

PROFESSIONAL SERVICES AGREEMENT
NORTH GLENDALE TRANSIT CENTER
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Dick & Fritsche Design Group, Inc, an Arizona Corporation, ("Consultant") as of the _____ day of _____, 2014 ("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. 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.

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 \$368,784 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, Contractor 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 Contractor, 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 Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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 **Contractor'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 Contractor'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 Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor 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 Contractor'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.

Contractor'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 Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 Subcontractors. Contractor 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 Contractor, the Project or the insurer.

9. **Immigration Law Compliance.**

9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 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.

10.2 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:

Michael Schmitt, AIA
 Dick & Fritsche Design Group, Inc.
 4545 E. McKinley Street | 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 William Passmore
 5850 W. Glendale Ave.
 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.

11. 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.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

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

13. **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 two (2) 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 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. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.
15. **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
Exhibit E	Dispute Resolution

(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: Brenda S. Fischer, ICMA-CM
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Dick & Fritsche Design Group, Inc.,
an Arizona Corporation



By: Michael Schmitt, AIA
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
Professional Services Agreement

NORTH GLENDALE TRANSIT CENTER

Design and Construction Administration Services
North Glendale Transit Center at Arrowhead Towne Center
CITY OF GLENDALE, ARIZONA

BACKGROUND

The North Glendale transit facilities, a transit center and a park & ride, are part of a regional plan to encourage ridesharing to reduce congestion and improve air quality. Currently no formal transit facility(s) exists in or around the Arrowhead/north Glendale area. The City conducted a preliminary planning study in 2007, which identified two facilities collocated on the north site parking area (food court entrance) of Arrowhead Towne Center, located approximately on the northwest corner of 75th Avenue and Bell Road. In 2011 the City obtained the federal funds necessary to move this project forward. The City identified two distinct phases for this project: Phase I (Planning) and Phase II (Design and Construction Services).

Phase I focused on conducting a transit demand analysis, needs assessment, an analysis of alternatives for a transit center/park-and-ride facility(s) in accord with the National Environmental Policy Act (NEPA) requirements and advancing the preferred concept to a 30% planning level design. This phase is complete and two separate locations have been identified for the transit center and park-and-ride facilities. During this phase both sites were determined to be Categorical Exclusions (CE) under 23 Code of Federal Regulations 771.118(c)(9).

The current passenger boarding/alighting location for fixed-route transit services is on the north side of the Arrowhead Towne Center and is served by three local routes. The location has been established to be the permanent Transit Center.

Phase II will focus on the preliminary and final design and construction management of the Transit Center facility.

All phases of this project will utilize federal funds provided by the Federal Transit Administration (FTA). Given the fact that federal funds will be used, the consultant must conform to federal and state regulations. The City of Phoenix (regional federal recipient of FTA funds in Maricopa County) has not established a DBE participation goal for this phase of the project; however they extend to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Consultant will endeavor to comply with the intent of the DBE participation program. This project scope does not qualify for a USGBC LEED rating, nonetheless, the City's goal is to be prudent in utilizing cost effective sustainable strategies in the design and construction of this Transit Center facility.

PHASE II - GENERAL PROJECT ELEMENTS:

- ◆ General Site Civil
- ◆ Site Lighting / Electrical (Wright Engineering)
- ◆ Traffic/Circulation
- ◆ Underground Utilities
- ◆ Landscape Architecture (J2 [DBE])
- ◆ Irrigation Design (J2 [DBE])
- ◆ Drainage
- ◆ Site Amenities
- ◆ Architecture
- ◆ Approx. Two (2-3) 3-D Rendered Views at Completion of Each of Three Design Phase
- ◆ Structural Engineering (PK Associates)
- ◆ Building / Canopy / Solar Related Mechanical, Electrical, Plumbing (Energy Systems Design)
- ◆ Signage / Graphics (Thinking Caps [DBE])
- ◆ Security
- ◆ Survey
- ◆ Soils Engineering Information (Speedie Associates)
- ◆ Protect the magnitude and duration of construction impacts
- ◆ Public Outreach / Notification (Gunn Communications [DBE])
- ◆ Specifications, Quantities and Engineer's Estimate
- ◆ Post Design Services
- ◆ Construction Administration Services

Exhibit B defines the detailed Scope of Work for the Phase II, Design and Construction Administration services to be provided under this contract.

END EXHIBIT A

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Design and Construction Administration Services
North Glendale Transit Center at Arrowhead Towne Center
CITY OF GLENDALE, ARIZONA

SERVICES REQUIRED FOR THE TRANSIT CENTER FACILITY

The proposed services include the preliminary and final design and construction management of the Transit Center facility at the Arrowhead Towne Center in Glendale, Arizona. The property has been previously improved, and it is determined that no additional environmental clearance is required at this site. The majority of required infrastructure exists; this project will expand and modernize transit facilities at this location. The facilities will include an improved bus boarding/alighting platform near the north entrance to the Arrowhead Towne Center (a regional mall) , as well as an improved bus lay-over area along the north side of the property's perimeter roadway. It is intended that the Transit Center facility be designed in a sustainable way, and to be certifiable to the USGBC LEED-Silver level. Actual certification is not a component of this scope.

