

**CITY CLERK
ORIGINAL**

C-10164
07/22/15

**PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
WITH
HDR ENGINEERING, INC.**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and HDR Engineering, Inc., a Nebraska corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 22 day of July, 20____ ("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, which approval shall not be unreasonably withheld.

- (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. Consultant shall not engage any subcontractor for the work or services to be performed under 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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

- (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

- (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. 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.

Contractor must not discriminate against any employee or applicant for employment on the basis 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. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, 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. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, 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 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 \$35,894.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified 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
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by 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, 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 employee who performs work under this Agreement to ensure that the Consultant, Subconsultant, or any employee, 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 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:

HDR Engineering, Inc.
Ryan Riggs
3200 East Camelback Road
Suite 350
Phoenix, Arizona 85018-2311

- 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 Ernie Ruiz
6210 West Myrtle Ave, Suite 111
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 one (1)-year period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional six (6) months to allow time for completion of the project only. 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

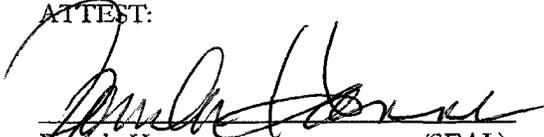
(Signatures appear on the following page.)

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

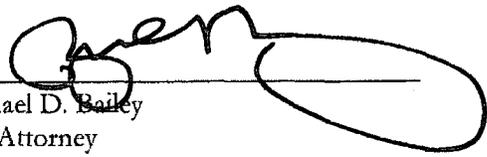
City of Glendale,
an Arizona municipal corporation


By: Richard A. Bowers
Its: Acting City Manager

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

HDR Engineering, Inc.,
a Nebraska corporation

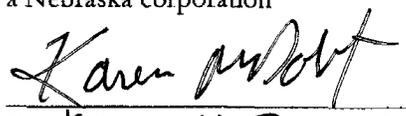

By: Karen M. Doherty
Its: Authorized Representative

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

**MATERIALS RECOVERY FACILITY
OPERATIONS ANALYSIS AND REQUEST FOR PROPOSALS SUPPORT**

**CITY OF GLENDALE
PROPOSAL FOR ENGINEERING SERVICES**

HDR Engineering, Inc.

May 5, 2015

The City of Glendale (Glendale) owns and operates its own Landfill and Materials Recovery Facility (MRF) serving approximately 53,000 Glendale households and two MRF IGA members (Peoria and Wickenburg). The Glendale Landfill processes approximately 325,000 tons per year of refuse and the Glendale MRF is on pace this year to process approximately 21,000 tons of curbside, single stream recyclables. The Landfill and MRF work in coordination to extend the useful life of the landfill by diverting recyclable materials from the waste stream.

Glendale currently owns and operates a 125 ton per day MRF. The single stream sorting system is a CP Manufacturing system. The system was installed in 2000 and has had no equipment upgrades other than two minor computer upgrades.

Materials currently accepted for processing include "Acceptable Recyclable Material" which means post-consumer materials which may be collected, separated, cleansed, treated or reconstituted and returned to the economic stream in the form of raw materials or products. Recyclable materials that will be accepted at the Materials Recovery Facility (MRF) for processing including: (1) paper, including all office paper, copy paper, envelopes, junk mail, newspaper, advertising inserts, magazines, catalogs, NCR forms, telephone books, and brown paper bags; (2) cardboard, excluding all packing material; (3) glass, such as consumer beverage bottles and containers (4) cartons, including milk, juice and creamer containers; (5) PET #1 plastics, such as water bottles and soda bottles, HDPE Natural #2 plastics, such as milk and water jugs, and HDPE Colored #2 plastics, such as shampoo bottles and laundry detergent bottles, PVC #3 plastics, such as bottles for cooking oils, LDPE #4 plastic, such as squeezable bottles, Polypropylene #5 plastics, such as yogurt cups, water bottles, ketchup and syrup bottles, Polystyrene #6 plastic, such as disposable plates and cups, Polycarbonate #7 plastics, such as food or drink containers; (6) Steel and Tin containers, including food and vegetable cans; (7) Used Beverage Containers (UBC), such as aluminum cans.

SCOPE OF SERVICES

This scope of services describes the work to be performed by HDR on behalf of the City of Glendale (City) as defined below.

Task 0 – Project Management

Objective:

- Perform overall project management of the work effort.

Services Provided by HDR:

- Set-up project and maintain electronic project filing system.
- Conduct two status update meetings to identify information needs, and assist with coordination of the work effort.
- Prepare monthly project invoices and schedule updates.
- Prepare and review project correspondence.

