

**PROFESSIONAL SERVICES AGREEMENT**

CIP #161729

95th Avenue Extension - Final Design

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Kimley-Horn & Associates, Inc., a North Carolina Corporation, authorized to do business in the State of Arizona, ("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 \$317,945 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 \$2,000,000.00 for each claim and a \$2,000,000.00 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. **Notices.**

- 11.1 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.

11.2 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:

Chris Woolery, P.E.  
7740 N 16<sup>th</sup> St, Suite 300  
Phoenix, AZ 85020

- 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 Wade Ansell  
5850 West Glendale Ave, 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.

12. **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.

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

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

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



13.2 Interpretation.

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

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

14. Term. The term of this Agreement commences upon the Effective Date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year. 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 Agreement period. There are no automatic renewals of this Agreement.

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

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

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

(Signatures 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

Kimley-Horn & Associates, Inc,  
a North Carolina Corporation

  
\_\_\_\_\_  
By: David Leistiko, P.E.  
Its: Senior Vice President

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

**PROJECT**

This project consists of extending 95<sup>th</sup> Avenue from Bethany Home Road to approximately 700-ft south of Missouri Avenue, and re-striping the existing 95<sup>th</sup> Avenue from approximately 700-ft south of Missouri Avenue to Camelback Road. The new roadway will be a 64-ft wide section with two lanes in each direction, striped median, curb, gutter, sidewalk, and street lighting. This project will include two roundabouts, utility relocations, drainage improvements, traffic signal design, and right-of-way acquisition.

This agreement covers the Final Design phase of the project.

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

**SCOPE OF WORK**

See Attached



**CITY OF GLENDALE  
95<sup>TH</sup> AVENUE: CAMELBACK ROAD TO BETHANY HOME ROAD  
FINAL DESIGN CIVIL ENGINEERING SERVICES**

**SCOPE OF SERVICES**  
**Prepared November 3, 2016**

The Project Scope of Work is generally described as follows:

This project consists of various proposed improvements along 95<sup>th</sup> Avenue from Camelback Road to Bethany Home Road. Specific proposed improvements include:

- Design 95<sup>th</sup> Avenue as a full width typical street section (Modified Typical Section A-2 – 64-ft wide roadway with no raised median and 110-ft right-of-way) from Bethany Home Road to approximately 700-ft south of Missouri Avenue tying into the recently constructed 95<sup>th</sup> Avenue improvements constructed as part of the Copper Cove residential subdivision. The typical street section will have 2 lanes in each direction with a center striped median. Improvements will match the existing residential segment of 95<sup>th</sup> Avenue adjacent to the Cooper Cove residential subdivision. Street improvements include drainage, ITS, and street lighting.
- Two roundabouts will be included in the design. The north roundabout (Montebello Avenue) will be a 2-lane, 4-leg roundabout. The south roundabout (Missouri Avenue) will be a 3-leg roundabout providing access to a potential future Missouri Avenue connection to the freeway to the west. There will be no tie into existing Missouri Avenue to the east.
- Striping improvements include 95<sup>th</sup> Avenue from Bethany Home Road to Camelback Road. Restriping will occur to realign the 95<sup>th</sup> Avenue/Camelback Road intersection lanes with the lanes south of the intersection. Southbound lane configuration at Camelback Road includes exclusive right and shared through/right. Restriping of the north leg at the 95<sup>th</sup> Avenue/Bethany Home Road intersection will also be necessary.
- Signal improvements at 95<sup>th</sup> Avenue and Bethany Home Road include SEC pole improvements, signal heads for southbound approach, and NEC pole improvements to accommodate the northbound approach to the intersection

**Submittals**

Four submittals will be provided as a part of this contract: 30%, 60%, 90%, and Final. Each submittal will consist of electronic PDFs of the submittal documents, including half-size (11x17) and full-size (22x34) PDFs of the plan set. One hard copy of each submittal item will also be provided.

- i. The 30% Plans Submittal will consist of the following items:
  - 30% minimal plan set, showing roadway alignment, pavement marking layout, conceptual traffic signal layout, and preliminary street light layout
  - 30% Preliminary Estimate

- ii. The 60% Submittal will consist of the following items:
  - 60% Plan Set
  - 60% Estimate
  - 60% Technical Specifications
  - Draft Drainage Report
- iii. The 90% Submittal will consist of the following items:
  - 90% Plan Set
  - 90% Estimate
  - 90% Technical Specifications
  - Final Drainage Report
- iv. The Final Submittal will consist of final versions of the documents listed above (permit ready).