The Consultant Team will provide preliminary and final design services for the preparation of Plans, Specifications and Estimate for a Transit Center facility that will include bus bays, platform(s), and lighted passenger shelters and amenities and transit ticket vending. Other improvements include replacement of roadway along primary bus route, landscaping and irrigation, shaded layover spaces, pavement markings and signing. Coordination with Macerich, utilities, the City of Glendale, and other agencies within the project area will be provided.

The project will be delivered through three major phases. Based on preliminary design concepts developed through the Phase I Environmental and Site Assessment work, the **intermediate design phase** will provide 60% design to establish circulation patterns, site layout, landscaping, building type and design, and other amenities and enhancements. These findings will be reported in a Technical Memorandum. The **final design phase** will take the recommendations of the Technical Memorandum through 100% and final design to provide permit ready construction documents. In addition, bidding assistance will be provided. The last phase will be the **construction administration phase** where construction administration services will be provided through the completion of the facility.

The proposed schedule for this project is 400 calendar days from Notice to Proceed (NTP) to construction completion.

DESIGN PROGRAM

The Phase I effort has established the capacity and requirements for bus operations, as well as the general requirements for the passenger boarding area. The Transit Center will share common-area property with the Arrowhead Towne Center. The ownership of the Arrowhead Towne Center is developing plans for additional customer amenities in this area. The Consultant shall endeavor to coordinate design efforts for the Transit Center area with the Mall ownership, in order to ensure compatibility with their planned improvements.

Following is the detailed Scope of Work for the design and construction administration services under this contract.

PART 1: DESIGN PHASE SERVICES

TASK 100. PROJECT MANAGEMENT

Federal funds will be utilized for this project. The Consultant shall provide project management services for performance of the contract and shall include all administrative elements required to complete the project including but not limited to attending meetings, preparing minutes of meetings, coordination with the City of Glendale, Macerich, as well as other agencies and consultants, cash flow projection, invoicing, progress reporting, quality control and other administrative functions.

To provide project management and control of the prime contract and all subcontracts, preparation of the schedule, budget, and monthly progress reports. Specific activities shall include the following:

1. **Project Plan:** The Consultant shall complete a project plan within 10 days of Notice to Proceed (NTP), updated as required through the duration of the project. The project plan will include scope, work plan and products, organization and staffing, communication mechanisms, and project standards.
2. **Project Schedule:** The Consultant shall prepare a detailed schedule of project activities, updated as required through the duration of the project. Plan and provide adequate resources to assure schedule requirements are met. Schedule requirements shall incorporate both internal and external milestones.
3. **Invoicing and Progress Reports:** The Consultant shall prepare monthly invoices and progress reports. Documentation will show the hours worked by project personnel and other direct expenses related to the project.
4. **Earned Value Reports:** The Consultant shall prepare Earned Value Reports that compare work accomplished (percent complete) with schedule activities and compare expenditures with original or planned task budgets.
5. **Project Meetings:** The Consultant shall conduct meetings including: one (1) project kickoff meeting; (16) periodic progress and coordination meetings through Construction Document Phase, with the City and with various stakeholders. The Consultant will prepare meeting agendas and meeting minutes for comment and review, and revise and distribute as appropriate. The Consultant will conduct up to three (3) Comment Resolution Reviews.
6. **Project Coordination:** Coordinate with the City, Macerich, APS, other stakeholders and team members as required to retrieve and share project information throughout project design.
7. **Project Standards:** Determine project design standards to be applied as the contract documents are developed. Prepare design criteria document in written, tabular format.
8. **Subconsultant Management:** The Consultant will oversee work of sub-consultants, to ensure ongoing general compliance with the project's contractual requirements, schedule and budget

compliance. The Consultant will also receive, review and submit Subconsultant invoices, and ensure they are paid promptly.

9. **Communications and Document Control:** The Consultant shall be responsible for initiating and leading project communication, including publication of agendas and meeting summaries. As project milestones are reached, the Consultant will assemble the required deliverables from each Subconsultant, and compile comprehensive document submittals for the City, Macerich, utilities and stakeholders as directed by the City of Glendale.
10. **Quality Assurance:** Review of engineering analysis, calculations, plans, specifications and estimate by senior engineers per Consultant QA/QC Manual to assure quality product.

