

PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
GENERAL ENGINEERING SERVICES
GLENDALE MUNICIPAL LANDFILL

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Tetra Tech BAS, Inc., a California 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 certain work for the benefit of the public and with public funds that is more fully set forth in **Exhibit A** (the "Scope of Work");
- B. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the SOW; 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 the SOW is completed timely and efficiently consistent within SOW 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 SOW 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 SOW by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to 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 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 SOW Team at the City's request if an employee's performance does not equal or exceed the level of competence that

the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the SOW.

- d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the SOW is completed timely and efficiently in accordance with the SOW.

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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the SOW ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the SOW Budget, Consultant will meet to review the SOW, Schedule, SOW Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the SOW.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings,

specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

- (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
- (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the SOW.

- 4.1 Compensation. Consultant's compensation for the SOW will not exceed \$2,500,000 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of SOW. The Compensation may be equitably adjusted if the work originally contained in the SOW is significantly modified.
- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the SOW may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a “Payment Application”) to City’s Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month; except for the final fiscal year month (June) as described in c. below.
- c. The period covered by the final monthly Payment Application of each fiscal year will be the first three calendar weeks, ending on the third Friday of June, and the Payment Application will be issued to the City no later than the first Friday of July. Labor and subcontractor invoicing for services, materials, and other direct costs received after the third Friday of June will be included on the Payment Application for the first month (July) of the following fiscal year.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the SOW 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 SOW closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

- 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 SOW as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
 - b. For any claims related to this SOW, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the SOW.
- 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 SOW 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 his or her address for Notice delivery is:

Tetra Tech BAS, Inc.
c/o Jeffrey M. Williams
21700 Copley Drive, Suite 200
Diamond Bar, CA 91765

- 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 Ernie Ruiz
6210 W. Myrtle Avenue , Suite 111
Glendale, Arizona 85301

With required copy to:

City Manager City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301
--	---

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the SOW.

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. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 15.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the 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 three 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 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 prior to the City exercising its extension and may 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 renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
- 17. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 18. Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.mesaaz.gov/business/purchasing/save>
- 19. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------|
| Exhibit A | SOW |
| Exhibit B | Compensation |

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Pheips
Its: City Manager

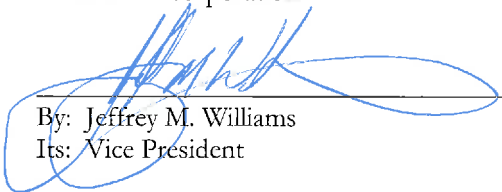
ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Tetra Tech BAS, Inc,
a California corporation



By: Jeffrey M. Williams
Its: Vice President

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

Tetra Tech BAS, Inc., shall provide general engineering services including design and construction administration services, engineering support, and environmental compliance support. Activities under this contract are specific to the City of Glendale Municipal Landfill sites (active and closed) and will be identified in separate task orders of varying size and complexity.

EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is provided in Section 4 of the Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the SOW during the entire term of the SOW must not exceed \$2,500,000.

DETAILED COP COMPENSATION

Tetra Tech BAS, Inc. will provide general engineering services as described in Exhibit B at the rates on the attached Schedule of Charges.



REQUEST FOR QUALIFICATIONS

CITY OF GLENDALE MUNICIPAL LANDFILL

GENERAL ENGINEERING SERVICES

PROJECT NUMBER
242501 (Bid No. 42500003)

City of Glendale
Engineering Department
July 2024

TABLE OF CONTENTS

Page #

REQUEST FOR QUALIFICATIONS (RFQ)

INTRODUCTION	3
SECTION I - PROJECT DESCRIPTION.....	3
SECTION II - SCOPE OF WORK.....	3
SECTION III - REQUEST FOR QUALIFICATIONS SELECTION CRITERIA.....	7
SECTION IV - PRE-SUBMITTAL CONFERENCE.....	7
SECTION V - SUBMITTAL REQUIREMENTS.....	9
SECTION VI - SELECTION PROCESS AND SCHEDULE.....	11
SECTION VII - GENERAL INFORMATION.....	11
SECTION VIII - PROTEST OF SOLICITATIONS AND CONTRACT AWARDS.....	12