**Task 1. -- Roadway Design**

- a. Kimley-Horn will design approximately 3,300 feet of roadway along 95<sup>th</sup> Avenue between Bethany Home Road and approximately 700-ft south of Missouri Avenue tying into the recent construction of the 95<sup>th</sup> Avenue improvements as part of the Copper Cove residential subdivision.
- b. Kimley-Horn will establish a roadway construction centerline based on the initial layout prepared by the City of Glendale. Kimley-Horn will confirm the alignment meets the design speed criteria provided by the City of Glendale.
- c. Kimley-Horn will model the roadway to develop earthwork cut/fill quantities. Kimley-Horn will provide an earthwork summary to the City for review beginning at the 60% submittal.
- d. Kimley-Horn will design, analyze, and model up to two roundabouts. Kimley-Horn will coordinate with the City to obtain traffic counts for the analysis. Kimley-Horn will use Sidra software for the analysis.
- e. Kimley-Horn will prepare roadway plans at a 1" = 20' scale. The following sheet list is anticipated for the final construction documents:
  - Cover Sheet (1 Sheet)
  - Legend & Notes (1 Sheets)
  - Typical Sections (1 Sheet)
  - Miscellaneous Details Sheet (1 Sheet)
  - Geometric Control (1 Sheet)
  - Paving Plan & Profile (20 Scale) (7 Sheets) (1" = 20' scale)
  - Roundabout Detail Sheets (2 Sheets)

**Task 2. – Drainage Design**

- a. Kimley-Horn will prepare a drainage report providing documentation for the drainage design. The report will cover sections of Chapter 5 of the City of Glendale Engineering Design and Construction Standards, 2015.
- b. Kimley-Horn will prepare a roadway drainage design to capture pavement runoff for the new segment of 95<sup>th</sup> Avenue. Two alternatives will be evaluated to capture and store the pavement runoff. The first alternative is scuppers with retention basins. The second alternative is a storm drain system with inlets to capture and convey the pavement runoff to a new retention basin. Kimley-Horn will analyze the vacant parcel at the southern portion of the project for potential drainage basin placement. The alternatives will be sized to store the 100-year, 2-hour storm event per the City of Glendale Design Engineering Design and Construction Standards, 2015.
- c. Kimley-Horn will analyze existing offsite drainage patterns to determine impacts to the new roadway segment.
- d. Kimley-Horn will prepare a Draft Drainage Report as part of the 60% design submittal. Kimley-Horn will respond to comments from the City of Glendale. A Final Drainage Report will include changes based on comments from the Draft Drainage report. The Final Drainage Report will be submitted as part of the 90% submittal.
- e. If the first alternative is selected, Kimley-Horn will prepare a scupper design summary sheet and retention basin grading sheets. If the second alternative is selected, Kimley-Horn will prepare storm drain plan and profile sheets with a retention basin grading sheet. Additionally, Kimley-Horn will prepare a drainage detail sheet for miscellaneous drainage details.

**Task 3. – Signing & Marking Design**

- a. Kimley-Horn will design approximately 5,780 feet of striping and signing along 95<sup>th</sup> Avenue from approximately 500 feet north of Bethany Home Road to Camelback Road. No striping will be done south of Camelback Road.
- b. Kimley-Horn will conduct a field investigation to inventory existing signing along the project limits.
- c. Kimley-Horn will prepare a preliminary striping layout which will be shown on the 30% submittal. Separate signing and striping sheets will not be prepared for the 30% submittal. Striping layout will be shown on the roadway sheets produced. For the striping limits needed outside of the roadway improvements, a roll plot will be provided to assist with full striping limits.
- d. Kimley-Horn will prepare signing and striping plans beginning at the 60% submittal stage. Signing and striping will be prepared on the same plan sheets. Signing and striping plans will be prepared at 1" = 40' scale and designed in accordance with City of Glendale guidelines and the Manual on Uniform Traffic Control Devices (MUTCD). The following sheet list is anticipated for the final construction documents:



- Signing and Striping Notes and Legend (1 Sheet)
- Signing and Striping Plan Sheets (6 Sheets)

**Task 4. Traffic Signal Design & Interconnect**

- a. Kimley-Horn will provide traffic signal design improvements for the intersection of Bethany Home Road and 95<sup>th</sup> Avenue. Signal design will be done in accordance with the City of Glendale standard details and the MUTCD.
- b. Kimley-Horn will obtain traffic signal and ITS as-built plans from the City of Glendale.
- c. A field investigation will be conducted to supplement survey and as built plans. Field investigation will consist of inventory of existing signal equipment, routing of conductors/conduit, and potential conflicts.
- d. Kimley-Horn will prepare a preliminary traffic signal layout for the 30% submittal. The preliminary traffic signal layout will be included in the roadway sheets.
- e. Kimley-Horn will prepare traffic signal plans at 1" = 20' scale beginning at the 60% submittal stage. Plans will be prepared and submitted at 60%, 90% and Final stages. The following sheet list is anticipated for the final construction documents :
  - Traffic Signal Notes, Legend and Details (1 Sheet)
  - Traffic Signal Layout (1 Sheet)
  - Traffic Signal Pole and Conductor Schedule (1 Sheet)
  - Traffic Signal Removal (1 Sheet)
- f. Kimley-Horn will provide ITS infrastructure design (conduit and pull boxes) along the west side of 95<sup>th</sup> Avenue along the roadway improvements from Bethany Home Road to approximately 700-ft south of Missouri Avenue (approximately 3,300 linear feet). ITS infrastructure will consist of installing 2-4" conduit and pull boxes for the limits described. Fiber communication is not included in this design. The ITS infrastructure will be shown on the roadway plan sheets; no separate ITS plan sheets will be prepared.
- g. Kimley-Horn will prepare an ITS Notes and Details sheet. The following sheet list is anticipated for the final construction documents:
  - ITS Notes and Details (1 Sheet)

**Task 5. – Street Lighting Design**

- a. Kimley-Horn will prepare street lighting plans and photometric plans for approximately 3,300 feet of roadway development along 95<sup>th</sup> Avenue from Bethany Home Road to approximately 700-ft south of Missouri Avenue in accordance with The City of Glendale, Arizona, Street Lighting Manual – 2008.
- b. It is assumed that the proposed street light pole locations will be based on standard spacing. The street light pole type will match the existing streetlights in the project vicinity.



- c. Kimley-Horn will provide photometric analysis and photometric plans. Kimley-Horn will conduct a photometric analysis utilizing only one make and model of fixture and pole, i.e. one IES file.
- d. Kimley-Horn will coordinate the street lighting design with Salt River Project (SRP) to define a power source to serve the street lighting system. It is assumed that the street lighting will be tied to an unmetered service.
- e. For roundabout lighting, the design and calculations will be completed to optimize the design per recommended values in Illuminating Engineering Society of North America (IESNA). Only one make and model of fixture and pole will be used for the photometric analysis and design of roundabout intersection lighting.
- f. Street lighting layout will be shown on the roadway plans for reference at the 30% stage.
- g. Kimley-Horn will prepare street lighting plans and photometric plans for 60%, 90% and Final stages. The street light plans will be produced at a 1" = 40' scale. The following sheet list is anticipated for the final construction documents:
  - Street Lighting General Notes, Abbreviations, and Legend (1 sheet)
  - Photometric Plans (3 sheets)
  - Street Lighting Plans (3 sheets)
  - City of Glendale Standard Details (1 sheet).
- h. It is assumed that the street lighting details will be based on the City of Glendale, Arizona, Street Lighting Manual – 2006 and will not be modified. City of Glendale standard details will be included for reference only.

