

**SERVICES AGREEMENT  
(Not Construction Related)**

FY16/17 STREET LIGHT POLE ANALYSIS AND RUST INSPECTIONS

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Phoenix National Laboratories, Inc., an Arizona Corporation, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. 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 **Services.** Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project 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.
2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates one year from the effective date.
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 Project and identified in this Agreement.
  - 3.2 **Licensing.** Consultant warrants that:
    - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
    - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
      - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
      - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

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

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$99,966.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project 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 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

**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
  - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project 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 provisions of Sec. 5.

- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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. 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 **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 Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, 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.

8.3 **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.

- 8.4 **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).
- 8.5 **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.

- 8.6 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 **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 its 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 Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City 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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
12. **Notices.**
- 12.1 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.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Phoenix National Laboratories, Inc.  
 c/o Alex Zuran III  
 2837 East Chambers Street  
 Phoenix, AZ 85040

- 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 Kelly Hargadin  
 5850 West Glendale Avenue, Suite. 315  
 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.

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

13.1 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 Project 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, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 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.

13.3 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 Project, or the earlier termination of this Agreement.

13.4 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.

13.5 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.

13.6 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.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1) year period. There are no automatic renewals.

15. **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.

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

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[SIGNATURES ON FOLLOWING PAGE.]

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  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Phoenix National Laboratories, Inc.,  
an Arizona corporation

  
By: Alexander Zurann III  
Its: President

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

PROJECT

FY 16/17 STREET LIGHT POLE ANALYSIS AND RUST INSPECTIONS

The project objective is to perform non-destructive testing and inspections of all the remaining (approximately) metallic embedded streetlight poles located in the City of Glendale to determine corrosive degradation and estimation of pole life. The purpose of the inspection is to determine the amount of corrosion at a point 3" to 4" below grade and surface rust above grade to determine the necessity for and timing of pole replacement or surface painting above grade.

The basic services required for this project include:

- Determination of inspection requirements
- Excavation around pole
- Cleaning rust ring
- Testing of pole
- Reporting
- Analysis of data
- Visual assessment of surface rust prevalence

The assigned project manager will be a registered professional engineer, with an American Society for Non-Destructive Testing (ASNT) Level III certification in ultrasonic testing.

Grouping of poles based on the amount of damage or corrosion will be provided after inspecting approximately 7,110 poles. This initial pole grouping is needed to assess those poles that are in the critical stage of needing repair.

The inspections will include using state of the art ultrasonic equipment to measure the thickness of metal of each streetlight pole and provide a detailed report of each pole. The data collection and report for each pole will include:

1. Pole location using pole MAC identification number (a photocell reference code for locating each pole), any numbers listed on the poles, pole address and photo.
2. Visual assessment of pole structural integrity including balance, visible rust surface rust (above and below grade), missing or loose hardware or damage.
3. Ultrasonic readings data taken from four (4) sides of each pole.
4. Maintenance and recommendations for each pole.
5. Excavation around poles:
  - Excavate around the pole to facilitate the examination of the rust ring. Excavations shall be a minimum of four (4) inches around the pole to a maximum depth of six (6) inches.
  - After inspection, the area of excavation shall be returned as closely as practical to its original condition.
  - Prior to measurement, all corrosive build up shall be removed.
  - Conduct a hammer impact test.
6. Measurement of pole thickness on all poles which do not fail the hammer test:
  - Measure the wall thickness at a minimum of four (4) points on each pole at the approximate N, S, E & W compass points.
  - Utilize equipment that will be able to measure the amount of pole deterioration to one sixty-fourth (1/64") of an inch or less.

- Recording of results on inspection form: All measurement points are to be noted, however, the thinnest measurement shall be used in determination of useful life.

7. The printed final report, including all of individual pole reports, shall be provided with a cover letter bearing an engineer's stamp certifying test results. The engineer shall be licensed in the state of Arizona. Additionally, a copy of the results are to be provided in electronic format on CD or Flash Drive.

8. Provide, at a minimum, weekly updates to the City:

- Inspections completed and copies of reports
- Progress report and status of timeline for project

9. Immediate notification must be given to the City under the following circumstances:

- If pole has deteriorated to the point that the pole wall has been perforated.
- If during the impact testing the pole is penetrated or the ultrasonic test indicated insufficient material to ensure the integrity of the pole.

10. If a pole is found to have intact corrosion protection tape to a depth of four (4) inches, no hammer test or metallurgical test is necessary. Such finding shall be noted for each applicable pole.

