

PROFESSIONAL SERVICES AGREEMENT
SEWER & MANHOLE REHABILITATION PHASE IV
PROJECT NO. 131419

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Primattech, L.L.C., an Arizona limited liability company, ("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 that is more fully set forth in **Exhibit A**, Project (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 professional services ("Services") consistent with best consulting or architectural 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 Professional 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.
- 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 Project 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 Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project 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 development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (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 Project is completed timely and efficiently in accordance with the Project.

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 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 on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

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 for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$467,461 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 in **Exhibit D** 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 identified in **Exhibit D** 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.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

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 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 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 Project.
- 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 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.

8.4 **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 warrant 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.** 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:

Primatech, L.L.C
 Shi-En Shiau, P.E., Principal
 4640 East McDowell Road, Suite 100
 Phoenix, AZ 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 Michael A. Johnson, Engineering Project Manager
 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.
- 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.

13. **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 Project.

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

14.1 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 attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

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

15. **Term.** 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 _____ year, renewable 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 renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16. **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.

17. **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 appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Primatech, L.L.C.,
an Arizona limited liability company



By: Shi-En Shiau
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

This phase of the project is to provide construction administration services for rehabilitating the existing sewer systems at ten locations identified by the City of Glendale.

Ten locations presented below are not all inclusive and the City reserves the right to add to this list or delete selected sections, as necessary.

1. W. Glenn Dr. / N. 52nd Ave., from MH 23-16-005C to MH 23-16-007, 8" VCP, 1,098 LF.
W. Glenn Dr. / N. 52nd Ave., from MH 23-16-011 to MH 23-16-007, 8" VCP, 1,098 LF.
2. W. Butler Dr. / N. 55th Ave., from MH 25-16-021 to MH 25-16-020, 8" VCP, 233 LF.
W. Butler Dr. / N. 55th Ave., from MH 25-16-020 to MH 25-16-019, 8" VCP, 24 LF.
3. W. Northern Ave. / N. 45th Ave., from MH 25-18-027 to MH 25-18-026, 8" VCP, 180 LF.
4. NW. Grand Ave. / W. Maryland Ave., from MH 22-16-003 to 22-15-007, 8" VCP and DIP, 533' LF.
5. N. 68th Dr. / W. Camelback Rd., from MH 19-12-013 to MH 19-12-006, 8" VCP, 159 LF.
6. 7900-7500 Blk N. 59th Ave., Easement from MH 24-14-035 to MH 24-14-030, 8" VCP, 2,327 LF.
7. W. Maryland Ave. / N. 60th Ave., from MH 22-14-012 to 22-14-004, 8" VCP, 750 LF.
8. N. 78th Dr. / W. Missouri Ave., from MH 20-10-106 to MH 20-10-006. 8" DIP sewer siphon 110 LF.
9. N. 63rd Ave. / W. Maryland Ave. Manhole from Manhole 22-14-002C to 22-14-059, 8" VCP, 567 L.F.
10. N. 63rd Ave./ W. Cholla St from MH 30-13-065 to 30-13-064, 8"-VCP 384 feet

This project was performed in three phases. Phase I and Phase II was performed in parallel to each other, which was approved by City of Glendale earlier in the original contract agreement dated 11/24/2014.

Phase I – Sanitary Sewer Systems Evaluation;

Phase II – Design Services;

Phase III – Construction Administration Services (to be performed under this contract).

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See attached

EXHIBIT B

CITY OF GLENDALE

SEWER & MANHOLE REHABILITATION PHASE IV

CONSTRUCTION ADMINISTRATION

SCOPE OF WORK

PROJECT NO.: 131419

PRIMATECH PROJECT NO.: GLE029

Wednesday, January 4, 2017

Exhibit B

SCOPE OF WORK

Work performed under this contract is generally described herein. The following tasks generally define work performed under this contract and as a reference within documentation attached hereto.

