

**PROFESSIONAL SERVICES AGREEMENT**  
PROJECT 171846-APOLLO GARDENS DRAINAGE IMPROVEMENTS

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Consor North America, Inc., an Oregon 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 \$115,362 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 **\$2,000,000** 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 **\$2,000,000** 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 \$2,000,000 for each claim and a \$4,000,000 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 **\$2,000,000** 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:
 

Mark V. Lee  
 Consor North America, Inc.  
 2432 West Peoria Avenue, Suite 1246

Phoenix, Arizona 85029

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

City of Glendale  
c/o David Beard, City Engineer  
Engineering Department  
5850 West Glendale Avenue  
Glendale, Arizona 85301

With required copy to:

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

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

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

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

15. **Entire Agreement; Survival; Counterparts; Signatures.**

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the SOW or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

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

- 15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the SOW, or the earlier termination of this Agreement.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**16. Term.**

- 16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a two (2) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) 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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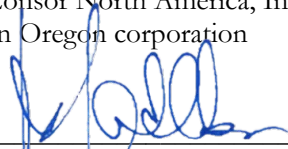
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Conсор North America, Inc.,  
an Oregon corporation



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By: Mark V. Lee  
Its: Principal/Project Manager

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

**SCOPE OF WORK**

This project contract is a continuation of previous contract C21-1102. The previous contract completed the preliminary drainage analysis of the site and proposed alternatives within a preliminary drainage report. This contract would involve final drainage design and construction administration services for the selected alternative. The project would address drainage issues around the existing catch basin located on the west side of 61st Avenue, south of Hearn Road. During significant rain storm, the area around the catch basin is inundated with stormwater and the home at 14062 N. 61st Avenue experiences flooding. The Consultant will complete the final drainage design of the selected alternative presented in the preliminary drainage report. The consultant would provide sealed biddable plans and sealed final drainage report. In addition, the consultant may also be retained for construction administration services listed as an allowance in the proposal.

See attached Scope of Work Apollo Gardens Drainage Design Project No. 171846 for the City of Glendale, for full scope detail.

# EXHIBIT A

## SCOPE OF WORK APOLLO GARDENS DRAINAGE DESIGN PROJECT NO. 171846

### CITY OF GLENDALE, ENGINEERING DEPARTMENT

#### General

This Scope of Work prescribes engineering services to be provided by Consor North America, Inc. (Consultant) for the City of Glendale (City). This project includes the design of recommended drainage improvements as described in the Apollo Gardens Drainage Study report completed under separate contract and dated February 2024. The project is needed to help reduce the localized flooding that occurs during significant rain events in the vicinity of 61<sup>st</sup> Avenue and Hearn Road.

#### Project Understanding

The recommended improvements for the selected drainage study alternative (Alternative 3) include the following items of work. Note that the recommended alternative has been modified to avoid costly and time-consuming right-of-way acquisition from the FCDMC for work in the ACDC.

- 61<sup>st</sup> Avenue and Hearn Road
  - New valley gutter across 61<sup>st</sup> Avenue at its intersection with Hearn Road to redirect stormwater flows across 61<sup>st</sup> Avenue to the west where the flows drain into the existing Arizona Canal Drainage Channel (ACDC).
- 61<sup>st</sup> Avenue south of Hearn Road
  - Remove the existing 15-inch storm drain pipe that is located adjacent to/under an existing block wall between the properties at 14062 N. 61<sup>st</sup> Avenue and 14058 N. 61<sup>st</sup> Avenue; install a new 18-inch pipe in its place that extends west and possibly to the north and outfalls into the existing Tract A parcel owned by the City of Glendale. This work may still require a construction easement from FCDMC along the west side of the existing parcels. A swale needs to be graded such that any drainage flows north and outlets near 61<sup>st</sup> Avenue and Hearn Road where the existing roadway drainage sheet flows across a concrete apron and into the ACDC.
  - Replace the existing catch basin on 61<sup>st</sup> Avenue with an appropriately sized catch basin.
  - Remove and reconstruct the existing block wall between the parcels and the damaged wall panels at the pipe outlet. It is estimated that one panel (between pilasters) will need to be replaced on the back wall of the two parcels and the pilasters may need to be replaced as well.
- 61<sup>st</sup> Avenue and Calavar Road
  - New valley gutter across 61<sup>st</sup> Avenue and Calavar Road with a drainage scupper
  - Relocate concrete sidewalk as needed to grade a new drainage swale that directs stormwater from the scupper to the existing storm drainpipe inlet. This work may require a construction easement from FCDMC.