11. If a pole is found to be encased in concrete, no excavation shall be done but testing shall be performed at grade.

12. Final Report will include the following:

- a. Executive summary of findings.
- b. Microsoft Excel Spreadsheet with the following information:
  - Street Light Pole location based on City-provided records; MAC ID number, address, pole number (if available), any other pertinent information that will assist in the pole location.
  - Measured wall thickness of pole in four directions (N, S, E & W).
  - Overall pole condition assessment by rating system. Rating system must be approved by City.
  - Poles should be grouped based on the condition rating system; worst to best condition.
  - Spreadsheet delivered on CD (3 copies).

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

**SCOPE OF WORK**

Perform inspection of street light poles as directed by Client and as outlined below. Client to provide 1/4 section maps showing the location and number of poles. The majority of poles will be in residential areas.

PNL's technician will collect maps at Client's designated location. All maps with poles requiring inspection should be provided on the first day. 1/4 sections where poles are to be inspected should be adjacent to each other and are not to be spread out sporadically through the town or city.

We will work 1/4 sections inspecting from pole to pole as follows:

Determine which poles on 1/4 section maps provided require inspection. These should be indicated by the Client. If there is no indication, inspect the pole as follows:

If the pole is embedded in concrete and there is no rust evident. Record the pole number, measure the wall thickness just above the concrete as indicated below. Shake the pole to make sure it is stable. Record the ground condition as "Concrete".

Determine the visual assessment of surface rust prevalence on the pole. Identify and record poles that should be painted due to the adverse appearance of surface rust only.

If there is tape above the pole and in good condition do not dig. Record the pole number. Measure the wall thickness just above the taped area as indicated below. Shake the pole to make sure it is stable. Record the ground condition. Write "taped" in the remarks.

If there are large stones around the pole move them away to reveal the ground condition. If there is tape above the ground and in good condition do not dig. Record the pole number. Measure the wall thickness just above the taped area as indicated below. Shake the pole to make sure it is stable. Record the ground condition. Write "taped" in the remarks.

If the pole is fiberglass, record the pole number. No thickness is required. Excavate around the pole approximately 2-4 inches and inspect for deterioration. Do not do an impact test. If there are any holes or soft areas, fail the pole by writing "FAIL" in the impact column on the report.

If there is no tape or the tape is deteriorated and the pole is rusted follow the procedure below:

Measure the baseline thickness one or two feet above the ground on the North, South, East, and West sides where there is no rust using an ultrasonic thickness method that eliminates the paint thickness (echo to echo mode). We will use Olympus 37DL Plus or 38DL plus instrumentation, which is state of the art.

Remove top soil four to six inches to expose rust, subterranean pole surface.

Wire brush/scrape away rust to remove scale, rust, and dirt.

Perform an impact test on the in the area where the rust was present. If the hammer penetrates the pole wall it is to be rejected and the Client is to be notified by the end of the day.

If the pole passes the impact test, record the depth of external pitting using a pit gage on the North, South, East, and West sides. Measurements shall be made to 1/64".

Record the inspection on a data form provided by PNL. In addition, document current rust condition for all passing poles.

All failed poles shall have the address recorded, spray paint around the pole at the base.

The PNL Project Manager will be Alexander Zuran III, P.E., ASNT Level III, No. 14518. Data will be reviewed and the final report stamped. All data will be presented on a spreadsheet with conditions assessment made for each pole. Updates will be provided regularly based on 1/4 sections completed.

#### REPORTING

Spreadsheet reports will be generated from field work sheets. Work sheets will be discarded once the final review is completed by the PNL Project Manager (PM). If there are any questions or discrepancies on the final report, the PNL PM shall be contacted for disposition. Reviewed and approved reports will be submitted electronically to the Client's specified distribution list in PDF format. The reviewed reports may be either handwritten or typed. Approved reports will also be submitted with invoicing, either electronically or hard copy as directed by Client. Client also takes responsibility to review the content of the reports for accuracy and to report any discrepancy in a timely manner to the PNL PM.

**EXHIBIT C**  
**Services Agreement**

**SCHEDULE**

We anticipate it will take approximately 4 months to complete the work using two technicians once notification to proceed is given.

**EXHIBIT D**  
**Services Agreement**

COMPENSATION

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$99,966.00.

**DETAILED PROJECT COMPENSATION**

PAY ITEM	DESCRIPTION	QTY	PRICE	COST
215S.Poles.dug	Each, Poles that are dug, Non Arterial Streets	4560	\$16.95	\$77,292.00
215S.Poles.nd	Each, Poles that are not dug, Non Arterial Steets	2550	\$8.50	\$21,675.00
211S.QUOTE	Each, Final Report Analysis and Preparation	1	\$999.00	\$999.00
			TOTAL	\$99,966.00