PHASE 1000 CONSTRUCTION SERVICES

TASK 101 PRECONSTRUCTION CONFERENCE

The CONSULTANT shall provide the following services:

Review the CONTRACTOR's preliminary construction documentation and prepare a memorandum that summarizes CONSULTANT review comments for the following items:

1. Construction Schedule
2. Quality Control Plan (QCP)
3. Preliminary schedule of Shop Drawings and sample submittals
4. Construction Management Plan (CMP) and Critical Path Analysis
5. Cash Flow Report
6. Review overall consistency of planned content with project schedule

Review pre-construction CONTRACTOR submittals:

1. City will review Traffic control plan,
2. Contractor will secure SWPPP,
3. Contractor submittals for "long lead" items, such as utilities
4. ADOT encroachment permit requirements

Prepare Project Control Manual for internal document control and setup an FTP site for posting administrative items.

Provide the following preliminary services for the pre-construction conference:

1. Coordinate with CITY to determine pre-construction attendee list and invitations.
2. Coordinate pre-construction meet time and location with CITY and attendees.
3. Review pre-construction meeting agenda and provide feedback.

Attend pre-construction conference with the CONTRACTOR and SUB-CONTRACTORS, CITY of Glendale staff, utility companies, on-call material testing company, and others affected by the construction.

1. Establish a working relationship and understanding among each party regarding Work involved to complete this project within an established time frame. Discuss additional procedures and time required for utility companies to identify the required process to initiate job coordination and complete any work to avoid conflicts during construction. Establish and verify contact information used for the duration of the project.

2. Briefly discuss the schedule, submittal procedures, and overview of management policies, and documentation of records.
3. Procedures for handling Shop Drawings and other submittals.
4. Processing Applications for Payment and maintaining required records
5. Change order procedures and processing.
6. CONTRACTOR to submit drawing to Survey Section of CITY of Glendale to establish reference points.
7. Discuss public outreach program that will include the following:
 - i. Hotline to be created and content of message.
 - ii. Establish protocol used to mitigate safety concerns, accessibility issues, and unique public circumstances
 - iii. Coordinate mailing of letters and content
 - iv. Determine notification intervals to residents and delivery methods.
8. Assist CONTRACTOR to establish a Quality Control Plan for testing of materials and ensure conformance to applicable specifications and plans, as approved by the CITY.
9. Discuss quality assurance administrated by the ENGINEER.
10. Determine a Notice to Proceed Date.

Prepare and distribute pre-construction conference meeting minutes. Address any action items remaining and follow-up.

TASK 102 CONSTRUCTION ADMINISTRATOR & RESIDENT ENGINEER:

The CONSULTANT shall furnish the following services of a Construction Administrator and Resident ENGINEER that conforms to the City's system of administration, under the direct supervision of the CITY's Project Manager.

1. Maintain a *document file tracking system* for all CONTRACTOR submittals, RFIs, change order requests, correspondence, and other project-related documents.
2. Provide a quality acceptance program that establishes methods for inspection and acceptance testing applied in the field and monitored in the office
3. Evaluate CONTRACTOR submittals for extra cost work and make recommendations to the Project Manager, as appropriate.
4. Provide technical support for engineering research needed to verify and address any issues discovered during construction.

TASK 103 CONSTRUCTION SCHEDULE REVIEW

Construction schedule review is required to assure a timely execution of work required to complete the project and coordinate with other utilities and Sub-consultants work. Make sure the times for construction are appropriate for the time that work is scheduled. Verify work dependent on the CONTRACTOR's schedule that may include the public notification and utility relocations or temporary power pole support. Deviations from the construction schedule may be costly to the City, Contractor, or adversely impact the public. Therefore, review of the construction schedule shall be closely monitored relative to work completed and when work will be complete. A summary of schedule conformance is to be included in the monthly report. CONSULTANT will issue any necessary correspondence to insure the CONTRACTOR remains on schedule.