## Scope of Services

The Consultant will provide analysis, design, and construction documents including plans, technical specifications, and estimated construction costs for the improvements included in the preceding paragraphs along with additional related work. Our detailed Scope of Services is described in the following pages.

## Task 1 - Project Management

### *Objective*

Coordinate, monitor, and control the project resources to meet the technical, communication, and contractual obligations required for developing and implementing the project scope.

### *Activities*

#### *Task 1.1 Monitor Progress and Prepare Status Reports*

Consultant will provide services required to administer the contract and budget, including but not limited to preparation and review of invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice and include monthly expenditures and cumulative charges to budget by Task, including cost-to-complete, and cash flow projections.

#### *Task 1.2 Conduct and Attend Meetings*

Consultant will conduct bi-weekly meetings with City staff to discuss specific technical aspects of the design, progress in the development of the design, and related issues that may affect project design. The anticipated meetings will consist of the following:

- Kick-off Meeting (one meeting)
- Progress meetings with City management staff (up to eight meetings)
- Other coordination meetings as necessary with City and stakeholders (up to one meeting)

Consultant will prepare and distribute meeting agenda and document and distribute the meeting notes for each meeting. Consultant will maintain communication with the City through in-person, telephone, or email communication.

### *Task Deliverables*

- Consultant shall deliver to the City a monthly invoice and status report covering:
  - Work on the project performed during the previous month.
  - Meetings attended.
  - Problems encountered and actions taken for their resolution.
  - Potential impacts to submittal dates, budget shortfalls or optional services.
  - Budget Analysis.
  - Issues requiring project team action.

### *Assumptions*

- Consultant assumes up to 10 one-hour meetings with the City plus time for meeting preparation, preparation of meeting notes, and transmittal of meeting notes.

## Task 2 – Design Development

### Objective

This task prescribes the design and design submittals the Consultant will prepare for City review as progress is made on design and preparation of construction drawings and specifications. Progress deliverables from the Consultant will be reviewed by the City and others during the design development period.

Preparation of construction drawings and technical specifications will be as follows:

- Drafting Standards: The organization and preparation of construction drawings shall be in accordance with the City's CADD standards and drafting guidelines.
- Design plans will be prepared at a scale of 1"=20' with construction notes corresponding to the plan view.
- Technical Specifications (Special Provisions): Technical specifications shall be prepared for items of work not covered in the City's supplements to the MAG Standard Specifications, MAG Standard Details, and to properly identify work requirement.

The anticipated design plan sheets are included in the following table:

Sheet Type	No of Sheets
Cover	1
Legend, Abbreviations & Key Map	1
Notes	1
Survey Control	1
Plan & Profile Sheets	1
Plan Sheets	2
Detail Sheets	2
Structural Design Sheets	3
Structural Detail Sheets	1
<b>Total Anticipated Plan Sheet Count</b>	<b>13</b>

### Activities

#### Task 2.1 Survey

Survey information will be tied to established horizontal and vertical control points and benchmarks on City datum. Horizontal controls will be based on survey benchmarks provided by the City. Survey work will be under the supervision of a registered land surveyor. Base mapping will be provided in AutoCAD.

The Consultant will provide full topographic survey of the project area and will locate and identify pertinent above ground features within the street right-of-way including roadway monumentation, centerline pavement elevations, intersecting streets and driveways, raised medians, fences, sidewalks, edge of pavement, traffic signage, curb, gutter, valve boxes and nut elevations, manhole rim and inverts, utility boxes, irrigation structures, poles, hydrants, plants, shrubs, and other visible features. Lot lines and property boundaries obtained from the City/County will also be shown on the topo drawings for illustration purposes and not for use as legal description.

Project areas to be surveyed include:

- 61<sup>st</sup> Avenue from Hearn Road to just north of Redfield Road and including approximately 100 feet on Hearn Road both east and west of 61<sup>st</sup> Avenue.
- 61<sup>st</sup> Avenue and Calavar Road including 100 feet north on 61<sup>st</sup> Avenue, 100 feet east on Calavar Road and 200 feet west along the sidewalk between the south wall of the house and the north edge of the storage unit drainage basin to the existing storm drain inlet.
- Area north of the homes along 61<sup>st</sup> Avenue (Tract A) north to the existing concrete apron where roadway drainage sheet flows into the ACDC.