TASK 200. COMPILATION OF EXISTING INFORMATION (Technical Memorandum)

The purpose of this task is to collect, review and analyze all relevant prior studies, reports, supporting technical memoranda developed for the North Glendale Transit Center project. Additionally, the purpose of this task is to assist the client in determining the preferred site design and appurtenances for the Transit Center facility. Determinations shall include bus bays, platform(s), passenger shelters, canopies, lighting, landscaping and irrigation, and layover spaces. The work proposed shall be coordinated with the property owner, Macerich

1. **Data Collection:** The Consultant shall obtain the following existing information from the City of Glendale, and other regulatory agencies that may be involved: reference materials for the project and information on requirements for permitting; as-built information (for the Arrowhead Towne Center site and building (if available); traffic and noise analyses; traffic volume and speed counts as required for alternatives analysis; transit service levels, existing and proposed; transportation plans; ADA services and requirements; design criteria; off-site mitigation requirements; geotechnical reports; review of Environmental Document to ascertain potential stipulations; and City of Glendale and other regulatory agency's requirements, design standards, criteria and details, Macerich' design and construction criteria and all other information or documents pertinent to the project.
2. Create a log of all data compiled for this project.
3. Review and analyze existing data assembled for this project, to determine adequacy and relative accuracy of information. Notify the City Project Manager should there be deficiencies found in the data obtained, or requirement for additional data.
4. Prepare a Project / Utilities Contact List naming all point-of-contact persons for known governmental agencies or departments, utility liaisons, Owner representatives, Consultant and sub-consultant personnel associated with this project. Distribute the Contact List to the entire team. Update the Contact List, as individuals are added or removed from involvement. Include Contractor, once selected.
5. Provide photographic / video-graphic documentation of existing site conditions, for reference during design, and to memorialize current existing conditions before the Contractor begins work.

6. Survey: Macerich, the property owner of the Transit Center site will furnish their available survey information to the Consultant. An allowance has been established within this contract, to cover the cost of any supplemental survey or site surveillance required, beyond what is provided by the property owner. Question: To what level is Macerich's survey information? Does their survey include coordinates (plus/minus 0.10-ft) and elevations (plus/minus 0.05-ft.)?
7. Geotechnical: Perform geotechnical investigation and provide additional information on shelter foundations, pavement design, and other information as required for the design of the Transit Center. The geotechnical information shall include borings, analysis and geotechnical report. Samples from the borings will be tested in a laboratory and design analysis will be performed. Work will include characterizing the subsoil conditions at the site. The City will approve an asphaltic design based on the geotechnical report provided by the Consultant.
8. Facilitate up to three (3) design charrettes with the Property Owner's (Macerich) design team, to ensure the Transit Center design near the entrance to the Arrowhead Towne Center, is compatible with the overall design intent for the entry plaza area.

TASK 300. INTERMEDIATE SITE ENGINEERING (60% DESIGN)

Based on the 30% Planning Concept developed as a part of the previous Phase I Environmental Study, and design input received from Macerich, the property owner, the Consultant shall prepare 60% plans for the preferred site layout and associated appurtenances. Design will incorporate the basic criteria from the local jurisdiction regarding ingress and egress, landscaping, utilities, and other building elements on the site, set-backs, land use codes, and preliminary design for on-site roadway improvements. Plan sheets to be included are: Civil-Site, Landscape, Architectural, Mechanical / Plumbing and Electrical. The scope of work for this effort includes the following:

1. The Consultant will provide Intermediate Engineering Design Plans (60%) that will include all plans required as part of the Preliminary Site Engineering submittal for the City. In addition, the Consultant shall include cross sections, temporary erosion control plan, irrigation plan, electrical plan, signing and striping plans, art details, landscape details, irrigation details, electrical details for any major project elements. The Consultant shall also provide Intermediate Design Plans (60%) for shade canopies near boarding/alighting platform and bus lay-over areas. The plans will include architectural design, as well as structural and electrical engineering.
 - a. The feasibility of utilizing photovoltaic panels or other alternative energy generation may be considered. An allowance amount is established within this contract to cover the cost of that study and/or design, if undertaken.
2. Coordinate the work of our primary sub-consultant (Jacobs) as required to develop civil engineering of the boarding/alighting platform, bus lay-over zone and roadway improvements. In addition, coordinate the design of structural components for canopies, electrical distribution for lighting and passenger amenities and landscape / hardscape design; all prepared by sub-consultants.
3. The Consultant shall review in-progress design information with property owner (Macerich) to confirm project development remains compliant with the overall design intent of their mall entry plaza, and will coordinate with Macerich to identify water supply for the Transit Stop area, for operation of a potential new drinking fountain, as well as power and data for passenger

amenities. It is assumed that a suitable potable water supply and adequate electrical and fiber data is available within close proximity to the Arrowhead Towne Center's north entry plaza area.