TASK 104 DOCUMENT SUBMITTALS & REVIEW

The CONSULTANT will maintain a *submittal log* showing dates of submittal, transmittal action to other sub-CONSULTANTS, dates of return and review action. Copies of the log shall be furnished to the CITY and the CONTRACTOR monthly. The ENGINEER 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 ENGINEER will receive and review (for general contents as required by the construction documents) maintenance and operating schedules and instructions, operation and maintenance manuals, and guarantees and certificates of inspection, which are to be assembled by the CONTRACTOR(s) in accordance with the construction documents. Review CONTRACTOR submittals and requests for information (RFIs) for completeness with clear and concise descriptions of information required. The ENGINEER shall be responsible for monitoring the timely processing of RFIs in the Project so that the overall Project schedule is maintained. If a response to the CONTRACTOR's request is not determined in a timely manner, then the ENGINEER will inform the CONTRACTOR in writing an explanation of a reason for delay.

The CONSULTANT review and research all submittals and documentation related to construction and will also:

1. Develop a format for tracking RFI status.
2. Inform the City Project Manager of any decision that may adversely affect the schedule or not conform to City Code. Work with additional City staff as needed to resolve conflicts.
2. Issue decisions on RFIs to both CONTRACTOR and CITY Project Manager.

Monitor results from all major material tests, inspections, or at the beginning of important phases of the work. Promptly notify the CITY of any accident related to the Project or failed test results.

Record Manufacturer Operation and Maintenance Manual: Assure that the CONTRACTOR will prepare a record of manufacturer or supplier-furnished operating and maintenance manuals that reflects the intent of design and the manufacturer's installation, operational and maintenance requirements. A copy of all records will be provided to the ENGINEER. A record may be comprised of catalog cuts or manuals for materials or equipment supplied by the manufacturer that demonstrate compliance with the contract documents. It is expected that the CONTRACTOR will furnish manufacturer's manuals prior to installation of the respective equipment. A record of manufacturer operation and maintenance manuals will be maintained by the CONSULTANT as the information is submitted by the CONTRACTOR.

Review Shop Drawings and Test Results: The ENGINEER will receive, review, evaluate and distribute or take other appropriate action in respect to shop drawings, samples, test results and other data that the CONTRACTOR is required to submit. The ENGINEER's review shall be for conformance with the Project's design concept and for 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 the CONTRACTOR(s), or to safety precautions and programs associated thereto.

TASK 105 CONDUCT PROJECT MEETINGS

Conduct *weekly progress meetings* at the job site, as necessary, to effectively plan, implement, complete work, review the current schedule and work progress, and to facilitate the resolution of construction issues.

1. Create and distribute agenda prior to meeting
2. Prepare *minutes of the meetings* for distribution to the attendees and other affected parties.
3. Provide follow-up research and verification to address action items.
4. Meet with utility companies to coordinate field activity and address any conflict issues.

The ENGINEER shall issue all CITY instructions to the CONTRACTOR; issue necessary interpretations and clarifications of the Construction Contract Documents; have authority, as the CITY's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Construction Contract Documents, and judge of the acceptability of the work there under; make decisions on all claims of the CITY and CONTRACTOR(s) 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 Construction Contract Documents.

TASK 106 CONSTRUCTION & SPECIAL INSPECTIONS

The CONSULTANT shall provide the following services:

Furnish field INSPECTORS, as needed, (with extended work hours proposed by CONTRACTOR) for the purposes of providing *construction inspection* and surveillance of the CONTRACTOR's work for all scheduled operations of construction significant to meeting design requirements and intent. Record quantities in a daily report and ensure that construction conforms to specifications and codes and are installed properly. This includes the following inspection duties:

1. Inspect traffic barricades are positioned per street closure permit with consideration of public safety and convenience, as well as maintaining business ingress & egress allowing safe passage for emergency vehicles.
2. Inspect conformance with Air Quality and Storm Water Pollution Prevention Plan per approved permits.
3. Monitor construction progress by the CONTRACTOR and report any irregularities or non-compliance issues to the CONTRACTOR and the Project Manager at the time of occurrence. The field INSPECTORS, Resident ENGINEER and Construction Administrator will not be responsible for the means and methods employed by the CONTRACTOR to accomplish the requisite project elements. Provide a photographic and/or video record of daily progress and key construction activities, with a date and time stamp, as verification of progress and documented issues confronted in the field.
4. Observe and document field materials and performance tests required by the specifications.
5. Verify locations and elevations, set by the CONTRACTOR, of pipes, manholes, valves, water meters and fire hydrants. Notify the CONTRACTOR and Project Manager in a timely manner of any discrepancies from the plans.
6. Inspect construction operations and material placement by the CONTRACTOR and evaluate conformance with the contract documents. Report all non-conformities of materials, equipment, workmanship and/or performance to the Owner, in writing, within two days of observation and again after correction is made.

7. Coordinate with the CITY of Glendale Right of Way INSPECTOR for required inspection notification of work per contract documents and CITY Codes.

SPECIAL INSPECTION:

Structural Inspections of cast-in-place concrete:

1. Construction of the access risers on the box culvert will require additional coordination and inspections of concrete placement, sampling, and delivery review.
2. An ENGINEER will be onsite to assure placement conditions of structural concrete meets design requirements and procedures outlined in the plans and specifications with observed results summarized in a report, developed by the STRUCTURAL ENGINEER, as required for final inspection approval.

TASK 107 MONTHLY PAYMENTS & CHANGE ORDER REQUESTS

Track daily progress of work and review progress payment quantities with the CONTRACTOR, prior to preparation of the CONTRACTOR's monthly applications for payment. Prepare CITY Form No. 122-5-D for each monthly progress payment in a timely manner. Track the timeliness of progress payments from the date of the approved CONTRACTOR submittal to the issuance of payment by the CITY.

The ENGINEER will promptly consult with and advise the CITY concerning all change order requests and change orders. The ENGINEER will prepare, when requested by the CITY, required drawings, specifications and other supporting data regarding minor changes, change order requests and change orders. The ENGINEER will prepare and submit change order requests explaining the merits of the change and providing a recommendation for the CITY's approval and acceptance. The ENGINEER will negotiate an agreement with the CONTRACTOR as to the scope of work as well as to the cost, time, or both associated with the change in work. The change order shall include a written justification for the cost of the work. The ENGINEER will administer and manage minor changes, change order requests, and change orders on behalf of the CITY. Change orders shall be prepared on a standard form provided by the CITY.

Should a change order request be accepted by the CITY in the absence of an agreement with the CONTRACTOR as to cost, time, or both, the ENGINEER will:

1. Receive and maintain all documentation pertaining to the change order request required of the CONTRACTOR
2. Examine such documentation on the CITY's behalf
3. Take such other action as reasonably necessary or as requested by the CITY.
4. Make a recommendation to the CITY concerning any appropriate adjustment in the construction cost and/or time. Verify any change order for the CONTRACTOR's acceptance and CITY approval

Changes and substitutions shall be limited to the scope of the project as defined by the construction documents or additional work as may be requested by the CITY.

Prepare a *monthly executive summary report* for the Project Manager. Each month, furnish the CITY with the project progress meeting minutes (as the construction contract status report),

describing the progress of the work and the CONTRACTOR's compliance with the approved progress schedule and schedule for shop drawing submissions. At a minimum, the report will include:

Total project cost to date;
Total project cost during the period;
Planned versus actual progress;
Actual and/or potential defaults or violations of the construction documents;
Remedies to the above;
Change order activity summary; and
Other project issues.

TASK 108 – SUBSTANTIAL COMPLETION & PROJECT CLOSE-OUT

The FIELD ENGINEER shall provide the following services to aid the CITY to determine when a sequential *Group of work*, as defined in the specifications, is substantially complete before the CITY will allow the CONTRACTOR to proceed with work on the next segment Group:

Furnish the Project Manager with *final quantities* and a *letter recommending acceptance of the work* based upon the ENGINEER's inspection staff reports and CITY materials acceptance testing reports.