### *Task 2.2 Utility Research, Mapping, and Coordination*

Consultant will identify, investigate, and confirm alignment conflicts associated with the proposed work and assist those utilities with mitigation for clearance. The Consultant will identify potential utility conflicts with the proposed storm drain alignment and prepare documents for underground investigation and potholing if required. A utility coordination matrix will be prepared and submitted to the City and utility owners as the design progresses. It is anticipated that a minimum of two plan submittals will be made to utility owners for review.

### *Task 2.3 Right-of-Way and Easement Evaluation*

The Consultant will collect existing public right-of-way information from the City and/or Maricopa County for the project area to verify right-of-way ownership and limits. This information will be used during the design and incorporated into the construction drawings and contract documents.

Consultant will evaluate and determine easement needs for the project through design development and coordination with Flood Control District of Maricopa County (FCDMC) and the City. It is anticipated that temporary construction easements may be needed where the extension of the proposed swale near Calavar Road that will outlet into the existing storm drain pipe at the ACDC is located as well as the outfall area of the new storm drain pipe between the two parcels near Tract A. This scope of work includes one (1) legal description and exhibit to be prepared for a permanent easement from FCDMC and provided to the City.

### *Task 2.4 Flood Control District of Maricopa County Coordination*

The Consultant will coordinate with FCDMC to define requirements and issues associated with extension of a new swale into FCDMC right-of-way near 61<sup>st</sup> Avenue and Calavar Road.

It is anticipated that a permit will be required from FCDMC for entry into their right-of-way to extend the proposed swale to the existing pipe inlet. The Consultant will incorporate FCDMC specific requirements into the proposed design and any other pertinent information into the construction documents.

### *Task 2.5 Project Design*

The project design will be based on the approved Apollo Gardens Drainage Study report completed under separate contract dated February 2024. No formal progress submittals will be prepared for this project. Instead, updated design plans and technical specifications will be transmitted to the City's project team and reviewed and discussed in bi-weekly meetings. The design will progress based on discussions in the meetings with the City. As the design progresses towards final, we will endeavor to resolve conflicts with the proposed work. In addition, the work will be shown in sufficient detail so that a contractor can recognize work elements and requirements for construction with the effort that needs to be completed. The technical specifications for each discipline will be coordinated and will have progressed where the design intent is established. All utilities will be shown, and the plans will become the mechanism for utility coordination with utility departments and companies.

Comments from the City and/or design team will be discussed in the bi-weekly meetings and the construction plans and technical specifications updated as appropriate based on the results of the discussions. It is anticipated that the

design will be at the 60% level approximately 8 weeks after NTP is received and will have progressed to the 90% level approximately 14 weeks after NTP is received with the final design completed at 16 weeks after the NTP is received.

The Consultant will prepare final sealed drawings and technical specifications. All such documents will be complete and ready for construction pricing of the work. All QA/QC will be completed, and the construction documents made ready for submittal to the City. It is assumed that this project will be constructed via low bid or Job Order Contracting.

### *Task 2.6 Opinion of Construction Cost*

The Consultant will prepare and submit an opinion of probable construction cost that will be updated as the design progresses. An opinion of probable construction cost at final design completion will be prepared. The City will suggest a time frame for when the project will be constructed, and the Consultant will include an appropriate amount for contingency and inflation in the opinion of construction cost to reflect anticipated conditions at the time of construction.

### *Task Deliverables*

- Legal description and exhibit for one (1) easement.
- Informal progress plans, specifications, and cost estimate for “over the shoulder” review by the City.
- Final sealed plans, specifications, and cost estimate at final submittal including paper format if requested.

### *Assumptions*

- The City will conduct “over the shoulder” reviews of design progress during the design phase bi-weekly meetings with the City with assumed two week review by FCDMC at the 60% level.
- Consor will provide legal description and exhibit for up to one (1) easement in the FCDMC right-of-way.
- The City will acquire any easements or new right-of-way required for the project.
- The City will coordinate access onto private property to facilitate survey and design operations.
- FCDMC permit costs will be the responsibility of the Contractor during the construction phase.
- Design schedule is 16 weeks from receipt of the notice to proceed.

## Task 3 Allowances

### *Task 3.1 Pothole Services (TBD)*

The Consultant will retain the services of a subsurface utilities investigation firm to perform potholing to establish the exact horizontal and vertical location of conflicting utilities associated with excavation for pipe replacement and new structures. To estimate costs, it is assumed that a total of up to 10 potholes may be performed for this project.