4. A Ticket Vending Machine (TVM) is planned at the passenger boarding area of the Transit Center. The device will require data (via fiber optic) and electrical infrastructure. The Consultant will locate and provide mounting details to ensure the TVM is visible, and Accessible to transit users.
5. The Consultant shall provide draft specifications for all major construction elements, including but not limited to, earthwork, asphalt concrete paving, cement concrete paving, water supply system, storm water system, sanitary sewer system, irrigation system, landscaping and transit patron shelters. The Consultant will clearly identify the specific items requiring the City's review and approval, such as types of shelter structures, electrical fixtures to be used, pavement materials, types of irrigation equipment, etc.
6. The Consultant shall provide an itemized project cost estimate with unit prices, quantities, and total cost.
7. The Consultant shall provide the Final Technical Information Report (TIR) that includes description of pre-existing conditions; drainage calculations, and recommended drainage collection revisions, modifications, detention and treatment systems, etc., as required for the facility.
8. The Consultant shall provide preliminary pavement calculations that include all data used in the pavement calculations and analysis.
9. The consultant shall provide structural calculations and preliminary design details for all major structural elements, which include the passenger and bus canopy structures.
10. The Consultant shall provide preliminary energy-use calculations, and lighting calculations. Lighting calculations to include lighting criteria, lighting data for equipment, and lighting calculations and foot-candle plan including the photometric plan. Because this is not an enclosed building, an "energy model" is not required, and will not be included with deliverables.
11. The Consultant will conduct a utility coordination meeting with impacted utilities, and will provide each utility with the 60% Intermediate Design (pdf format).

INTERMEDIATE 60% DESIGN SUBMITTALS (2 full-size sets + 4 half-size sets)

The initial design shall consist of the preparation of intermediate plans (60%) including drawings, engineer's estimate and draft specifications for review and approval by the City of Glendale. All plans shall be 30-scale full size at 24"x36" or 60 scale half size at 12"x18". Provide a 60% Design Cost Estimate in sufficient detail to show the project is within budget. The submittal must include the Preliminary Drainage Report. Work is to be at a sufficient degree to describe the project as to functional civil and electrical systems, landscape, architectural elements and associated engineering, material and other elements. The submittal must show all site improvements and components; and:

1. Submit all drawings and information from all disciplines;
2. Illustrate the scale and relationship of project components;
3. Summarize geotechnical survey including soils analysis for landscaping;
4. Provide preliminary cost estimate for the design concept;
5. Review with the City the cost estimates;
6. Present plant material palette;
7. Present hardscape and vertical site elements' material and color palette, including selection of selected site furnishings; and
8. Present architectural material and color palette.
9. Prepare site rendering and (3) rendered 3-d views (low detail).

Preparation of the technical specifications for construction shall include:

1. Technical specifications for construction materials
2. Utilize the City Supplemental General Conditions, Special Provisions, and Bidding Documents. The City Project Manager must approve any modifications to these documents in writing.
3. Tabulate construction quantities and bid schedule in the City of Glendale format
4. Submit the preliminary plans and specifications for utility company review

TASK 400 100% & FINAL DESIGN

The Consultant shall provide written responses to comments made by the City after the 60% Review and incorporate them into the plans as requested. Preparation of the 100% Design drawings submittal shall reflect incorporation of the Pre-final Design drawings review comments and includes the following:

1. The Consultant shall provide Complete Plans (100%) that include all drawings necessary for complete design of the Transit Center facility. Drawings will include all plans required as part of the (100%) Design submittal and shall include coversheets identifying drawing index, vicinity maps, and location maps; civil details; drainage and utility details, landscaping details, signing and striping details; plumbing, data/communication and electrical details. All plan views, elevations, cross sections, profiles, and details necessary for construction of the facility shall be included in this submittal.
2. The Consultant shall provide complete specifications that include all technical sections for complete construction documents. All specification sections necessary for construction of the Transit Center facility shall be included in this submittal. The plans and technical specifications must be consistent with the City's format.
3. The Consultant will conduct a final design coordination meeting with the property owner (Macerich).
4. The consultant will prepare final design and coordination as required for installation of the TVM.
5. The Consultant will provide final project specifications, suitable for permit review and bidding.
6. The Consultant shall provide an itemized project cost estimate with unit prices, quantities, and total cost.

7. The Consultant will provide an update to the project schedule, to ensure milestones remain within reach, and if not, will suggest a schedule recovery strategy.
8. Provide a final drainage report. [Technical Information Report (TIR)]
9. The Consultant shall submit a Final Geotechnical Report that includes addenda to the original report (if any).
10. The Consultant will provide final structural calculations to in support of foundation and framing drawings and details utilized for this project.
11. The Consultant will provide final energy and lighting calculations and photometrics reflecting final fixture selections.
12. The Consultant will conduct a final utilities design meeting, and furnish 100% plans (pdf format) to each affected utility.
13. The consultant will provide written responses to comments from the permitting agencies, the City and others and incorporate them into the plans and specifications as requested.

