

**PROFESSIONAL SERVICES AGREEMENT**

North Apron Rehabilitation  
Glendale Municipal Airport  
Project No. 151609

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering, a corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 12 day of April, 2016 ("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 \$292,205.00 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 Subcontractors; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

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

**6. Termination.**

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

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

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

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

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **\$1,000,000** for each claim and a **\$2,000,000** annual aggregate limit.

- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.5 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

**9. Immigration Law Compliance.**

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
  - a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Kenneth L. Snyder

Vice President  
Dibble Engineering  
7500 North Dreamy Draw Drive  
Suite 200  
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 Bill Passmore  
Principal Engineer  
5850 West Glendale Avenue  
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 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 3 year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

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.

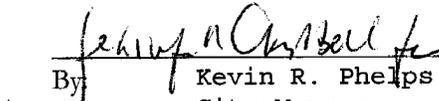
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

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.

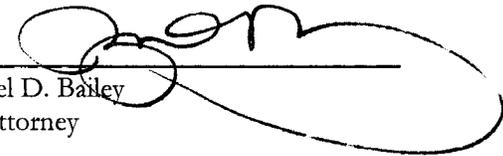
City of Glendale,  
an Arizona municipal corporation

  
By: Kevin R. Phelps  
Its: City Manager

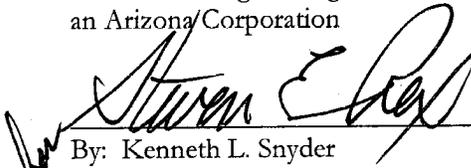
ATTEST:

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney

Dibble & Associates Consulting Engineers, Inc.,  
dba Dibble Engineering,  
an Arizona Corporation

  
By: Kenneth L. Snyder  
Its: Vice President

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

PROJECT

## EXHIBIT A

### Professional Services Agreement

**Design and Bid Phase Services  
North Apron Rehabilitation  
Glendale Municipal Airport  
Project No. 151609**

### PROJECT

Dibble Engineering (Dibble) has been requested by the City of Glendale (City) to provide Design and Bid Phase services for the rehabilitation of approximately 113,000 square yards (SY) of asphalt concrete (AC) pavement that comprises the North Apron and taxiways at Glendale Municipal Airport (Airport/KGEU). The existing AC pavement is experiencing varying degrees of distress and is in need of rehabilitation and, in some areas, complete reconstruction. The goal of this project is to provide a suitable pavement structure and surface for aircraft to traverse and park safely.

It is understood that preliminary estimates indicate the total construction cost of this project to be approximately \$3M - \$4M. It is also understood that it is likely the project will need to be designed into multiple bid packages dependent on forecasted FAA funding, with initial FY 2016 funding estimated at approximately \$950,000 which includes construction costs, and engineering and construction administration fees. In order to produce bid set documents as expeditiously as possible for the initial estimated FY 2016 construction funding, initial discussions with Glendale staff have resulted in the following approach/scope:

- Engineering the entire project scope/area up to approximately a 30% design level;
- Producing bid set documents for a project area commensurate with the estimated FY 2016 construction funding;
- Once the documents for the project area noted above are bid successfully, the remainder of the construction documents for the North Apron project area will subsequently be designed to the 100% level, but will not be packaged for bid until future year funding amounts are determined.
- Dibble Engineering may be contracted as needed in future years for specific bid set packaging based on yearly funding amounts.

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

SCOPE OF WORK

## EXHIBIT B

### Professional Services Agreement

**Design and Bid Phase Services  
North Apron Rehabilitation  
Glendale Municipal Airport  
Project No. 151609**

### SCOPE OF WORK

Dibble Engineering (Dibble) has been requested by the City of Glendale (City) to provide Design and Bid Phase services for the rehabilitation of approximately 113,000 square yards (SY) of asphalt concrete (AC) pavement that comprises the North Apron and taxiways at Glendale Municipal Airport (Airport/KGEU).

It is understood that preliminary estimates indicate the total construction cost of this project to be approximately \$3M - \$4M and the project will need to be designed into multiple bid packages dependent on forecasted FAA funding. The funding for FY 2016 is approximately \$950,000, which includes construction costs, and engineering and construction administration fees.

In order to produce bid set documents as expeditiously as possible for the initial estimated FY 2016 construction funding the design approach will be to engineer the entire project scope/area up to approximately a 30% design level. The next phase will produce 100% bid set documents for a project area commensurate with the estimated FY 2016 construction funding. After this phase is successfully bid the remainder of the construction documents for the North Apron project area will be developed to the 100% design level, but will not be packaged for bid until additional funding becomes available. It is understood that Dibble Engineering may be contracted as needed in future years for specific bid set packaging based on yearly funding.

The following Scope of Work and corresponding fee proposal address the approach described above.

The following specific scope elements are included in this project:

**1) General:**

- a) **Project Management and Administration:** Dibble will provide all project management and coordination of the design team and will provide coordination between design team members, the City, Airport, FAA, ADOT MPD Aeronautics, and other interested stakeholders as necessary. Administration tasks such as file coordination and project printing and deliverable compilation at each submittal level will also be included under this task.