#### **Task 6. – Water & Sewer Design**

- a. Kimley-Horn will prepare design plans for the following City improvements:
  - i. Approximately 3,200 linear feet of 12-inch DIP waterline
    - (1) The new waterline will be located along the proposed 95<sup>th</sup> Avenue roadway alignment.
    - (2) The new waterline improvements will also include 12-inch DIP extensions of existing waterlines west that run east-west along the San Miguel Ave and Missouri Ave alignments providing additional water looping. These extensions will connect to the new waterline installed in the proposed 95<sup>th</sup> Avenue roadway alignment.
    - (3) The extensions will stub west of the proposed 95<sup>th</sup> Avenue roadway alignment.
  - ii. Approximately 600 linear feet of 12-inch PVC SDR35 sewer

- (1) The new sewer improvements will consist of extending existing sewer lines that run east-west along the San Miguel Ave and Missouri Ave alignments and stub west of the proposed 95<sup>th</sup> Avenue roadway alignment.
- b. Kimley-Horn will prepare an Approval to Construct (ATC) for the water and sewer and prepare the associated reports required for the ATC.
- c. Kimley-Horn will prepare water and sewer plans for the 60%, 90% and Final stages. The water and sewer plans will be produced at a 1" = 20' scale. The following sheet list is anticipated for the final construction documents :
  - Water and Sewer Notes (1 Sheet)
  - Water Plan/Profile (7 sheets)
  - Sewer Plan/Profile (2 Sheets)
  - Miscellaneous Details (2 Sheets)

**Task 7. – Project Estimate and Specifications**

- a. Kimley-Horn will prepare a list of anticipated quantities to be submitted at each design stage beginning at the 30% stage.
  - Quantities will be presented on the plan sheets and also in a separate quantities spreadsheet using custom bid items based on MAG item descriptions.
  - An opinion of probable cost will be provided for these quantities.
- a. Kimley-Horn will prepare technical special provisions for the 60%, 95%, and Final submittals. The specifications will be prepared utilizing MAG format.

**Task 8. – Utility Coordination**

- a. Kimley-Horn will contact and coordinate with utility companies in the area and will inform them of the design plans for the project. Kimley-Horn will obtain utility maps showing existing facilities within the project limits.
- b. Kimley-Horn will use the information obtained from utility companies to prepare a utility base map in CAD format.
- c. Kimley-Horn will coordinate with SRP to determine easement and land acquisition needs and to coordinate irrigation relocation if needed. If the new roadway impacts the existing overhead power lines south of Missouri Avenue, Kimley-Horn will coordinate with SRP to design the underground conversion of those lines.
- i. SRP Irrigation owns USA fee land and irrigation facilities within the project limits. Based on preliminary discussion with SRP Irrigation, the encroachment into USA fee land will occur just south of Missouri Avenue but will not require relocation of the existing pipeline facility which is 24-inch Class III RGRCP. This facility can stay in place if two feet of clearance is provided. If two feet of clearance is not provided, the pipe can be replaced with Class V RGRCP in its current alignment.

In either of these cases, only a license would be required from SRP Irrigation and a USA fee land exchange is therefore not believed to be needed.

- ii. Based on recent discussions with SRP, the USA fee land north of the existing residential property was recently quit claimed to the adjacent property owners and no longer exists.
- d. Kimley-Horn will coordinate with private utility companies to facilitate the design and installation of their facilities with this project.
- e. Kimley-Horn will prepare utility clearance letters to send to the utility companies in the area. Signed clearance letters will be obtained and provided to the City of Glendale.
- f. Kimley-Horn will work with the utility companies to identify any potential utility conflicts and will communicate these conflicts with the City of Glendale. Known utility relocations include:
  - Existing SRP overhead power lines south of Missouri Avenue, which will be relocated underground
  - Existing SRP irrigation facilities
  - Existing private irrigation facilities.
- a. Kimley-Horn will attend and lead up to four utility coordination meetings. Kimley-Horn will prepare meeting agendas, exhibits, and notes for these meetings.

#### **Task 9. – Phase 1 ESA**

- a. Kimley-Horn will conduct a Phase I Environmental Site Assessment (ESA) in accordance with ASTM-1527-13. Kimley-Horn will submit one (1) draft Phase I ESA report inclusive of each property (up to 8 parcels, approximately 19 acres) requiring new acquisition and/or easements to the City prior to closing on the properties. The Phase I ESA report shall document findings and provide opinions and recommendations regarding possible environmental impacts at the sites. Following review by the City, Kimley-Horn will review the City's comments and address those comments in the final Phase I ESA report.
- b. Kimley-Horn will perform up to one (1) update to the Phase I ESA report. Any additional updates or reports shall only be done with prior written direction from the City and shall be considered additional services
- c. The following information shall be provided by the City, the accuracy of which Kimley-Horn will be entitled to rely upon. This information is required for the City to meet the requirements of the Landowner Liability Protections (LLPs) (ASTM E 1527-13) and for Kimley-Horn to conduct the Phase I ESA consistent with ASTM E 1527-13. This information is required prior to the site reconnaissance.
  - A completed ASTM User Questionnaire