100% / FINAL DESIGN SUBMITTALS (8 full-size sets + 4 half-size sets)

Based upon the approved 100% / Final Design, the Consultant will provide the final plans, specifications and documents necessary for permits, and to bid and construct the facility.

1. After the City's and other appropriate agencies review and approval, the Consultant will finalize the drawings and documents in preparation of the construction bidding process. The work will include the preparation of technical specifications and special requirements for the project. Provide a detailed final cost estimate.
2. Prior to the Final Design Submittal, the Consultant shall perform an interdisciplinary design coordination review using final design transparencies to eliminate conflicts to verify adequacy of space and to ensure consistency of dimensions and completeness of work.

FINAL BID DOCUMENTS SUBMITTALS (7 full-size sets + 4 half-size sets)

The final design phase will include the final design drawings, specifications, engineer's estimate and contract documents.

1. Submit seven (7) sets of full size (24"x36") and four sets of scalable half size (12"x18") signed and sealed construction plans, specifications, cost estimate and construction drawings to the City's Development Services for review. The Consultant shall provide all prior red-line documents with the submittal. Timely reviews will be coordinated by the City's Development Services. The Consultant shall submit final plans to the utility companies for final review. After the final plans have been approved and are permit ready the Consultant shall submit two sets of full size (24"x36") signed and sealed construction plans to the City's Development Services for permit purposes.
2. The Consultant shall address any final review comments and provide the City with documentation of acceptance from the utility companies and other agencies.

3. The Consultant shall provide one set of approved, signed and sealed plans in PDF electronic format for reproducible bidding sets. The Consultant will also provide the specifications and contract documents in Word electronic format for incorporation into the final bid documents by the City. The final documents will become the property of the City of Glendale.
4. The Consultant shall provide a final "conceptual" construction schedule. The ownership of Arrowhead Towne Center will require that all construction work is complete by November 13, 2015.
5. The Consultant shall provide final pavement calculations that include all data used in the pavement calculations and analysis.
6. The Consultant shall provide final lighting calculations that include lighting criteria, lighting data for equipment, and lighting calculations and foot-candle plan including the photometric plan.
7. The Consultant shall provide final irrigation calculations that include actual pressures for existing lines, flow rates for equipment and irrigation distribution.

PART 2: BID PHASE SERVICES

TASK 500 BID PHASE SERVICES

The Consultant's preparation of the Final Bid Documents submittal shall include:

1. Review to determine all FTA required processes have been followed, including construction clauses.
2. The City will provide the bid-ready final construction documents necessary to bid and construct the facility. The City will advertise the project for bidding.
3. The Consultant shall provide Final Specifications that include all specification sections incorporating all comments from the City and permitting agencies in a form that is consistent with the City's format.
4. The Consultant shall provide Final Engineer's Cost Estimate revised to reflect any changes in the design of the project or market conditions, if appropriate. It will be prepared in a form that is consistent with the City's format.
5. The Consultant shall conduct a Pre-bid meeting and site-visit for interested bidders.
6. The Consultant will assist City with answering bidder questions.
7. The Consultant will provide written content for Addenda, to be issued to bidders by the City.
8. Review of bids and bidder's qualifications and preparation of a written recommendation for contract award.

PART 3: SUPPLEMENTAL – CONSTRUCTION PHASE SERVICES**TASK 600 POST-DESIGN SERVICES**

Post-design services shall be included in the contract as supplemental services and shall include but not be limited to the following services during construction:

1. Respond to questions from the City and Contractor regarding design related issues.
2. Review field changes in design for compatibility with the original design.
3. Provide additional design services requested by the City.
4. The Consultant will review Value Engineering proposals, for compliance with design intent.

TASK 700 CONSTRUCTION ADMINISTRATION SERVICES

Upon acceptance of the contract award for the construction of this project, the Consultant shall provide construction administration services. Construction administration services shall be included in the contract as supplemental services. The Consultant will serve as the City's Construction Administrator and on-site representative,. The services involved shall include but are not necessarily limited to the following:

1. Construction Phase Project Management: This includes continuation of the tasks outlined in Task Group 100, into the construction phase of the project.
2. Pre-construction Conference: Conduct a pre-construction conference with the Contractor, the City, and other interested parties prior to issuance of the Notice to Proceed. The City will notify all interested parties and affected utilities of the date and time of the pre-construction conference to be held at City Hall. In addition to conducting the meeting, the Consultant will take minutes and issue them to all attendees. Quality Acceptance: At the pre-construction conference, the Consultant shall designate an independent construction material testing firm and qualified employee as the quality assurance manager to be responsible for monitoring the quality of the construction materials. The quality assurance manager shall be a full time employee of the independent construction material testing firm and shall be on the project site during all construction activities requiring quality assurance testing.
3. Daily Construction Inspection (Optional by Allowance): For the assumed six (6) month construction duration, the Consultant shall provide a Construction Inspector to be present daily at the site providing oversight and supervision of the contractor for all daily construction activities. Daily Construction Journals and Logs will be maintained to document construction activities and field decisions.
4. Construction Administration Service: During the Construction Phase, the Consultant shall provide Construction Administration services, to include:
 - a. Conduct up to (24) weekly on-site Project Meetings: The Consultant shall conduct weekly construction project meetings, prepare an agenda and minutes of the meeting, and distribute to all attendees. The Consultant will provide weekly updated reports to