### *Task 3.2 – Construction Administration Services*

The following are specific items of work included on this project for the construction administration and inspection of the Contractor's work. **It is assumed that the construction will take up to 90 calendar days to complete. The hours included for field inspector assumes 4 hours per week of inspection time.**

### *Bidding Services*

During project bidding, the Consultant will respond to contractor requests for information (RFI), attend the bid opening, and assist the City to organize and tabulate contractor bids. The Consultant will evaluate the bids and the qualifications of the bidders and make a written recommendation to the City for award.

### *Pre-Bid Meeting*

The Consultant will conduct a Pre-Bid Meeting with the City and contractors who are considering bidding the project. The Consultant will provide an overview of the project; answer contractor questions; clarify issues with the plans and specifications; and prepare and distribute meeting minutes. In addition, items requiring an addendum will be identified and an addendum issued (see Addenda section).

### *Addenda*

As required, the Consultant will issue addenda before and during the bidding phase to address clarification of the plans and specifications. All addenda will be provided to the City in the form of a sealed document, either full-size plan sheet or an 8-1/2 x 11 sheets of paper. All plan related addenda for the project will be included in the record drawings provided to the City at the end of the construction.

### *On-Site Inspection and Review of Work*

An inspector will be furnished by the Consultant to maintain a periodic presence at the project site as detailed below:

- Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the construction documents and that completed work conforms to the construction documents.
- Identify whenever it is believed that any work is unsatisfactory, faulty, or defective or does not conform to the construction documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment; and advise when it is believed work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
- Provide support to the City's inspector as needed. The furnishing of such project representation will not make the Consultant responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for the Contractor's failure to perform their work in accordance with the contract documents.

### *Interpretation of Construction Documents*

The Consultant will receive and transmit clarifications and interpretations of the construction documents as requested by the City's inspector or other representative. Clarifications from the Consultant will be provided to the City with the understanding that the City will forward the direction to the Contractor.

### *Submittals, Shop Drawings, and Test Results*

The Consultant will receive, review, evaluate, and distribute (or take other appropriate action in respect of) submittals, shop drawings, samples, test results, and other data which Contractor is required to submit. The Consultant's review shall be for conformance with the design concept of the project and compliance with the information given in the construction documents. Such review or other action shall not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor(s), or to safety precautions and programs associated thereto.

The Consultant will promptly and in accordance with Project schedule requirements, review and approve, reject, or take other appropriate action on the Contractor's request for substitutions. The Consultant will not approve any proposed substitution unless such substitution conforms to the project design concept and the construction contract documents including the contract price.

Submittal review efforts are based upon a maximum of two (2) reviews per submittal and that no more than fifty percent (50%) of the total number of first submittals will require two (2) reviews.

### *Meetings*

The Consultant will attend weekly construction meetings with the City and Contractor. Attendance at these meetings is to provide clarification/guidance on design issues and to monitor progress of the Contractor.

### *Change Orders*

The Consultant will promptly consult with and advise the City concerning change order requests and change orders. The Consultant will prepare, when requested by the City, required drawings, specifications and other supporting data regarding change order requests and change orders.

### *Records*

Whenever the Consultant inspector or other Consultant personnel are on-site observing the Contractor's work, daily reports recording Contractor's work performed on the job site, major construction equipment on-site, weather conditions, data relative to questions of extras or deductions, daily activities, decisions, subcontractors on-site, observations will be prepared.

The Consultant will maintain a digital photographic file of the progress of the construction activities when on site. This photo file will consist of color photographs taken to document specific construction activities where the information may be of future value. The photographs will be labeled as to the subject, and date of the photo and the photos will be kept in files which have been formatted to represent the specific construction area of the Project.

### *Substantial and Final Completion Inspection*

Following notice from the Contractor and request from the City, the Consultant will participate in an inspection to determine if the project or the work associated with interim milestones is substantially complete in accordance with the construction documents.

Following notice from the Contractor and request from the City, the Consultant will participate in the final inspection to determine if the finished work has been completed to the standard required by the construction documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations.

### *Record Drawings*

The Consultant will prepare a set of record drawings for the project showing those changes made during construction and sealed by the engineer of record. Record drawing information shall be based on marked-up prints, drawings, and other data furnished by Contractor to City and Consultant which Consultant will review for accuracy and completeness. The record drawings shall be available to the City within thirty (30) days of receipt of all data in its entirety from the Contractor.

