Phase 1.1 pipe segments and manholes are identified in the following Table 1.

TABLE 1: PHASE 1.1 PROJECT SEGMENT LIST						
Pipe ID	Upstream Manhole	Downstream Manhole	Existing Pipe Material	Existing Pipe Diameter (in)	Proposed CIPP Diameter (in)	Length (ft)
2362	0133937	0133936	T-lock	42	42	737
2364	0133936	0133934	T-lock	42	42	357
2377	0133934	0346368	T-lock	42	42	21
2358	0346368	0520189	T-lock	42	42	69
CIPP Lining Total						1,184

The City of Glendale is also requesting design services for rehabilitating or realigning an existing 6-inch sanitary sewer waste activated sludge (WAS) line located at the 67th Avenue bridge crossing of Skunk Creek. The overall length of the sewer pipe to be rehabilitated or realigned is approximately 500 linear feet.

TASK SERIES 100 – GENERAL PROJECT ADMINISTRATION

Task 110 Coordination and Project Management

Dibble will perform coordination with the City’s Project Team during the design of the project. Coordination will include:

- Coordinating with private, public and City utilities (Water Services Department) and the Arizona Department of Transportation (ADOT)) regarding incorporating pertinent information into the Design Drawings.
- Coordination with consultants and contractors contracted by the City will be through the City Project Manager

Task 120 Meetings

Dibble will attend two (2) project meetings to discuss the project and schedule; facilitating periodic meetings; preparing agendas and preparing and distributing meeting minutes. Four (4) meetings with City staff and management are also included to present project design updates at the following milestones:

- Project Kick-off Meeting
- Review of 60% Design
- Review of 100% Design Drawings via online Bluebeam review
- Review of Bid Document Submittal (optional)

Task 130 Monthly Progress Report

Dibble will submit a written monthly progress report to the City. Dibble will also submit a monthly project schedule update and status report. This information will be submitted to City Engineering Administration with monthly invoices.

Task 140 Project Schedule

Dibble will prepare a milestone schedule within fourteen (14) days of the Notice to Proceed (NTP). The initial schedule will show the original start date with initial completion date as a reference. One (1) copy of the original overall schedule with original timeline and data dates will be submitted at the project kick-off meeting.

Task 150 Monthly Invoicing

Dibble shall submit a project cash flow schedule at the kickoff meeting. The cash flow schedule will be consistent with the project tasks, the project schedule, and the fee proposal. The City Project Manager will provide the format and submittal link for invoices. Projected invoices, with progress and status reports will be delivered electronically (paperless) to the City using the provided invoicing link. The invoices will be consistent with the project tasks, project schedule, fee proposal, and the project cash flow schedule. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined from the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period, the project balance, and the percent complete per tasks.

Task 160 Cash Flow

The cash flow schedule will provide information to the City regarding anticipated future design funds needed to complete the project. Dibble will submit the project life cycle cash flow spreadsheet on a monthly basis.

Dibble will collect or estimate the cash flow information from all the parties involved in the project (e.g., design engineers, sub-consultants, etc.) and will combine this information into the cash flow schedule template provided by the City. Dibble will complete the cash flow schedule and submit it to the City monthly as an attachment to the monthly invoice.

TASK SERIES 200 – DESIGN PHASE SERVICES

Task 240 Base Mapping (Phase 1.1)

Dibble will incorporate Phase 1 as-built drawing information into the existing base maps with the information provided by the City. The accuracy of the information shall not be warranted or implied. Base mapping will be in AutoDesk Civil 3D (AutoCAD 2023) format in conformance with Dibble's CAD standards. Approximate locations of existing utilities as obtained from mapping provided by individual utility companies will be incorporated.

Task 241 Survey Waste Activated Sludge (WAS Line)

Dibble will perform a topographic survey of the project site. Survey will include surface features and improvements, utilities at surface level along with accessible pertinent invert elevations, pipe sizes, and contours.

Survey will be tied to NAD83 state plane coordinates (with a ground scale factor), and City of Glendale (NAVD88) vertical datum and benchmarks.

Dibble will prepare a Survey Base Map and provide a Survey Control sheet on 22"x34" PDF signed by a Arizona Registered Land Surveyor.

Task 245 Base Mapping Waste Activated Sludge (WAS Line)

Dibble will update existing base maps with the information provided by the City and the topographic survey. The accuracy of the information shall not be warranted or implied. Base mapping will be in AutoDesk Civil 3D (AutoCAD 2023) format in conformance with Dibble's CAD standards. Approximate locations of existing utilities as obtained from mapping provided by individual utility companies will be incorporated.

Task 250 Bypass Plan Review

Dibble will review and provide comments on bypass plans provided by the City as prepared by the City's contractor and their sub-consultant.