Deliverables:

- Monthly invoices and schedule updates.

Meetings/Conference Calls:

- Two status calls

Task 100 – Kick-off Meeting and Facility Recommendations

Objective:

- Review of the facility and gather available information the City of Glendale (Glendale) believes is appropriate for our consideration for development of recommended modifications to the Facility process line.

Services Provided by HDR:

- Perform a one day facility overview analysis
- Interview of key Glendale management staff addressing operations and maintenance of the Facility to be performed during site visit
- Review facility operation
- Evaluate modification alternatives considering
 - Glendale management input
 - Process observations
 - Potential for increased throughput
 - Vendor input
- Review Glendale management objectives and suggested modifications
- Observe and evaluate the process line while operating and while idle
- Review equipment condition and effectiveness for alternatives considered for phased work
- Develop performance metrics to demonstrate process changes improve facility operation
- Collect and evaluate historical operating and maintenance data

- Input material
 - Products
 - Residue/rejects (Trash)
 - Operating hours
 - Processing rate
 - Staffing
 - Downtime and cause
 - Major maintenance
 - Operating and maintenance budgets
- Identify potential modifications and refurbishments and work with the City to prioritize what should be performed in Phase I and what work could be performed at a later date, in Phase II.
 - Identify potential building modifications and improvements to support infrastructure
 - Project limits for the facility and the proposed modifications
 - Identify construction downtime limitations and alternatives Glendale is willing to consider during equipment installation.

Deliverables:

- Draft electronic PDF copy of technical recommendations summary addressing the results of HDR's review and site visit.
- Final technical summary incorporating Glendale's comments. File will be submitted electronically in PDF and Word format.

Meetings/Conference Calls:

- Kick off meeting at the commencement of the project with up to two HDR staff in attendance.
- Telephone conference call to discuss the Draft technical recommendations summary.

Key Understandings

- One or two engineers from HDR will complete the initial kick-off and facility review
- A set of as-built drawings will be available at the plant for review
- Meetings and walk-throughs with key Glendale operations and maintenance managers will be possible during the one day visit
- It will be possible to observe the processing line and site in operation and idle modes
- Where possible paper or electronic documents that will be useful for development of the proposed phased work and analysis will be provided. This may include but is not limited to:
 - Sketches and plans developed for possible modifications and retrofits (at a minimum any facility modification as-built drawings)
 - Performance data for several years (at least two years) indicating information such as:
 - Operating hours
 - Throughput
 - Bale production by material type
 - Residue/rejects (trash) quantity and analysis (if available)
 - Incoming material analysis (if available)
 - Budgetary information for operating costs, staffing and maintenance necessary for economic analysis
 - Major maintenance and repetitive maintenance records and information for at least two years

- HDR will be allowed to take pictures throughout the facility for project use
- Potential changes identified will be used for input for subsequent tasks.

Task 200 – RFP Development

Objective:

- Develop technical sections for a performance specification divided into phased installation for possible Facility modifications and assist with RFP process.

Services Provided by HDR:

- Review information obtained during Task 100 and subsequent discussions
- Divide potential modifications into changes to the material receiving equipment and front end of the process line (Phase I) and modifications to the major sorting portion of the process line (Phase II)
- Develop evaluation criteria and objectives including but not limited to:
 - Throughput capacity
 - Mixed glass removal and recovery
 - Cardboard (OCC) recovery and quality
 - Number of sorters and support personnel
 - Scrap metal removal
 - Rejects/residue removal
 - Product recovery and quality
 - Unrecovered material losses
 - Capital cost
 - Operating and maintenance cost
 - Construction downtime
- Phase I Facility Projects
 - Address primarily the receiving and initial processing of the single stream material received up to the existing news fiber screen and CP screen
 - Preparation of the processed material for major sorting activities
 - Example projects that may be included are:
 - Refurbishment/upgrade of infeed conveyor and system (may be in conjunction with load leveling)
 - Load leveling devices (metering bins and drums or similar equipment)
 - Glass screens (glass crushers, breakers and fines removal)
 - Cardboard screen (OCC and possibly bulky plastics)
 - Pre-sort conveyor (with scrap metal, small OCC, and trash removal)
- Phase II Facility Projects will address the remaining projects and modifications to the processing line not completed in Phase I
 - Example projects that may be included are:
 - Addition of a small fiber recovery screen/device to reduce fiber lost in trash
 - Modification or replacement of the Trom-Mag trommel/magnet/cyclone for separation of containers
 - Addition of one or more optical sorters for plastic or fiber materials

- Other system improvements to minimize unrecovered products in the process line trash
 - Other system improvements to optimize labor productivity
 - Fire protection system for possibly inside the baler
 - Replacement of magnets or eddy current separators with newer more efficient models
- HDR will attend the vendor pre-Proposal meeting and facility walk-through and prepare responses to technical proposer questions

Deliverables:

- Draft electronic copy of the technical performance specification in PDF format for review by Glendale.
- Final copy of technical performance specification addressing Glendale comments for issue to vendors. An electronic PDF and Microsoft Word copy of the final version will be provided.
- Provide one technical addendum for clarification.