REQUEST FOR QUALIFICATIONS
City of Glendale Municipal Landfill
General Engineering Services
Project No. 242501 (Bid No. 42500003)

INTRODUCTION

The City of Glendale is seeking a qualified Engineering Consulting firm (Consultant) to provide general engineering services, including design and construction administration services, engineering support, and environmental compliance support. Activities under this contract are specific to the City of Glendale Municipal Landfill and will be identified in separate task orders of varying size and complexity. The contract shall be for an initial period of three (3) years, with the option for the city to extend the term an additional two (2) years, renewable on an annual basis.

All qualified firms interested in providing the required services are invited to submit their qualifications to this Request for Qualifications (RFQ). All qualifications must comply with the requirements specified in this RFQ.

SECTION I – PROJECT DESCRIPTION:

The City of Glendale Municipal Landfill (GML), located at 11480 West Glendale Avenue, is owned, and operated by the City of Glendale. The permitted footprint consists of two areas: the south area (approximately 140 acres) and the north expansion area (approximately 120 acres). The Arizona Department of Environmental Quality (ADEQ) approved the entire footprint as a landfill under the 1986 Environmental Quality Act. Based on an annual landfill financial assurance report, the GML has approximately another 40 years disposal capacity. Landfill operations are nearly complete in the south area, with operations already started in the north area.

The following is a list of general landfill engineering task categories typically needed by the City Landfill. This list is not comprehensive, and the city reserves the right to modify or add related engineering services as necessary.

1. Planning and evaluating related master plan development, cost analysis, waste modeling and statistical evaluations, landfill operations, closure / post-closure and financial assurance, facility management, equipment optimization and utilization techniques, and environmental regulatory compliance.
2. Standard calculations for landfill operation and optimization such as waste quantity estimates (e.g., tonnage, volume, air space), soil to waste ratios, waste densities, and environmental/air quality emissions.
3. Routine activities including geotechnical and hydrological studies, construction cost projections and management oversight on design projects such as waste cell sequencing, leachate collection and pumping, stormwater management and landfill gas.
4. Document preparation including permit applications and modifications; design reports and feasibility studies; cost estimates; construction plans, specifications and bid documents, and facility and environmental plans.
5. Meetings and presentations, including attendance and/or representation of the City at various public and governmental agency meetings.
6. Regulatory agency interaction and liaison requiring robust knowledge of federal, state, and local agency policies, guidelines, and regulations.

SECTION II - SCOPE OF WORK

The selected Consultant will work closely with the Glendale Municipal Landfill and others, as needed, during all phases of the project. The City will utilize the services of the Consultant for programming, design, probable costs, and construction administration. The Consultant may also attend and represent the City at various public and governmental agency meetings.

The following information is a general description of the scope of work that the Consultant will be required to perform. The services listed in this scope of work may include, **but are not limited to**, the following:

A. General Project Administration:

1. Conduct project meetings to discuss the progress, direction, and technical aspects of the project. Project documentation will consist of preparing and distributing meeting agendas and minutes, and monthly reports. Meeting minutes will summarize key discussions, comments, decisions, and any action items required. The monthly project reports will summarize the monthly work progress, project issues, and project schedule status.
2. The Consultant will assist in the overall coordination of the project with City staff, including the Landfill and Field Operations, Engineering, Building Maintenance, Building Safety, and other departments as necessary to facilitate the project.
3. Coordinating with private, public and City utilities (i.e., Information Technology Department, Water Services Department) regarding standard technology and utility issues and incorporating pertinent information in the plans.
4. Submitting and retrieving all required design documents to the various required reviewing agencies.
5. Preparing and maintaining a project schedule after meeting with the designated City project team to determine appropriate submittal deadlines and to coordinate project submissions.
6. Assisting the City in obtaining all federal, state, county, local and utility permits, and approvals required for the Project. As the Project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agencies or departments, and all approvals and permits for the Project.
7. Provide a detailed construction phasing plan and associated cost estimates for the landfill projects.
8. Submit a written monthly progress report to the Landfill Project Team during the entire period of the project, through all phases, including all studies, evaluations, and design and construction. Also, the Consultant will be required to submit a monthly project schedule update and quarterly project cash flow schedule. This information will be submitted to the City for the entire period of the project, through all phases.
 - a. Project Schedule: The Consultant shall prepare a significant event calendar. The initial schedule should show the original start date with initial completion date as references. A copy of the original overall schedule shall be submitted at the project kick-off meeting. The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The construction schedule will be the responsibility of the Contractor after the Contractor is issued the construction notice to proceed by the City.
 - b. Invoices and Progress Reports: The City will approve the format for invoices and progress reports. Invoices will be submitted using the City's online SmartSheet application no later than the 25th day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and cash flow schedule. The invoice will identify the contract number and include the amount for each work task and man-hour level of effort identified in the approved fee proposal. The total invoice submitted shall be less than or equal to the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period and the task remaining balance. The monthly progress report will be submitted to the City's Project Manager the same time the monthly invoice is submitted. Non-response to this requirement could delay payments to the Consultant.
 - c. Cash Flow Schedule: The cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet monthly. Non-response to this requirement could delay payments to the Consultant. The Consultant will be responsible for the cash flow schedule through all phases of the project, including design and construction administration phases.

The Consultant will collect or estimate the cash flow information from all the parties involved in the project (e.g., design consultants, engineers, construction contractors) and will combine this information using the Excel four (4) page workbook provided to the Consultant by the city. The Consultant will need to obtain the cash flow information from the Contractor and coordinate this information into the overall cash flow information. The Consultant will complete the applicable four (4)-page worksheet and send it electronically to the Project Manager.

B. Planning, study, GIS/mapping/survey services:

1. Prepare Design Concept Reports or Project Studies.
2. Perform field work as necessary to support reports, studies, designs or regulated environmental compliance programs.
3. Advise the City regarding use of construction materials.

C. Design Services:

1. The Consultant may be required to prepare a preliminary design report, which incorporates the findings, conclusions, and recommendations from studies and evaluations. This report will include planning recommendations, preliminary design criteria, preliminary construction costs, and code requirements.
2. The Consultant will prepare drawings and specifications. The Consultant will submit the drawings and specifications for review and comment at the 30, 60, 90 and 100 percent complete phases. The contract drawings will include all drawings as needed to provide a complete project design. The drawings will be prepared on 24 by 36-inch sheets using computer generated drafting AutoCAD (CAD) techniques. The contract documents will include the following:
 - a. City of Glendale's "boiler plate" front-end specifications
 - b. Consultant standard technical specifications
 - c. Contract drawings in standard City format
3. Agency design reviews will include submittal of 90 percent drawings to Glendale Landfill, City of Glendale Development Services and Building Safety Departments, Maricopa County Environmental Services Department (if required), and other interested agencies requiring approval and/or permits for construction.
4. Final 100% drawings and specifications will be prepared based upon review comments received from the 90% drawings. The Consultant will coordinate obtaining all permits required for construction, including assistance in preparing permit applications and providing additional information in support of the project. One reproducible set of the approved, bid ready, final drawings and specifications will be delivered to the City. The Consultant shall also provide the final drawings and specifications in electronic format approved by the City.
5. The Consultant shall prepare construction cost estimates at 30, 60, and 90 percent drawings. The estimates will include estimates of quantities and prices appropriate for the various phases and completeness of the work covered by the drawings and specifications.
6. Prepare facility information to incorporate into the City's Asset Management program including drawings, asset lists, asset attributes, PM requirements, warranty information, assign asset numbering for entire facility per current City asset management standards. The asset management spreadsheet is due at the 90% drawings (minus the equipment serial numbers). All asset ID's must show on the 90% plans.