TASK SERIES 300 – CONSTRUCTION DOCUMENTS

Task 310 Technical Specifications (Phase 1.1)

Dibble will revise the Technical Specifications developed under Phase 1 as directed by the City that include items not specifically addressed in MAG or City of Glendale standard specifications. Revisions to the Technical Specifications will reflect the Phase 1.1 construction scope of work.

These Technical Specifications and pertinent City Specifications will be included under deliverables for each submittal.

Task 315 Technical Specifications (WAS Line)

Dibble will prepare Technical Specifications as directed by the City that include items not specifically addressed in MAG or City of Glendale standard specifications pertinent to the rehabilitation or realignment of the 6-inch WAS line.

These Technical Specifications and pertinent City Specifications will be included under deliverables for each submittal.

Task 320 Design Drawings (Phase 1.1)

Dibble will revise the design drawings and details developed under Phase 1 for the proposed sewer cured-in-place-pipe lining and adjoining manhole rehabilitation as identified above. The Contractor shall be responsible for means and methods of construction. Design drawings will be based on previous survey, aerial photographs, City ¼ sections maps, and available as-built records provided by the City. Plan and profile drawings will be prepared at 1"=20' horizontal scale and 1"=2' vertical scale.

Design drawing preparation will be in accordance with the following standards and guidelines:

- Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, Revisions through latest edition

- Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, Revisions through latest edition
- City of Glendale Engineering Design and Construction Standards, latest edition

Task 325 Design Drawings Waste Activated Sludge (WAS Line)

Dibble will prepare design drawings and details for the proposed WAS line rehabilitation or realignment. The Contractor shall be responsible for means and methods of construction. Design drawings will be based on topographic survey, base mapping, aerial photographs, City ¼ sections maps, and available as-built records provided by the City. Plan and profile drawings will be prepared at 1"=20' horizontal scale and 1"=2' vertical scale.

Design drawing preparation will be in accordance with the following standards and guidelines:

- Maricopa Association of Governments, Uniform Standard Specifications for Public Works Construction, Revisions through latest edition
- Maricopa Association of Governments, Uniform Standard Details for Public Works Construction, Revisions through latest edition
- City of Glendale Engineering Design and Construction Standards, latest edition

Task 326 Structural Design Waste Activated Sludge (WAS Line)

Dibble will review the as-built drawings and details for the bridge over skunk creek to develop design concepts and details for attaching the realigned WAS line to the bridge. The Contractor shall be responsible for means and methods of construction.

Task 330 Review CMAR Cost Models (Phase 1.1)

Dibble will review cost models prepared by the CMAR Contractor at the 60% Progress Submittal and at the Design Complete 100% Submittal and will provide comments to the City.

Task 335 Opinion of Probable Construction Costs Waste Activated Sludge (WAS Line)

Dibble will prepare an independent opinion of probable construction cost at the 60% Progress Submittal and at the Design Complete 100% Submittal. City directed contingency will be included in the opinion of probable construction cost to account for unknown conditions at the time of construction.

DELIVERABLES (Phase 1.1): Dibble will assemble and distribute the following deliverables:

60% Progress Submittal: Submittal will include complete sewer pipe plan view drawings for CIPP lining, details and profile views, delivered electronically via flash drive or web sharing site.

- Electronic copy of 60% Design Drawings (PDF) --- Development Services
- Electronic copy of the 60% Technical Specifications (PDF)

100% Submittal: Submittal will include complete sewer pipe plan view drawings, details and profile views, incorporating 60% review and permit comments as necessary, delivered electronically via flash drive or web sharing site.

- Electronic copy of 100% Design Drawings (PDF) --- City Project Manager
- Electronic copy of the 100% Technical Specifications (PDF)

DELIVERABLES Waste Activated Sludge (WAS Line): Dibble will assemble and distribute the following deliverables:

60% Progress Submittal: Submittal will include complete sewer pipe plan view drawings for CIPP lining, details and profile views, delivered electronically via flash drive or web sharing site.

- Electronic copy of 60% Design Drawings (PDF) --- Development Services
- Electronic copy of the 60% Technical Specifications (PDF)
- Electronic copy 100% Engineer's Opinion of Probable Construction Cost

100% Submittal: Submittal will include complete sewer pipe plan view drawings, details and profile views, incorporating 60% review and permit comments as necessary, delivered electronically via flash drive or web sharing site.