### *Deliverables*

- One (1) set of electronic files representing record drawing information copied on two flash drives. This set of record drawings shall be developed in electronic format using AutoCAD.
- One (1) set of addenda prepared by the Consultant on behalf of the City
- One (1) set of documents detailing all assistance given to the City in evaluating bids and making a recommendation for award.
- One (1) set of electronic files representing record drawing information. This set of record drawings shall be developed in electronic format using AutoCAD.

### *Assumptions*

- The project will take approximately three (3) months to complete construction.
- Meeting agendas, meeting minutes, and scheduling of meetings will be the responsibility of the City or Contractor.
- The City or Contractor will provide materials testing for the project.
- The City or Contractor will provide construction staking for the project.
- The project will be delivered via low bid. If the project is delivered via job order contracting (JOC) or construction manager at risk (CMAR), the Bid Phase Services tasks listed above will be used to cover costs associated with similar work for JOC or CMAR such as review of contractor cost proposals, responding to contractor questions, addenda, etc.

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

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Time and materials not to exceed \$115,362.

**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 \$115,362.

**DETAILED PROJECT COMPENSATION**

See attached.

**EXHIBIT B**

**FEE ESTIMATE**

**APOLLO GARDENS DRAINAGE DESIGN**

**PROJECT NO. 171846**

**CITY OF GLENDALE, ENGINEERING DEPARTMENT**

**10/14/2024**

**PROFESSIONAL SERVICES**

Task 1 - Project Management Services	= \$	9,098
Task 2 - Design Development	= \$	61,264
NOT TO EXCEED FEE	= \$	70,362

**ALLOWANCES**

Task 3.1 - Pothole Services (TBD) - 10 potholes @ \$2,000/each	= \$	20,000
Task 3.2 - Construction Administration Services	= \$	25,000
TOTAL ALLOWANCES	= \$	45,000

**TOTAL = \$ 115,362**

**EXHIBIT B**

**FEE ESTIMATE**

**APOLLO GARDENS DRAINAGE DESIGN  
PROJECT NO. 171846**

**CITY OF GLENDALE, ENGINEERING DEPARTMENT**

10/14/2024

TASK NO	TASK DESCRIPTION	Project Manager		Sr. Project Engineer		Engineer		Sr. Designer/CADD Technician		Survey Manager		Survey Crew (2-man)		Sr. Inspector		Total Direct Labor Fees	
		\$285.00 /Hr		\$211.00 /Hr		\$153.00 /Hr		\$161.00 /Hr		\$166.00 /Hr		\$180.00 /Hr		\$134.00 /Hr		Hours	Amount
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
<b>1 PROJECT MANAGEMENT</b>																	
1.1	Monitor Progress and Prepare Status Reports	6	\$1,710		\$0		\$0		\$0		\$0		\$0		\$0	6	\$1,710
1.2	Conduct and Attend Meetings	20	\$5,700	8	\$1,688		\$0		\$0		\$0		\$0		\$0	28	\$7,388
	Subtotal Task 1	26	\$ 7,410	8	\$ 1,688	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	34	\$9,098
<b>2 DESIGN DEVELOPMENT</b>																	
2.1	Survey		\$0	2	\$422		\$0	8	\$1,288	8	\$1,328	40	\$7,200		\$0	58	\$10,238
2.2	Utility Research, Mapping, and Coordination	1	\$285	1	\$211	8	\$1,224	8	\$1,288		\$0		\$0		\$0	18	\$3,008
2.3	Right-of-Way and Easement Evaluation	1	\$285	1	\$211		\$0	12	\$1,932	12	\$1,992		\$0		\$0	26	\$4,420
2.4	FCDMC Coordination	2	\$570	4	\$844	8	\$1,224	4	\$644		\$0		\$0		\$0	18	\$3,282
2.5	Project Design	12	\$3,420	36	\$7,596	64	\$9,792	96	\$15,456		\$0		\$0		\$0	208	\$36,264
2.6	Opinion of Construction Cost	4	\$1,140	8	\$1,688	8	\$1,224		\$0		\$0		\$0		\$0	20	\$4,052
	Subtotal Task 2	20	\$ 5,700	52	\$ 10,972	88	\$ 13,464	128	\$ 20,608	20	\$ 3,320	40	\$ 7,200	0	\$ -	348	\$61,264
	<b>TOTALS</b>	46	\$ 13,110	60	\$ 12,660	88	\$ 13,464	128	\$ 20,608	20	\$ 3,320	40	\$ 7,200	0	\$ -	382	\$70,362