D. Bid Phase:

1. Attending and preparing meeting minutes for the pre-bid conference and any other related meetings, and preparing all necessary addenda related to documents originated by the Consultant.
2. Responding to questions regarding the plans and specifications. Consultant shall receive, review, and make recommendations regarding requests for substitutions, and incorporate these substitution requests into the addenda as required.
3. If requested by the City, the Consultant will review the submitted bid documents and prepare a recommendation for bid approval.
4. If a CMAR is selected the CMAR will be responsible for bidding the project, but the Consultant will review all GMPs and provided the City with their recommendations.

E. Construction Administration Services:

The construction administration services to be performed by Consultant are as follows:

1. Conduct a preconstruction conference with the Contractor, the City, and other interested parties. In addition to conducting the meeting, the Consultant will prepare an agenda, take minutes, and issue them to all attendees. The preconstruction conference shall include a discussion of the Contractor's tentative schedules, procedures for transmittal and review of the Contractor's submittals, processing payment applications,

- critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
2. The Consultant shall provide quality acceptance services to perform inspection and acceptance testing of all items of work required by the drawings and specifications. The Consultant shall monitor construction for compliance with the project plans and specifications.
 3. The Consultant shall provide an on-site representative for observation and reporting of daily contractor activities. The on-site representative will be approved by the City.
 4. The Consultant shall review the construction schedule with particular emphasis on assuring that reasonable time allowances have been made for the work required.
 5. The Consultant shall review the Contractor's schedule with particular emphasis on ensuring that reasonable time allowances have been made for work required by the various utility companies, prior to approval.
 6. The Consultant shall prepare a list of all required submittals.
 7. The Consultant shall review warranties, guarantees, certificates of inspection, and tests and approvals.
 8. The Consultant shall review and approve all shop drawings submitted by the Contractor.
 9. The Consultant shall conduct weekly construction project meetings, prepare an agenda and minutes of the meeting, and distribute to all attendees.
 10. Provide value engineering proposals that may accelerate the construction schedule or reduce construction costs.
 11. The Consultant shall review the Contractor's estimated monthly payments and advise the City as to its acceptability. The Consultant's review shall be for the purpose of making an independent opinion of work completed and mathematical check of the Contractor's payment request. Consultant is responsible for verifying the quantities of work which are the basis of the payment requests. The final monthly pay requests will be approved and processed by the City.
 12. The Consultant will review and respond to all requests for information by the City and/or Contractor.
 13. The Consultant shall review and make recommendations on all change order requests from the Contractor. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. No change order shall be implemented without the prior approval of the City.
 14. Materials testing will be the responsibility of the contractor. However, the Consultant shall evaluate and report on tests and test analyses for materials, including concrete, pipe, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and accepted construction practices.
 15. The Consultant will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection.
 16. The City will not grant substantial completion for any portion of the project until the asset management spreadsheet is 100% complete, correctly populated, and accepted by the City. The contractor will be responsible for maintaining new assets until the asset management spreadsheet is accepted by the City.
 17. The Consultant will compile a list of required final submittals, including, but not necessarily limited to record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required by the contract documents and the Contractor's responsibility to provided. The Consultant shall review the project closeout documents for final approval.
 - a. As-Built Drawings: The Consultant shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work. The Consultant will provide one set of record drawings on bond paper and on a thumb drive in the appropriate format of ACAD approved by the City. The Consultant will provide a second set of record drawings in PDF format on a thumb drive. Each drawing sheet shall be presented as a separate PDF file and shall include the seal and signature of the architect/engineer of record. The seal and signature of the architect/engineer of record is not required on the thumb drive with the ACAD file. The RECORD DRAWING signature block on the cover sheet must be filled out and signed by the appropriate responsible party.
 18. If requested by the City the Consultant will conduct a one-year and two-year warranty inspection and prepare a punch list of deficient items discovered during the inspections.