Meetings/Conference Calls:

- Conference call to discuss the draft technical performance specification and Glendale comments.
- One day for the Pre-Proposal meeting and walk-through

Key Understandings:

- The facility will remain a single stream operation with the list of Acceptable Recyclable Material as listed in the Materials Recovery Facility (MRF) Operations Analysis document previously provided.
- Specification may have certain mandatory projects, and certain alternative projects that may be added at Glendale's discretion, and the ability of the vendors to propose alternative approaches to achieve Glendale's objectives.
- The specification will be designed to allow for innovative approaches that will vary from vendor to vendor to allow consideration of proprietary equipment and approaches.
- Some Phase II projects may be completed in conjunction with the Phase I projects depending on synergies and available funding.
- It is anticipated that the basic processing system will remain so as to minimize the retrofit costs, however there likely will be significant changes to address bottlenecks and reduce labor costs.
- It is not anticipated changes will be made to the initial fiber (news) and CP screens (other than small fiber recovery measures), the live bottom container silos, product loadout/baler feed conveyor, or the basic design to the existing baler, however the technical performance specification will be written in a manner that will allow evaluation of other proposals to meet Glendale objectives that may impact these components.
- Glendale will assist with establishing limits on potential building modifications/additions and boundaries for proposed equipment.
- Glendale will develop and issue the specification front end documents in conformance with their purchasing requirements
- Glendale will assist with establishment of specification criteria, projects to be completed, and facility objectives
- Glendale will establish qualification criteria with HDR input for the potential proposer list.

- Glendale will assist with establishment of evaluation criteria and liquidated damages consideration.
- During the development phase of the technical specification, HDR may contact potential vendors and discuss potential approaches for the project
- Generally proposer's standards will be allowed for equipment provided. The intent is to keep equipment costs and exceptions to a minimum but this will require engineering judgment regarding operating and maintenance costs.
- The performance specification is anticipated to be issued by Glendale to a number of experienced industry vendors to obtain proposals for the work including established industry vendors such as CP Manufacturing, BHS, Van Dyk, or other.

Task 300 – Proposal Review Support

Objective:

- Review proposals and provide recommendation.

Services Provided by HDR:

- Review proposals received from up to three (3) vendors
- Participate in a conference call with Glendale to discuss features and pros and cons for each proposal
- Summarize clarification questions for each Proposer
- Review of response to questions.
- Participate in a conference call with Glendale to discuss clarifications
- Provide recommendation to Glendale

Deliverables:

- Clarification questions for Proposers
- Draft evaluation recommendation letter addressing proposals received
- Final evaluation recommendation letter addressing any Glendale comments

Meetings/Conference Calls:

- Three conference calls with Glendale are assumed for initial review of proposals and follow up.

Key Understandings:

- Proposals will be received by Glendale and an electronic copy of each proposal received will be provided to HDR for review.
- It is anticipated that proposals will be received from up to three (3) vendors.
- One (1) round of clarification questions and responses are assumed with Proposers to clarify their proposal.
- Concepts provided by qualified proposers may vary significantly due to proprietary equipment and preferred approaches to achieve Glendale objectives. Comparison of proposers and even alternatives offered by the same proposer will require engineering judgment.

- Engineering judgment based upon past experience and understanding of the proposals provided will contribute to the proposal review recommendations. This is particularly important regarding proposers staffing projections and other performance claims.
- The evaluation will consider Glendale-specific needs and benefits from the vendor's recommended project approach. The evaluation may include but is not limited to consideration of:
 - Ability of the proposed approach to best meet Glendale's objectives
 - Guarantees provided for parameters such as:
 - Throughput capacity
 - Product quality
 - Product recovery
 - Staffing guarantees
 - Power consumption
 - Capital cost
 - Projected operating cost parameters including staffing needs
 - Maintainability
 - Building modifications
 - Downtime required for construction
 - Vendor experience with the approach proposed
 - Use of proprietary equipment
 - Engineer's judgment