- If applicable, reason for significant reduction in purchase price of the subject property
- Any specialized knowledge or experience relating to RECs in connection with the subject and adjacent properties
- All environmental reports available for the property
- Commonly known or reasonably ascertainable information that the Client is aware of relevant to RECs associated with the property
- Chain of title
- Title Commitments (current for all parcels)
- Contact information (mailing address, telephone) for all property owners
- Access to all parcels and contact information for local property owner to aid with access/gates, etc.
- Site Map in electronically georeferenced files

**Task 10. – Project Management**

- a. Project management includes contract management, invoicing, internal meetings with staff, Quality Control/Quality Assurance, CADD maintenance, and discipline/subconsultant coordination.

**Task 11. – Meetings**

- b. Kimley-Horn will attend monthly coordination meetings (up to four total meetings). Meetings will be held at the discretion of the City of Glendale. Kimley-Horn will prepare meeting agendas, exhibits, and notes for these meetings.
- c. Kimley-Horn will attend utility coordination meetings, as provided in Task 8.
- d. Any meetings beyond those listed above will be considered additional services.
- e. Kimley-Horn will prepare a summary of comments following each submittal. These comments will be addressed and responses will be provided.
- f. Kimley-Horn will conduct field reviews to verify the survey file and to investigate existing features in the field.

**SUBCONSULTANT BASIC SERVICES****Task 12. – Survey**

- a. RLF Consulting will prepare legal descriptions and exhibits. RLF's scope of services is included with this fee proposal.

**Task 13. – Geotechnical Investigations**

- a. RAMM Engineering's scope of services will be completed during Preliminary Design.

**Task 14. – Appraisals and Acquisitions**

- b. Gunn Communications will perform the right-of-way appraisals and acquisitions for this project. Gunn Communications' scope of services is included with this fee proposal.

**KIMLEY-HORN ALLOWANCES****Task 15. – Private Irrigation Design (Allowance)**

- a. This allowance is provided in the event that additional effort/hours are required for designing private irrigation due to impacts to existing private irrigation facilities. This allowance assumes approximately 3,200 linear feet of private irrigation relocation that would be installed along the west side of the new roadway. Kimley-Horn will provide the following services and deliverables:
  - i. Deliverables are anticipated to include the following:
    - (1) Seven plan sheets at 20 scale including construction notes and elevations
    - (2) Up to two miscellaneous detail sheets for port clip valves, irrigation ditch section, maintenance road section, and headwall connections
  - ii. Coordination with the property owner (up to one meeting)
- b. Hydraulic calculations are not believed to be warranted for this work.

**Task 16. – Post Design Services (Allowance)**

- a. This allowance is provided in the event that additional effort/hours are required to provide the following post-design services at the request of the City:
  - i. Shop Drawing Review
  - ii. RFI Review
  - iii. Attending Pre-Bid and Bid Selection Meetings
  - iv. Preparation of final record drawings, based on as-built redlines provided by the City or the Contractor

**SUBCONSULTANT ALLOWANCES****Task 17. – Potholes (Allowance)**

- a. RT Underground will perform the utility potholes on for this project. RT's scope of services is included with this fee proposal.