Prepare a *punch list* for the CONTRACTOR's use prior to the final project walk-through. Schedule and conduct a final walk-through with the Project Manager and the CONTRACTOR at the completion of construction. Prepare a *Certificate of Substantial Completion* when appropriate.

Prepare record drawings, in accordance with City of Glendale's 2015 ENGINEERING DESIGN AND CONSTRUCTION STANDARDS (EDCS) Ch 8, from as-built red lines that are clearly legible, as submitted by the CONTRACTOR, in both hard copy and survey points submitted in CAD 2015 format. Full size 24"x36" hard copies shall be provided along with a CD formatted for electronic submittal requirements of EDCS 8.3.

TASK 109 FINAL AND ONE YEAR WARRANTY INSPECTIONS

Furnish the Project Manager with final quantities and a letter recommending acceptance of the work based upon the ENGINEER's inspection staff reports and CITY materials acceptance testing reports.

Conduct warranty inspections and prepare a punch list for the CONTRACTOR prior to the expiration of the CONTRACTOR's warranty period. Submit a final report to the Project Manager. Verify final quantities and as-built data for project close-out.

PHASE 2000 MISCELLANEOUS ALLOWANCE**TASK 201 PRINTING/COPYING COST**

Allowance used for making copies of plans, reports, as-builts, invoices, contract documents, RFI's, and etc. as required for the CONSULTANT to successfully complete the work required under this contract.

TASK 202 DIRECT EXPENSES

This allowance is used to pay for direct expenses associated with delivery, mailing, driving, cellular communications for two phones with voice and data capabilities, etc.

TASK 203 VEHICLE (INSPECTOR ONLY) W/ MILEAGE INCLUDED

This allowance cost covers the expenses associated with owning and maintaining an company operated vehicle for use during which time construction inspection activities are required. No mileage will be billed to the City for use during this time, as required, for inspection work. This cost does not include the cost for the Project Engineer or Project manager to travel to the site or to meetings.

TASK 204 OWNER'S CONTINGENCY

Contingency is allocated for the sole purpose of reimbursing the CONSULTANT for any unforeseen work that was apparently unnecessary at the time of the fee negotiation or for any additional work that may be requested by the CITY of Glendale (COG).

No work anticipated for reimbursement under this task item shall be initiated by the CONSULTANT until the CONSULTANT and the COG Project Manager agree on the scope and cost to perform the additional work. The CONSULTANT shall prepare and submit to the COG Project Manager a cost itemization and summary for the additional work. The COG Project Manager shall review and approve any additional work prior to CONSULTANT proceeding. Any portion of the stated sum not expended remains the property of the CITY of Glendale. Additional services associated with the project, including services normally furnished by the OWNER and services not otherwise provided for in this scope of services, shall be provided by the ENGINEER, if requested by the OWNER.

PHASE 3000 SUBCONSULTANTS

TASK 301 STRUCTURAL INSPECTION

This fee is intended for use to hire a sub-consultant to perform as the structural inspector of all structural work performed on the access risers and culvert modification at Segment 8.

A final structural inspection report will be prepared and submitted by the STRUCTURAL ENGINEER, as a SUBCONSULTANT, to the CITY and CONTRACTOR for all observed structural work at Segment 8.

NSB Group of Gannett Fleming, Inc. (NSB-GF) is referred to as the Structural Sub-consultant herein. NSB-GF will provide structural construction administration and special inspection for the Sewer and Manhole Rehabilitation Phase IV, Project No. 131419. The construction consists of passing a new gravity sewer pipe through an existing BHOC double 9'x9' box culvert.