- the City Project Manager and City Public Works Department – Transportation Division. The weekly updated reports can be in the form of weekly construction meeting minutes
- b. Coordination of Submittal Reviews: The Consultant shall review the contract documents, prepare a list of all required submittals, and provide the schedule to the Contractor. The Consultant shall maintain a submittal log and coordinate all reviews and any necessary resubmittals.
 - c. Shop Drawing Review: The Consultant shall review and approve all shop drawings.
 - d. Respond to Contractor's Requests for Information (RFI's)
5. Schedule Review and Utility Coordination: The Consultant shall review the Contractor's schedule with particular emphasis on ensuring that reasonable time allowances have been made for work required by the various utility companies, prior to approval. The Consultant will assist in the resolution of any utility conflicts discovered. The Consultant shall initiate any required correspondence to ensure that the Contractor remains on schedule.
6. For the duration of the Construction Contract, the Consultant shall coordinate the efforts required of the Consultant's sub-consultants, by distributing submittals, Requests for Information (RFI's), material test reports etc., as necessary to obtain specialized input required. The consultant shall schedule sub-consultants site visits for observations and/or construction meetings, as necessary.
7. The Contractor shall be required to include Quality Assurance/Quality Control field and laboratory testing, as well as Construction Surveying and Special Structural Inspections. The Consultant shall assist the Contractor with Quality Assurance services (field and laboratory testing of materials and special structural inspections) to monitor results of the independent Quality Control that is provided under provisions of the Construction Contract, as follows:
- a. The Consultant shall assist the Contractor in establishing a Contractor Quality Control Program to ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under the Construction Contract and shall establish an effective level of quality control.
 - b. The Consultant shall identify and coordinate with the Contractor all required acceptance material tests required by the City, project specifications, and consistent with MAG and the UBC. The Contractor shall schedule and coordinate all required tests and provide all necessary source sampling and factory acceptance tests, results, and inspection information to the Consultant for review and comment.
 - c. The Consultant shall bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies shall be forwarded to the City Project Manager for review. The Consultant will report any construction related problems, conflicts or discrepancies, and will recommend remedial actions, but shall take no action involving additional costs and/or schedule extensions without the prior approval of the City Project Manager.

- d. The Consultant shall review inspection reports prepared by the Contractor's Special Structural Inspector, and make the City Project Manager aware of any deficiencies noted.
8. Construction Schedule Review: The Consultant shall review the construction schedule with particular emphasis on assuring that reasonable time allowances have been made for the work required. It is critical to the ownership of Arrowhead Towne Center that construction work be completed by November 13, 2015. The Consultant shall observe construction progress and maintain and issue a monthly construction observation report based on information observed. Consultant shall also review construction progress with the Contractor and compare that progress with known activities on the site to the monthly progress pay request issued by the Contractor. Review the monthly progress pay request and submit comments and/or recommendations to the Contractor and the City for their action. The final monthly pay requests will be approved and processed by the City.

The Consultant will prepare a Contractor Schedule Review statement. The Contractor Schedule Review statement must be signed by the Consultant and submitted to the City Project Manager for approval. All updated schedules must be reviewed and approved prior to issuance of monthly progress payments to the Contractor. The Consultant shall initiate any required correspondence necessary to assure the Contractor remains on schedule.
 9. Special Inspections: The Consultant shall coordinate with the Contractor as required for provision and execution of all special installation inspections. In addition to the special inspections required by the City's Building Safety Department, the special inspections shall include roofing and structural inspections. Special inspections shall be performed during installation by a qualified professional, certified or registered by the State of Arizona.
 10. Landscape Inspection: A qualified Landscape Architect shall inspect and approve plant material at the source, inspect the soil preparation and planting, inspect and test the irrigation and sprinkler system, and monitor the landscape during the plant establishment and two-year guarantee period. The Landscape Architect will coordinate the activities required.
 11. Value Engineering: The Consultant shall review and make recommendations on any value engineering proposals the Contractor may submit during the project. No value engineering proposal shall be implemented without the prior approval of the City Project Manager.
 12. Change Order Requests: The Consultant shall review and make recommendations on all change order requests from the Contractor. No change order shall be implemented without the prior approval of the City Project Manager. The Consultant shall prepare all necessary documents and submittal to the City for Council approval.
 13. Final Inspection and Payment: The Consultant will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City and a representative from each sub-consulting discipline, a final inspection and prepare a final punch list including all items remaining on the deficiency list as well as any additional items discovered during the final inspection. Subsequent inspections shall be anticipated in order to ensure completion of all identified deficient items.