PROPOSED SCHEDULE

- Kick-off Meeting within 2 weeks after Notice to Proceed (NTP)
- Draft recommendations – 4 weeks after NTP
- Final recommendations – 6 weeks after NTP
- Draft RFP technical sections – 8 weeks after NTP
- Final RFP technical sections and issue RFP – 10 weeks after NTP
- Pre-Bid Meeting 2 weeks after Issue RFP
- Questions due 3 weeks after Issue RFP
- Proposals due 4 weeks after Issue RFP
- Preliminary review of proposals 5 weeks after Issue RFP
- Draft recommendation 7 weeks after issue RFP
- Final recommendation 8 weeks after issue RFP

ADDITIONAL SERVICES

It is HDR understanding that Glendale's intent is to request assistance with development a facility recommendation, development of a performance specification, and interview and , and recommendation of a vendor for the proposed facility modifications. The following assistance may also be provided as extra services to Glendale. If requested, these tasks have not been included in the scope and fee of this proposal:

- Assistance with negotiation and technical input for contract development
- Balance of plant design for the modifications to the building and process line support systems

- Shop drawing review
- Construction monitoring during installation of the work
- Acceptance test negotiation and performance monitoring

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation for the proposed engineering services described herein will be on an hourly rate, not-to-exceed fee basis for tasks 0 through 300.

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 \$35,894.00.

DETAILED PROJECT COMPENSATION

MRF Operations Analysis and RFP Support.

Task 0 – Project Management	\$2,145
Task 100 – Facility Recommendations	\$9,587
Task 200 – RFP Development	\$11,679
Task 300 – Proposal Review Support	\$7,370
Direct Expenses (Reimbursables)	\$1,850
Contingency 10%	\$3,263

TOTAL CONTRACT AMOUNT NOT-TO-EXCEED \$35,894.00.

CITY OF GLENDALE
 MATERIALS RECOVERY FACILITY OPERATIONS ANALYSIS AND REQUEST FOR PROPOSALS SUPPORT
 FEE ESTIMATE

Task No.	Description	Total Hours	Sr Project Manager	QA/QC Engineer	Technical Lead	Staff Engineer	Project Accountant	Clerical	Task Fee	
										Hours
Task 0 - Project Management										
0.1	Project Management	9	4	0	0	0	0	5	0	1,665
0.2	Project Status Meetings	2	2	0	0	0	0	0	0	478
Task 0 Subtotal		11	6	0	0	0	0	5	0	2,143
Task 100 - Facility Recommendations										
110	Facility Overview Analysis	14	1	0	8	4	0	0	1	2,480
120	Data Review	11	2	0	8	0	0	0	1	2,143
130	Draft Facility Recommendations	22	4	1	12	4	0	0	1	4,235
140	Final Facility Recommendations	4	1	0	2	0	0	0	1	728
Task 100 Subtotal		51	8	1	30	8	0	0	4	9,587
Task 200 - RFP Development										
210	General, Summary, and Scope of Work	8	1	1	4	1	0	0	1	1,517
220	Definitions	4	1	0	2	1	0	0	0	776
230	System Description	13	1	1	8	2	0	0	1	2,444
240	Submittals and Delivery	8	0	0	1	0	0	0	0	1,996
250	Guarantees	8	1	1	4	1	0	0	1	1,517
260	Equipment General Provisions	5	1	0	4	0	0	0	0	1,023
270	Installation, Startup, Testing, Training and Wa	14	1	1	9	2	1	1	1	2,640
280	Pre-Proposal Meeting	8	0	0	8	0	0	0	0	1,587
Task 200 Subtotal		61	6	4	40	7	1	1	4	11,679
Task 300 - Proposal Review Support										
310	Proposal Review	24	3	0	18	3	0	0	0	4,678
320	Questions and Clarifications Support	8	0	0	8	0	0	0	0	1,567
330	Recommendation	6	1	1	2	1	0	0	1	1,125
Task 300 Subtotal		38	4	1	28	4	0	0	1	7,370
Total Hours Tasks 0 - 300		161	24	6	98	19	5	5	9	
Average Hours Per Month		23	3	1	14	3	1	1	1	
Billing Rate (\$/hr)										\$ 239.80 \$ 262.40 \$ 185.90 \$ 144.20 \$ 141.40 \$ 96.70
Labor Cost										\$ 5,750.00 \$ 1,514.00 \$ 19,198.00 \$ 2,740.00 \$ 707.00 \$ 870.00 \$ 30,779.00
HDR Labor Cost										30,779
Other Direct Costs										
Travel 1,650										
Local Travel Mileage 0										
Printing Allowance 100										
Postage, Couriers, Telephone, Etc. 100										
Total Other Direct Costs 1,850										
Total HDR Task Costs 32,629										
Contingency 10% 3,263										
Total \$35,892										

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.