

**PROFESSIONAL SERVICES AGREEMENT**  
 West Area WRF Improvements GMP 2B  
 Construction Administration Services (Additional)  
 Project #141525.1

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Arcadis U.S., Inc., a Delaware corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2025 ("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 \$210,315 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:  
  
Brian Bubela, PE  
426 North 44<sup>th</sup> Street, Suite 340  
Phoenix, Arizona 85008

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

City of Glendale  
c/o Martin A. Soma P. E.  
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 one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two (2) years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed during the Agreement extension period and will be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.
- 16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any extensions, at the City’s sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

**17. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association’s Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**18. Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:  
<http://www.mesaaz.gov/business/purchasing/save>

**19. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A        Scope of Work
- Exhibit B        Compensation

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

City of Glendale,  
an Arizona municipal corporation

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Arcadis U.S., Inc,  
a Delaware corporation



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By: Brian J. Bubela  
Its: Sr. Vice President

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

**SCOPE OF WORK**

This Scope of Work describes Engineering Services to be provided by Arcadis U.S., Inc. (CONSULTANT) for the City of Glendale (CITY). The Engineering Services to be provided under this Scope of Work shall include services related to the construction, start-up, commissioning, and post-construction phases of the West Area Water Reclamation Facilities UV Disinfection/RAS Pump Station/RSPS/ALS Improvements Project. The Scope of Work to be performed consists of the following services:

1. Project Administration Services during Construction; Section 200
2. Observation Services during Construction; Section 400
3. Allowances; Section 600

Other SUBCONSULTANTS working with CONSULTANT shall include the following:

- Nabar Stanley Brown of Gannett Fleming
- Southwest Protective Coatings

**SECTION 200 - PROJECT ADMINISTRATION SERVICES DURING CONSTRUCTION**

**Task 210 Representation on Behalf of CITY**

The CONSULTANT shall consult with and advise CITY and act as its representative during construction. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned herein shall not be modified, except as CONSULTANT may otherwise agree, in writing.

The CONSULTANT will assist the CITY in issuing the CITY's instructions to CMAR; issue necessary interpretations and clarifications of the Contract Documents; have authority, as CITY'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and evaluate the acceptability and completeness of the CMAR's work thereunder, and make decisions on claims as directed by the CITY, to the CMAR relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The CONSULTANT shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by CMAR (unless otherwise specified in the Contract Documents) or the safety precautions and programs incident to the work of CMAR.

CONSULTANT's efforts shall be directed toward advising the CITY whether the completed work of CMAR will conform to the Contract Documents, but CONSULTANT shall not be responsible for the failure of CMAR to perform the work in accordance with the Contract Documents.

On the basis of on-site examination of materials, equipment, and workmanship, CONSULTANT shall keep CITY informed of the progress of the work, shall endeavor to protect the CITY against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. This task shall include the following subtasks:

210.1 Project Management: The CONSULTANT shall perform overall Project Management of the work, which consists of the administrative tasks necessary to maintain the overall project budget and schedule and includes the preparation of and assembly of the monthly reports and invoices. Under this task the CONSULTANT shall meet monthly with the CITY'S representative to discuss the services, the costs associated with the cash flow projections, and the schedule of services performed under this Scope of Work, and the overall status, progress, and issues on the project.

210.2 Construction Procedures and Communications: The CONSULTANT will utilize existing construction procedures and communications established under GMP2B.

210.3 Provide Construction Administration, Quality Assurance, and Coordination: The CONSULTANT shall provide construction administration and quality assurance services during the course of the project to advise of the overall technical correctness of the work and construction services and that specified procedures are being followed and that the project schedule is being met. The CONSULTANT shall provide coordination functions during the construction phase as follows:

1. Hold required coordination meetings with CITY Representatives.
2. Coordinate the work of the CONSULTANT's specialty subconsultants assigned to the project.
3. Participate in weekly construction progress meetings, conducted by the CMAR.

210.4 Perform Regulatory Agency Coordination: The CONSULTANT shall work with the CITY's staff and the CMAR to coordinate with regulatory agencies involved in the final approval of this project; the following regulatory agencies are anticipated:

1. Maricopa County Environmental Services Department (MCESD)

The CONSULTANT shall document all coordination and correspondence with the agencies. The CONSULTANT shall prepare and submit requests for approval of construction to MCESD for the work specified by the CITY under the Contract Documents. Per MCESD, each approval of construction will contain the following, at a minimum:

1. CONSULTANT'S Engineer's Certificate of Completion
2. CMAR Equipment/Piping Test Summary
3. Manufacturer/CONSULTANT's Operations and Maintenance Manuals (electronic copy)
4. CMAR/CONSULTANT's Record Drawings
5. CMAR/CONSULTANT's Startup Plan and Commissioning

The CONSULTANT shall document all coordination and correspondence with the agencies. Any payments made to MCESD or MCAQD for permits will be paid through Allowance item Task 610.