Submittal Review Schedule is as follows:

1. Structural Reinforcing Steel Shop Drawings
2. Review Concrete Mix Designs and curing compound
3. NSB-GF will review test results for concrete cylinders
4. NSB-GF will not review formwork
5. Post installed anchors and reinforcing
6. Pre-engineered ladder shop drawings and calculations signed and sealed by an Engineer registered in the State of Arizona.
7. Pre-engineered hatch shop drawings

Administrative Tasks include:

1. NSB-GF will attend Construction meetings when invited.
2. No Site visits are scheduled beyond Structural Inspection Tasks.
3. Interpretation and Clarifications
4. Respond to contractor's questions. The number of RFIs is limited to 4
5. Record Drawings
6. NSB-GF will pick-up Contractor's redlines for Record drawings.
7. Special Inspections

NSB-GF will perform the following special structural inspections:

1. Adhesive Anchors
2. Concrete reinforcing
3. NSB-GF will perform the concrete reinforcement for select structures as per Task 106 Special Inspection
4. Primatech will perform all concrete placement inspections and provide NSB-GF the inspection reports weekly.

Compensation and Payments

Work shall be billed on an hourly basis. NSB Group of Gannett Fleming Inc. proposes to perform the structural discipline services described above for Cost Plus to a Maximum compensation listed in the cost proposal attached as Exhibit D.

TASK 302 PUBLIC RELATIONS & PUBLIC OUTREACH

The CONSULTANT shall provide work under this section using a Sub-consultant, referred to as Central Creative.

Central Creative will provide the following services:

1. Project Kickoff/Preconstruction Meeting: assume this will occur immediately upon notice to proceed, so specific information can be obtained for Construction Notification.
2. Design, Print, and Mail Initial Construction Notifications for impacted residents and businesses (approximately 400 total notifications covering all 10 sites). Notices will be hand delivered and mailed. Notification will be provided to City for website posting, as appropriate.
3. Project Hotline: Construction Notification will include a telephone hotline number and Central Creative will answer, respond (in coordination with City and Contractor as necessary), and document calls.
4. Weekly meetings, including any needed interim notifications (e.g., service interruption notices, property access needed notices, traffic control notices, etc.)— assume 40 meetings and 12 “additional” notifications (in addition to initial Construction Notification identified in Task 2), each time hand delivered to impacted properties. Contractor will be responsible for hand delivery. Central Creative will design and print the notifications and provide to Contractor for delivery. The City PM and/or City Inspector will verify need to attend weekly meetings and approve all notifications.

Refer to costs associated with these services in attached Exhibit D.

PHASE 4000 OTHER ADDITIONAL SERVICES

TASK 401 EXTENDED SERVICES FOR EASEMENT AND PROPERTY OWNER AGREEMENTS

The CONSULTANT provided additional services after submittal of the final approved plans. These extended tasks included the following:

1. Additional easement revisions and Phase I ESA updates in segment 6 and segment 9
2. Additional coordination with the Owners along segments 6 and 9 for agreements including numerous letters, searching owner contacts and site visits to each property to negotiate agreements for the City prior to construction.
3. Coordination with South West Gas for relocations on Northern and Orangewood, continued effort to provide drawings with revisions, coordination of relocation schedule, and cost estimates between Southwest Gas and the City, and design revisions.
4. The Electrical requirements & the Impact to the power poles we had to completed to relocate Segment 3 and the cost and procedures for Segment 9 power pole protection with APS
5. Per SRP request on an new irrigation line constructed that was previously unknown and was not surveyed, Primatch needed to field verify inverts, adjust the old SRP datum to the new 1988 datum, in order to adjust adequate clearance from the new sewer to the SRP irrigation on Northern.

The costs associated with these extended tasks are listed below in Table 401.1, for task completed outside of the scope of work.