**Exclusions**

- a. Any tasks not specifically listed in the above scope of services are to be considered additional services. Additional services include but are not limited to:
  - i. Attending more than four City coordination meetings and more than four utility coordination meetings
  - ii. Right-of-way staking
  - iii. Construction administration or management
  - iv. Private utility design (excluding private irrigation as listed above)
  - v. Landscape and irrigation design
  - vi. Offsite drainage design
  - vii. Erosion Control Design

**Expenses**

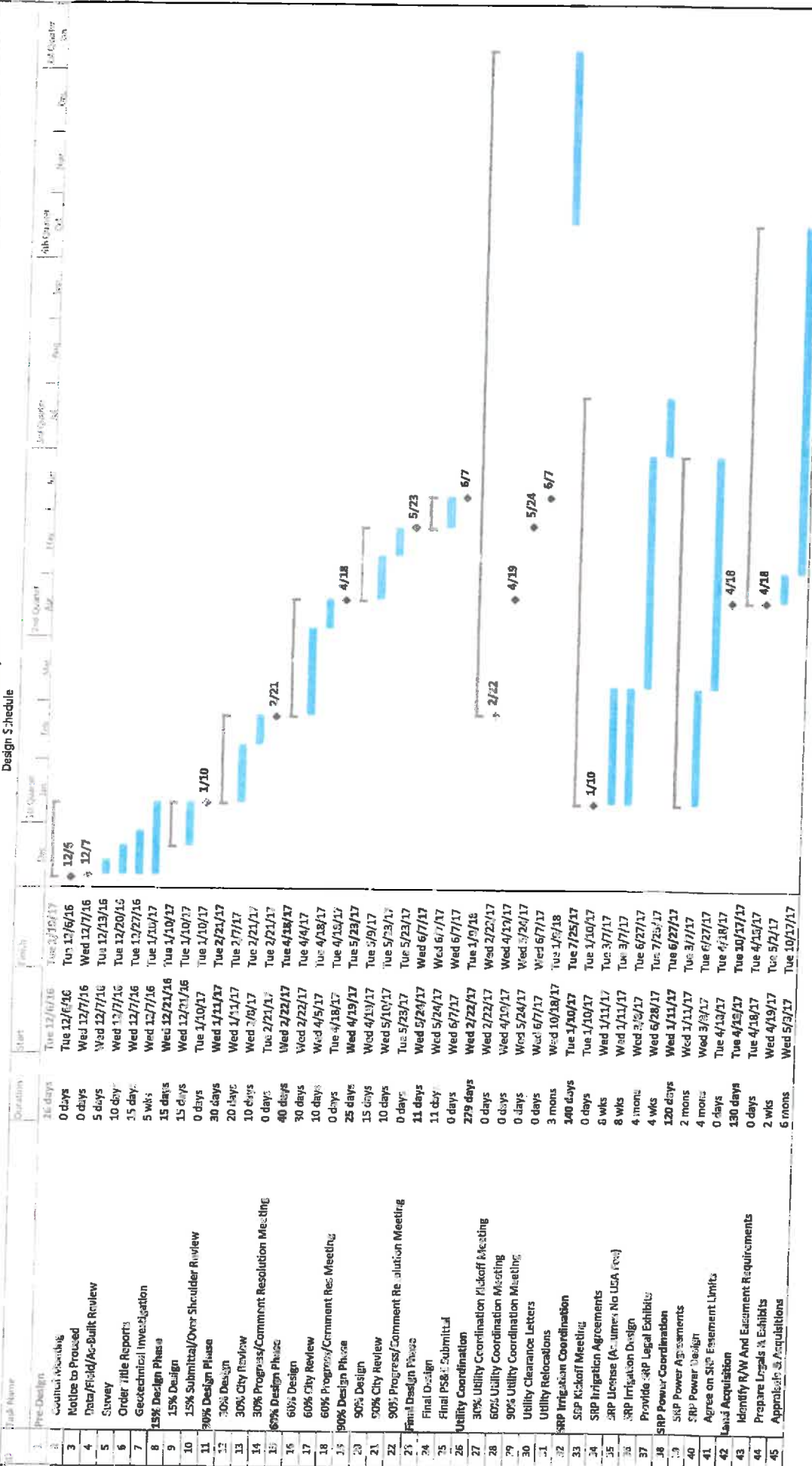
- b. Specific expenses for this project are shown on the attached fee proposal.
- c. General expenses anticipated for this project are included in the above costs: telecommunications, in-house reproduction, postage, deliveries, supplies, project-related computer time, and local mileage.
- d. Expenses incurred in addition to these will be billed on an actual costs basis should they be necessary.

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

**SCHEDULE**

See Attached

95th Avenue Canalside to Bethany Home  
Design Schedule





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

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Hourly rates 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 \$317,945.

**DETAILED PROJECT COMPENSATION**

See Attached.