- Electronic copy of 100% Design Drawings (PDF) --- City Project Manager
- Electronic copy of the 100% Technical Specifications (PDF)
- Electronic copy 100% Engineer's Opinion of Probable Construction Cost

TASK SERIES 400 – PERMITTING

Dibble will assist the City in obtaining ADOT and City of Glendale permits and approvals required for the Project. As the Project progresses, Dibble will furnish to the City copies of all communications between Dibble and the respective agency or department and all approvals and permits for the Project. All permitting applications will be submitted concurrently with the 100% submittal package. The anticipated permits are listed below:

Task 410 Permitting – City of Glendale Development & Engineering Services (Phase 1.1)

Dibble will prepare application and electronic submittal packages to the Development & Engineering Services (if directed) for no-fee review. Dibble will address the City's comments and incorporate as instructed by the City's Project Manager. City shall coordinate any City permitting process as necessary. Dibble will complete the electronic submittal permitting process on behalf of the City. All filing and/or review and approval fees shall be paid by the City if required.

Task 415 Permitting – City of Glendale Development & Engineering Services (WAS Line)

Dibble will prepare application and electronic submittal packages to the Development & Engineering Services (if directed) for no-fee review. Dibble will address the City's comments and incorporate as instructed by the City's Project Manager. City shall coordinate any City permitting process as necessary. Dibble will complete the electronic submittal permitting process on behalf of the City. All filing and/or review and approval fees shall be paid by the City if required.

Task 420 Maricopa County Environmental Services Department (MCESD) Permit Coordination (Phase 1.1)

Dibble will coordinate with MCESD and the City to determine the appropriate steps for continuing the project under the existing Approval to Construct (ATC) permit.

Task 425 Maricopa County Environmental Services Department (MCESD) Permit Waste Activated Sludge (WAS Line)

Dibble will prepare application and submittal packages to MCESD for Application for Approval to Construct (ATC) and Approval of Construction (AOC) including Capacity Maintenance Memorandum. Permit fees for expedited review will be paid by Dibble and reimbursed by the City as a Direct Expense.

Task 430 Arizona Department of Transportation (ADOT) Permit Coordination

Dibble will prepare one (1) submittal package to ADOT to help facilitate the contractor obtaining an Encroachment Permit. Dibble will attend two (2) meetings with City, Contractor and ADOT personnel to discuss the project and obtain any preliminary comments and requirements. The contractor shall be responsible to apply, coordinate and pay all fees to obtain the ADOT Encroachment Permit.

TASK SERIES 500 – CMAR COORDINATION:

Task 510 CMAR Coordination

Dibble’s effort to coordinate with the CMAR will consist of:

- Solicit CMAR input during design development
- Review CMAR prepared construction schedule
- Review CMAR prepared construction cost estimates
- Evaluate alternative systems proposed by CMAR
- Comment on constructability review comments. Constructability will be the responsibility of the Contractor

Task 520 CMAR Coordination Meetings

Dibble will attend three (3) CMAR coordination meetings to answer design intent questions and provide clarifications if needed.

ALLOWANCE ITEMS

Task 950.01 Owner’s Contingency Allowance

An allowance is included for items not identified in the original scope but associated with the project. This allowance may cover items such as additional survey, additional meetings, additional utility coordination, CMAR evaluations and design not covered in other Task Series, or other items as directed by the City. The use of this allowance will only be allowed upon prior written approval by the City.

Task 950.02 Construction Administration and Inspection Allowance

An allowance is included for Construction Administration and Inspection after design. This allowance includes:

- Preconstruction assistance
- Construction meetings

- Construction schedule review
- Submittal log and review
- Requests for information (RFIs)
- Full time inspection
- Contractor Pay application review
- Project closeout.
- Record drawings

The construction duration is assumed to be 2 months.

The use of this allowance will only be allowed upon prior written approval by the City.

DIRECT EXPENSES

Task 940.01 Direct Cost

Reimbursements shall be made by the City for direct costs incurred for printing and document reproduction along with associated transportation costs.

EXCLUSIONS

Scope and fee excludes the following:

- Community outreach
- Environmental and/or archeological clearances and/or evaluations.
- Geotechnical investigation and report.
- Force main pipe condition assessment
- Phase 2 Design and Construction Services
- Arizona Department of Water Resources permitting
- Army Corps of Engineers permitting
- Maricopa County Flood Control District permitting

EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and materials not to exceed.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for Services as defined herein during the entire term of the Project must not exceed \$235,934.00.

DETAILED PROJECT COMPENSATION

Task 100 General Project Administration	\$ 25,890.00
Task 200 Design Phase Services	\$ 22,084.00
Task 300 Construction Documents	\$ 66,708.00
Task 400 Permitting	\$ 20,660.00
Task 500 CMAR Coordination	\$ 8,592.00
Design Phase Total	\$143,934.00
Allowances	\$ 90,000.00
Direct Expenses	\$ 2,000.00
TOTAL COMPENSATION	\$235,934.00.