14. **Project Closeout:** The Consultant will compile a list of required final submittals, including, but not necessarily limited to: record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Consultant shall review the project closeout documents for final approval.
15. **As-Built Drawings:** The Consultant shall prepare record as-built drawings of the completed work based on mark-ups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work. The Consultant will provide one compact disk (CD) with AutoCAD files (seal not required), and one compact disk (CD) with the drawings in PDF format, including seal and signatures of the architect/engineer of record.
16. **One-Year Warranty Inspection:** The Consultant will conduct, with the assistance of the City, a one-year warranty inspection. The Consultant will prepare a punch list of deficient items discovered during the one-year inspection. The Consultant shall anticipate subsequent inspections in order to ensure completion of any identified deficient items discovered during the one-year inspection.

PART 4: PUBLIC INVOLVEMENT

TASK 800 PUBLIC INVOLVEMENT

1. The Consultant shall participate in (1) presentation of the preferred concept to Glendale City Council.
2. The Consultant will participate in presentation of the Transit Center design, at the City of Glendale 2015 GO Public Open House event.
3. The Consultant will prepare periodic updates on the progress of the Transit Center design and construction, and will furnish this as content to the City of Glendale for inclusion on the project web-page.
4. The Consultant will prepare three (3) periodic newsletters during design and construction phases for distribution to transit riders.
5. Prepare two (2) onboard bus passenger notices regarding bus stop temporary relocation construction notice and notice of opening of transit facility. Print total of (2,000) notices (1,000 ea. distribution) in B&W on colored paper and provide to local bus operations facility for routes, as well as to mall management.
6. Work with City of Glendale PIO and transit office to coordinate groundbreaking ceremony and grand opening event, prepare invitations and news releases for electronic distribution of City of Glendale. Include refreshments. City to provide shovels for VIPs.
7. Attend project progress meetings (5 total), project coordination & administrative. Includes B&W meeting handout copies.

8. Update contact list and prepare final public involvement report to outreach activities. Includes printing final report.

CONTRACT ELEMENTS

PROJECT SCHEDULE

1. The North Glendale Transit Center is expected to open for operation November 13, 2015. As part of the consultant contract, a detailed project schedule through design and construction will be updated monthly with notations of events impacting the project schedule.
2. The project schedule outline shall be consistent with the numbering and tasks defined in this Scope of Work and fee proposal. The CONSULTANT shall prepare a significant event calendar within fourteen (14) days of NTP with schedule task items. The initial schedule (Target/Baseline Schedule) should show the original data date with initial completion date as a reference. One copy of the original overall schedule with original time line and data date will be submitted at the project kick-off meeting. Provide two full size copies, min 22x34, general timeframes for participant, agency and public meetings, and submittal milestones shall also be provided. The CONSULTANT shall update the cost and schedule monthly to keep it current, showing comparison with the Target/Baseline Schedule, and submit with the monthly invoice. The monthly project schedule update report must be submitted on paper copy min 11x17.
3. The Consultant shall provide the City, in the project schedule, a two-week review period for each submittal.
4. The Consultant shall provide the City a separate two-week look ahead list of upcoming tasks.

INVOICES

1. The CONSULTANT shall submit a projection of monthly project billings and Cash Flow Report with the fee proposal. The projected billing and Quarterly Cash Flow Report will be consistent with the tasking of the SOW, the project schedule and the fee proposal.
2. The CITY will provide the format for invoices and progress/status reports. Projected invoices, with progress and status reports will be delivered to the CITY's Project Manager no later than the 25th day of the month. The invoices will be consistent with the tasking of the SOW, project schedule, fee proposal, and projected billing.
3. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and contractor service identified in the approved fee proposal. The percent complete shall be determined by the fully loaded cost schedule and confirmed by the earned value report. The total invoice submitted shall be less than or equal to the earned value report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed the amount due for the current period and the task/project balance.
4. The CONSULTANT shall submit one hard copy invoice to City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301, addressed to the City Project Manager.

5. Invoicing: The Consultant will abide by established FTA and local FTA Recipient (City of Phoenix) procedures, by registering payments received and disbursed to DBE participants into the City's B2Gnow on-line monitoring system.

ALLOWANCE ITEMS

1. The Consultants may be requested to perform allowance items tasks, which are beyond the services normally required for this type of project. Allowance items, if any, will be described in an exhibit, attached hereto. No Allowance items shall be implemented without prior approval of the City Project Manager.

CONTINGENCY ITEMS

1. The Consultants may be requested to perform contingency items tasks, which are beyond the services normally required for this type of project. Contingency items, if any, will be described in an exhibit, attached hereto. No contingency items shall be implemented without the prior approval of the City Project Manager.