F. Other Engineering Services that may be required:

- Roadway design
- Site grading and drainage
- Area drainage master studies and flood plain mapping
- Storm drain design, hydrology, and hydraulic analysis.
- Landfill area GIS/Mapping
- Storm Water Pollution Prevention Plans (SWPPPs)
- Water and wastewater systems
- General survey services: boundary surveys, construction staking, legal descriptions, as-built surveying, and topographic surveys.
- General geotechnical services: reports, construction, and materials testing/sampling (field & laboratory), QA/QC, subsurface investigations and reports, subsidence investigations and reports, geotechnical designs, geotechnical investigations/inspections, and forensics
- General environmental services: Phase I & II assessments; asbestos, lead, paint, and mold testing; environmental permits and compliance.
- Laboratory providing services should be AMRL certified, with ATTI certified field technicians.

SECTION III – PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on **Wednesday, July 24, 2024, at 9:00 a.m.**, at the Glendale Municipal Landfill, 11480 West Glendale Avenue, Glendale, AZ, in the Landfill Administration Building conference room. At this meeting, staff will discuss the scope of work, general contract issues and respond to questions from the attendees. The City will also conduct a walk-through of the landfill and the north cell area. Attendance will be limited to a maximum of 2 attendees per firm. **Because City staff may not have time to respond to individual inquiries regarding the scope outside of the pre-submittal conference and walk-through, it is recommended that interested firms have a representative attend.**

SECTION IV – REQUEST FOR QUALIFICATIONS SELECTION CRITERIA

NOTE: For the convenience of the review committee, limit your RFQ submittal to ten (10) single sided (8.5" x 11" – 1" margins) pages using Times New Roman 10-point font, plus a one-page cover letter (11 pages). Respond to Items A through E in alphabetical order.

If desired, additional materials, such as detailed resumes, detailed descriptions of previous projects, and/or other information relevant to the assessment of the Engineering Consulting firm's qualifications may be included **AT THE END** of the RFQ submittal in **CLEARLY LABELED APPENDICES**, but responses to Items A through E **MUST** be limited to 10 pages or less. Please be aware that the review committee members may limit their review activities only to Items A through E.

The City reserves the right to accept or reject any or all submittals and re-solicit or cancel this procurement if deemed by the City to be in its best interest. All firms or persons interested in submitting on this RFQ will refrain from direct or indirect contact with any person who may play a part in the selection process, or any person employed by the City, other than authorized representatives as identified by the Engineering Department.

Submittals will be worth 500 points, broken down as listed below. Parties interested in providing consulting services must address the following criteria:

A. General Information (25 points)

1. Provide a general description of the firm and/or team that is proposing to provide the required services. Explain the legal organization of the firm and/or team. Provide an organization chart showing all key

personnel, specifically identifying those proposed for assignment to any or all categories explained in Sections I and II.

2. Provide the following information:
 - a. List the Arizona business license(s) held by the firm authorizing the firm to transact business in Arizona by the Arizona Corporation Commission.
 - b. Identify the location of the firm's office that will manage this project and the percent of work that will be performed from this office. If the principal office is not located in the Phoenix Metro area, state what percent of the work will be performed from the principal office.
 - c. Identify any contracts or subcontracts, held by the firm or officers of the firm, terminated within the last three years, and briefly describe the circumstances. Also, identify any claims filed on a contract that resulted in litigation or arbitration within the last three years and briefly describe the circumstances and the outcomes. This information applies only to contracts or subcontracts issued in the state of Arizona or the state where the office is located that will be managing this project if not in Arizona. If there are no issues in these areas, please respond that there are no issues, pending or threatened suits or defaults.