TABLE 401.1 EXTENDED SERVICES

1. Easements Revisions and Phase I ESA updates	5,020.60
2. Additional coordination with Owners to fulfill agreements	3,720.00
3. Southwest Gas relocation on Northern and Orangewood	12,772.46
4. Electrical Requirements, Power poles relocation impact and protection	6,780.84
5. Surveyed new irrigation lines, field verify inverts and incorporate to previous SRP datum	<u>11,740.84</u>
ADDITIONAL SERVICES TOTAL	40,034.74

TASK 402 PHASE 1 ESA UPDATE

Additional services also included as a required update to the initial Phase I Environmental Site Assessment(ESA) for new sewer easements being declared along the alignment for Segments 6 & 9. The time elapsed the 180 days required for a valid submission of the Phase 1 ESA along each segment. This update included revisions to initial easement definitions and changes in property Owners during this time. The City requirements were also expanded to include 3 additional properties, to receive new easements, along Segment 6.

See attached Schedule D for costs associated with this service.

The CONSULTANT shall provide additional services during construction made necessary by:

1. Work damaged by flooding or other causes during construction, not caused by the ENGINEER
2. A significant amount of defective or neglected work by the CONTRACTOR
3. Prolongation of the contract term of any prime contract, caused by the CONTRACTOR or other factors
4. Acceleration of the progress schedule involving an extension of services beyond normal working hours not caused by the ENGINEER
5. Default by the CONTRACTOR
6. Additional surveying or materials testing services

The OWNER and CONSULTANT agree that there may be certain additional or extended services required to be performed by the CONSULTANT during the contract period that cannot be defined sufficiently at the time of execution of this contract. Such services shall be authorized in writing. The CONSULTANT will be compensated for any additional services rendered above

It is understood that if additional services are rendered by the ENGINEER and these services are the results of negligence or wrongful conduct by the ENGINEER, then the ENGINEER shall not be entitled to additional compensation for such services.

EXHIBIT C
Professional Services Agreement

SCHEDULE

The construction administration services duration will be based upon the notice to proceed to the general contractor until the closeout documents are delivered to the City of Glendale. The construction completion schedule is 300 calendar days.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursement expenses.

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 \$467,461.00.

DETAILED PROJECT COMPENSATION

See attached.

**EXHIBIT D
CONSTRUCTION ADMINISTRATION SERVICE FEES**

**Sewer & Manhole Rehabilitation Ph IV Project
City of Glendale
131419
(rev. 01/04/17)**

TASK DESCRIPTION*		TOTAL FEE
PHASE 1000 CONSTRUCTION SERVICES		
101	PRECONSTRUCTION CONFERENCE	\$ 5,840
102	CONSTRUCTION ADMINISTRATOR & RESIDENT ENGINEER	\$ 9,720
103	CONSTRUCTION SCHEDULE REVIEW	\$ 4,080
104	DOCUMENT SUBMITTALS & REVIEW	\$ 51,924
105	CONDUCT PROJECT MEETINGS	\$ 48,896
106	CONSTRUCTION & SPECIAL INSPECTIONS	\$ 162,112
107	MONTHLY PAYMENTS & CHANGE ORDERS REQUESTS	\$ 11,600
108	SUBSTANTIAL COMPLETION & PROJECT CLOSEOUT	\$ 15,264
109	FINAL & ONE YEAR WARRANTY INSPECTIONS	\$ 2,782
Subtotal Fees:		\$ 312,218
PHASE 2000 MISCELLANEOUS ALLOWANCE		
201	PRINTING/COPYING COST	\$ 1,000
202	DIRECT EXPENSES	\$ 1,300
203	VEHICLE (INSPECTOR ONLY) w/ mileage incl	\$ 6,000
204	OWNER'S CONTINGENCY	\$ 60,000
PHASE 3000 SUBCONSULTANTS		
301	STRUCTURAL INSPECTION	\$ 13,601
302	PUBLIC RELATIONS & PUBLIC OUTREACH	\$ 27,208
PHASE 4000 OTHER ADDITIONAL SERVICES		
401	EXTENDED SERVICES FOR EASEMENT, PROPERTY OWNER AGREEMENTS	\$ 40,035
402	PHASE 1 ESA UPDATE	\$ 6,099

\$ 467,461

* Please refer to the enclosed SOW for detailed task descriptions