CONSTRUCTION COST ESTIMATE

1. Construction cost estimate based on Davis Bacon rates will be submitted for all phases of the project. Further, all guidelines relating to use of Federal Transit Authority (FTA) funds including meeting the DBE requirement of 22% will be adhered to.

SPECIAL PROVISIONS

1. Each subconsultant will develop Special Provisions associated with their work.

SPECIAL FEATURES

1. Each subconsultant will provide cut sheets and other examples of materials, fixtures, etc., proposed for the project.

COORDINATION

1. Periodic design meetings will be conducted with the consultant team to coordinate the work.
2. The consultant team will meet with the City at each phase of the project to discuss review comments and job progress.
3. The Consultant shall require that the contractor provide a minimum 14-day advance notification regarding any construction activity that will detour the transit bus routes at Arrowhead Towne Center, or cause the current boarding/alighting area for transit passengers to be moved to a different area.

JURISDICTIONAL AUTHORITY

1. The consultant team will make application for all necessary permits and comply with all jurisdictional agencies including all coordination meetings.
2. Permit fees incurred will be paid by the City of Glendale, or will be reimbursed if paid by the Consultant.

END EXHIBIT B

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

**EXHIBIT C
Professional Services Agreement**

SCHEDULE

The schedule presented below represents approximate time frames for completion of the Tasks described in Exhibit B, Scope of Work. Our team will work closely with the City of Glendale to refine the schedule as we commence work. The overall schedule duration for Phase II of the project is estimated to require ten (10) months from Notice to Proceed.

ESTIMATED SCHEDULE – DESIGN AND CONSTRUCTION PHASE SERVICES

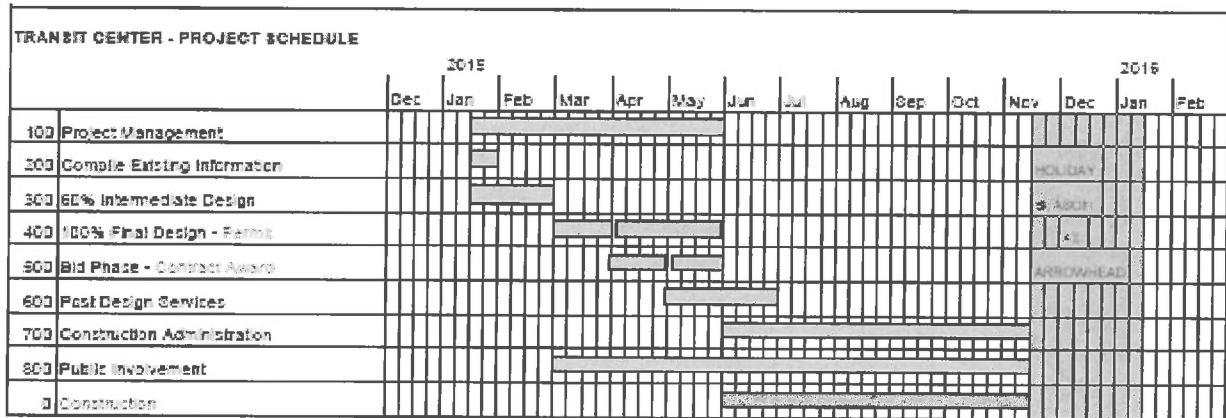


EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By task based upon an hourly rate plus allowable reimbursable 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 \$368,784.00.

DETAILED PROJECT COMPENSATION

See attached.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rate plus allowable reimbursable 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 \$368,784.00.

DETAILED PROJECT COMPENSATION

BASIC DESIGN PHASE SERVICES

Task 100: Design Phase Project Management:	\$48,827.00
Task 200: Compilation of Existing Information:	\$14,863.00
Task 300: Intermediate Design (60%):	\$45,640.00
Task 400: Final Design (100%)	\$44,375.00
Task 500: Bid Phase Services:	\$9,113.00
BASIC DESIGN PHASE SERVICES TOTAL – Not to Exceed	\$162,791.00

BASIC CONSTRUCTION PHASE SERVICES

Task 600: Post Design Phase Services	\$4,205.00
Task 700: Construction Administration Services	\$81,788.00
BASIC CONSTR. PHASE SERVICES TOTAL – Not to Exceed	\$85,993.00

SUPPLEMENTAL ALLOWANCES

Allowance – Reimbursable Expenses	\$20,000.00
Allowance – Task 800 – Public Involvement Allowance	\$20,000.00
Allowance - Owner Contingency	\$10,000.00
Allowance – Supplemental Survey	\$ 10,000.00
Allowance – Full-time Construction Inspection	\$40,000.00
BASIC CONSTR. PHASE SERVICES TOTAL – Not to Exceed	\$120,000.00

PROJECT TOTAL - Not to Exceed **\$368,784.00**

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.