B. Experience and qualification of the firm/team. (100 points)

1. Identify at least five (5) comparable **local or regional (Southwestern United States arid desert)** projects, studies or landfill engineering engagements awarded to your firm during the last five (5) years, in which the firm served as the Prime Consultant, Project Manager, and/or Construction Manager.

For each comparable project identified, provide:

- Project name and brief description of project.
- Highlight how the services provided for this project are similar to the services required by the City.
- Role of the firm. Specify whether the firm was the Prime Consultant, Project Manager, and/or Construction Manager. Identify the non-design services provided during each phase of the project (i.e., cost estimating, scheduling, value engineering, construction phasing schedule and construction plan, etc.).
- Project's professional services contract amount, if applicable.
- Project's initial construction cost and final construction cost, including change order amounts.
- Scheduled and actual dates of completion. If there was a design element include scheduled and actual dates of design completion.
- Scheduled and actual dates of construction completion, if applicable.
- Project Owner and representative with current telephone numbers and/or email addresses.
- Reference information (two names per project, organization name, current telephone number and/or email address). References must be germane to the projects and clearly identify the nature of their participation in the referenced project.

2. Discuss the Team organizational structure and how it can contribute to meeting the City's goals.
3. List all projects performed in the City of Glendale (COG), public or private, completed, or ongoing. List no more than five projects. Include the project name, start date and date of completion. Present a brief history of your firm's work in COG. Provide one city staff reference and the nature of their participation in the referenced project.
4. Identify which services will be performed in-house and those services that will be performed by any sub-consultant(s). Provide the estimated percent of work that will be performed by the firm and by each sub-consultant during the duration of the project. For services performed by a sub-consultant(s), describe their specific areas of responsibility and experience.

C. Experience of key personnel to be assigned to this project. (100 points)

1. For each key person identified in the firm's organization chart, list at least three similar projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the

firm, provide just the project name and the role of the key person. For projects other than one selected for the firm provide the same information as requested in **B.1.** above.

2. For each key person identified, provide a brief resume of their overall experience and knowledge and their number of years of overall experience. List any applicable professional registrations and/or certifications held by the key personnel. Identify the home office location of each key person proposed for this project, their length of time with the firm, and the percent of their time planned for their anticipated involvement in this project.
4. List the key staff of any proposed sub-consultants. Include their home office location, brief description of their experience and qualifications, their length of time with the firm, and the percent of their time planned for their anticipated involvement in this project.

D. Understanding of the services required and approach to performing the required services. (200 points)

1. Discuss the major issues your team has identified from similar projects in the Southwestern arid desert region and how you intend to address those issues.
2. Describe your firm's project management approach and team organization for the various services needed as described in Section II – Scope of Work.
3. Describe systems used for planning, scheduling, estimating, and managing design, pre-construction, and construction phase services. Describe the firm's experience on quality control, dispute resolution and project safety management.

E. Current/recent workload. (25 points)

1. List all landfill and solid waste projects awarded to your firm during the last two years. If your firm has more than one office location or specific division that will be responsible for this program list the projects awarded to the office or division that will be providing the majority of the services required. For each project provide a brief project description, status of the project and (estimated) completion date. List no more than 10 projects.
2. Provide a brief description of your firm's understanding of the current regional market conditions affecting your workload versus upcoming planned and projected landfill engineering work. Include information relevant to your local office and/or key personnel only.

Note: To earn the total 25 points for this criteria category all of the information, as requested above, must be provided. If not, points will be awarded at the discretion of the selection committee member reviewing the submittal.

F. Ability of the firm/team to provide the required services. (50 points)

The selection committee will review your RFQ submittal for completeness of each criteria item as it relates to the information requested. The selection committee member reviewing the RFQ submittal shall determine the points awarded for this item. The firm submitting the RFQ submittal will not address or respond to this item.