#### SECTION 400 - OBSERVATION SERVICES DURING CONSTRUCTION

The CONSULTANT shall provide appropriate personnel and expertise in order to observe performance of the work of the CMAR. Through increased on-site observations of the work in progress and field checks of materials and equipment by CONSULTANT staff, CONSULTANT shall endeavor to provide further protection for CITY against defects and deficiencies in the work of CMAR; but the furnishing of such representation will not make CONSULTANT responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for CMAR failure to perform the work in accordance with the Contract Documents.

CONSULTANT's onsite observers shall not:

- A. Authorize any deviations from the Contract Documents or approve any substitute materials or equipment which may impact cost, time, or design intent without approval from the CITY.
- B. Undertake the responsibilities of CMAR, Subcontractors or CMAR's superintendent, or expedite the work.
- C. Advise on or issue directions relative to the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- D. Advise on or issue directions as to safety precautions and programs in connection with the work. Advise the CITY to occupy and/or start-up equipment which may have been impacted by the Project in whole or in part, outside of the terms stated in Task 470 Substantial Completion.

- E. Remain located permanently onsite. CONSULTANT staff will attend weekly meetings and inspections as required by Contract Documents. CONSULTANT will be on-site part-time for scheduled inspections and meetings only (this is not a full-time position, but periodic onsite observation for confirmation of compliance with the Contract Documents).
- F. The CONSULTANT will not approve changes to any equipment or material for which the Contract Documents approved after acceptance of the CMAR's guaranteed maximum price unless approved by the CITY.
- G. The CONSULTANT will not deliver to the CITY a set of indexed shop drawings.

CONSULTANT's dealings in matters pertaining to the on-site work shall in general be only with CITY and CMAR, and dealings with CMAR Subcontractors shall only be through or with the full knowledge of CMAR.

CONSULTANT's onsite observers shall:

- A. Provide weekly inspection reports, review progress payments, and perform substantial completion and final acceptance activities, including the following:
  - 1. Before CONSULTANT issues a Certificate of Substantial Completion, submit to CMAR a list of observed items requiring completion or correction in accordance with the requirements of the Contract Documents.
  - 2. After the CMAR has completed the work and upon request of the CMAR, the CONSULTANT shall conduct final inspection in the company of CITY and CMAR. Prepare a final list of items to be completed or corrected in accordance with the requirements of the Construction Documents.
  - 3. After the CMAR has completed the work and upon written notice from the CMAR, review and determine that items on final list have been completed or corrected and make recommendations to CITY concerning acceptance.

## SECTION 600 - ALLOWANCES

### Task 630 Special Paint/Coating Inspections

The CONSULTANT shall provide a SUBCONSULTANT that is ASTM and NACE certified to perform special paint/coating inspections at the WAWRF facilities and architectural structures as defined in the Contract Documents. Inspection services will be as needed and will include: pre-construction surface evaluation; surface preparation and profiling; observation of applications; measurement of coating thickness; environmental monitoring; inspection of substrates between coats; and material sampling and testing. The CONSULTANT will review the CMAR's painting/coating schedule and have the SUBCONSULTANT onsite to observe applications and inspect any paintings or coatings performed by the CMAR. SUBCONSULTANT shall coordinate with CONTRACTOR's Safety Officer prior to entering the confined space for inspection.

The SUBCONSULTANT will verify the CMAR is applying successive coats of paint within the time recommended by the manufacturer based on the ambient conditions. Based upon the recommendation of the special paint/coating SUBCONSULTANT, the CONSULTANT shall recommend acceptance or rejection of the paint or coating application.

Assumptions: The following assumption(s) were used to develop the level of effort for Task 630:

- 1. CMAR to perform all surface preparation work prior to surface evaluation.
- 2. CONSULTANT and SUBCONSULTANT to operate under the CMAR's Confined Space Entry permit.
- 3. CMAR to provide all Confined Space Entry equipment required to safely access work zone.

### Task 640 Concrete Inspections

The CONSULTANT shall provide a SUBCONSULTANT that is a licensed structural professional engineer to perform concrete inspections as needed and/or defined in the Contract Documents. Services also include review of CMAR material submittals. SUBCONSULTANT shall coordinate with CMAR's Safety Officer prior to entering the confined space for inspection. SUBCONSULTANT shall provide Special Structural Inspections as necessary for City Building Services Department.

Assumptions: The following assumption(s) were used to develop the level of effort for Task 640:

1. CONSULTANT and SUBCONSULTANT to operate under the CMAR's Confined Space Entry permit.
2. CMAR to provide all Confined Space Entry equipment required to safely access work zone.

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

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be hourly, based on hourly rates and reimbursement for expenses.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for Services as defined herein during the entire term of the Project must not exceed \$210,315.00.

**DETAILED PROJECT COMPENSATION**

GMP2B UV/RAS/RSPS/ALS CA Services

Task 200 - Project Administration	\$23,380.00
Task 400 – Observation Services During Construction	\$91,800.00
Task 630 Subtotal - Coatings Inspections (Southwest Protective Coatings Inc.)	\$1,000.00
Task 640 Subtotal - Concrete Inspections (Gannett Fleming)	\$4,000.00
Sub-Total (without contingency)	\$120,180.00
Owners Allowance Contingency (\$30,045/month x 3 months)	\$90,135.00
Total Compensation	\$210,315.00.