SECTION V - SUBMITTAL REQUIREMENTS

Firms interested in submitting on this project must be registered as a vendor in order to submit an RFQ submittal. RFQ submittals must also be submitted through the Vendor Self Service site. To register please visit the Vendor Self Service site at:

<https://glendaleazvendors.munisselfservice.com/Vendors/Default.aspx>

Please note this program works best with the Chrome web browser.

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

BID NUMBER: 42500003

TITLE: 242501 – CITY OF GLENDALE MUNICIPAL LANDFILL GENERAL ENGINEERING SERVICES

Please provide your response to this RFQ no later than:

Thursday, August 1, 2024, before 2:00 p.m. (local time)

Any proposal received after this time will not be considered.

All questions regarding this Request for Qualifications must be submitted in writing prior to **4:00 p.m., July 29, 2024**, to:

By E-Mail to (preferred):

EngineeringDept@glendaleaz.com

Or by mail to:

City of Glendale

Engineering Department, 3rd Floor

5850 W. Glendale Avenue

Glendale, AZ 85301-2599

City of Glendale Representatives:

John Murphey

Bill Passmore

Firms interested in the above project should submit a response addressing the specified Request for Qualifications (RFQ) criteria. Please be advised that **failure** to comply with the following criteria could be grounds for disqualification:

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

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

The 1-page Cover Letter should include the following:

- Project name and number.
- Project bid number.
- Name of the firm, address, and phone number.
- Name of the primary contact, including email and direct phone number.

- Acknowledge the firm has reviewed the City’s Professional Services Agreement (PSA) and is willing to execute the agreement without revisions or modifications.
- Any other information desired by the submitting firm other than any information relative to the selection criteria.

SECTION VI - SELECTION PROCESS AND SCHEDULE

Your RFQ submittal will be evaluated based on the qualifications of your firm, project team’s experience, firm’s approach to the project, and other information as outlined in the RFQ Selection Criteria.

A Selection Committee organized for this specific project will review and evaluate the submittals. Following a review of the submittals, the Selection Committee will “short-list” three to five firms for further participation in Phase II of the selection process.

PHASE II – PRESENTATION/INTERVIEWS

The “short-listed” firms will be notified and invited to participate in a presentation/interview to the Selection Committee. The “short-listed” firms will be provided additional information regarding the presentation/interview and will have one week to prepare.

After the presentation/interviews, the “short-listed” firms will form the final list and one firm will be selected as the most qualified by the Selection Committee. Final selection will be based on the scores/rankings from the Presentation/Interviews only and will not be combined with the RFQ submittal scores/rankings. The selected firm will be notified within a few days of the presentation/interviews and invited to a scoping meeting to start fee negotiations and final contract documents.

SECTION VII – GENERAL INFORMATION

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

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

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

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

Submittals to this RFQ are **not** returnable and will become the property of the City of Glendale.

SELECTION PROCESS – SCHEDULE

The following **tentative** schedule has been prepared for this project. Firms interested in this project must be available on the tentative week scheduled for interviews. **This schedule is subject to change.**

Pre-Submittal Conference Meeting (9:00 a.m.)	July 24, 2024
RFQ submittals Due to Engineering Department by 2:00 p.m.	August 1, 2024
ESTIMATED DATES	
Firms Short-listed for Presentation/Interview Process	Week of August 26, 2024
Presentation/Interviews	Week of September 9, 2024
Selection Process Complete	September 20, 2024
Completion of Professional Services Agreement	October 18, 2024
City Council Award	November 12, 2024

SECTION VIII – PROTEST OF SOLICITATIONS AND CONTRACT AWARDS

If a protest is lodged in connection with the subject procurement, the City will follow the City of Glendale Procurement Policy and Procedures, Section 800 Protests and Hearings, with the Director of Engineering serving as Materials Manger. If a protest cannot be resolved at the Director of Engineering level the protestant may request a hearing (Hearing Request). The City Manager will appoint a Hearing Officer in the appeal process.