Dibble will make monthly "Design and Progress Reports", including invoicing, to the City of Glendale in a format acceptable to the City.

**2) Project Start-Up and Data Collection:**

- a) Existing Document Research and Coordination: Gather and review available as-built or record drawings, utility maps, design plans, studies, reports and miscellaneous projects at the airport and relevant to this project. This item shall also include contacting all utility stakeholders for potential impacts of this project. This item shall also consist of reviewing the existing data available for the current apron pavement and subsoil conditions. This information will be coordinated with the surveyors so that any specific data important to the design of this project can be identified/obtained during the survey field activities.
- b) Existing Control Research and Survey Crew Preparation: Research the existing control points and datum at the airport and in the vicinity of the project and prepare/confirm the survey equipment is calibrated for accurate data collection for this project. The survey crew will also be informed at the Project Kick-Off Meeting (reference Section 1.g) and educated of the project and location specifics so they can be aware of their environment while out in a potentially active airfield. This item shall also include documenting the survey methodology used for data collection and accuracies thereof, along with, use of existing survey control, field photos and notes.
- c) Survey Control Establishment: Utilize GPS and differential leveling, establish horizontal (NAD 83) and vertical control (NAVD 88) in US Survey Feet.
- d) Topographical Survey & Base Mapping: Utilize a robotic total station, collect topographic features and survey shots of pavement and other topographic features throughout the North Apron. Topographic features will include survey shots at an approximate 50-foot grid throughout the project area, existing pavement edge(s), building/hangar corners, fueling area equipment, existing pavement markings and tie-downs, visible wet and dry utilities and structures such as airfield lighting and signage. Visible storm drain manholes and catch basins adjacent to the project limits shall be opened, pipe types and sizes confirmed, and invert flow lines surveyed.
- e) Topo Survey Data Analysis, Review, and QC: A registered professional land surveyor will consolidate the data and compare against surveyor field notes and pictures, as well as any other survey data already provided. Any discrepancies that appear to be in conflict will be researched and reviewed. Additionally the land surveyor will prepare a survey write-up to be included in the Engineer's Design Report that provides a summary of the survey performed, as well as existing site conditions including topographic and utility features.
- f) Survey Coordination and Base Map Development: Topographic, utility, and civil basemaps will be created from the topographic, pavement and utility infrastructure features collected from the topographic field survey, existing design files, field investigations (pictures and

notes), quarter-section maps (if applicable), and record drawings. Also included in this item is the setup of all construction plan sheets including the survey and horizontal control sheets. All work will be in accordance with FAA and City of Glendale standards.

- g) Project Kick-Off Meeting with City of Glendale and KGEU: This meeting will be held with the City and Airport staff at the very beginning of the project. Discussion items will include design team, control of correspondence, design standards, design schedule, submittals, and coordination of impacts to airport operations/tenants from survey/geotechnical operations.

**3) 30% Submittal:**

- a) 30% Design Plans: Dibble shall prepare plan sheets which may include the following: general construction notes, design legend and abbreviations; airport access location, contractor's haul route, staging and storage yard; construction phasing and barricading plans; Storm Water Pollution Prevention Plan (SWPPP) in accordance with Best Management Practices; pavement sections and typical cross-sections; demolition, grading and paving, pavement elevation, and pavement marking plans; miscellaneous utility details; pavement marking details; and other informational sheets such as geotechnical boring location map and boring typical sections. An estimated sheet index is included in the fee proposal for the entirety of the project area (113,000 SY – approximately 76 sheets).
- b) Draft Contract Documents and Technical Specifications: Draft contract documents and FAA technical specifications, as well as necessary special provisions, will be developed. As FAA funding is anticipated for this project, FAA general provisions will also be compiled and developed.
- c) Draft Engineer's Design Report: The draft engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts such as geotechnical investigations. The report shall cover the following: airport and project descriptions; critical environmental and archeological aspects or documents such as an approved Categorical Exclusion (CatEx); relevant design standards; topographic survey and control; geotechnical investigations and results, pavement design and recommendations; pavement marking standards and design considerations; grading and drainage including hydrology and/or hydraulics (as needed); construction phasing; and list of anticipated technical specifications. The draft engineer's design report shall also include airport and project location exhibits and appendices such as: construction phasing exhibits, Engineer's Opinion of Probable Construction Costs, and other design elements as needed to document design intent.
- d) Draft Construction Safety and Phasing Plan (CSPP): A CSPP will be developed to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be

prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2F.

- e) 30% Quantities and Engineer's Opinion of Probable Construction Costs (EOPCC): based on the preliminary 30% construction plans and technical specifications, develop an EOPCC on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- f) Construction Phasing Concept/Stakeholder Meeting: This meeting will be held with City and Airport staff at KGEU to present and discuss preliminary construction phasing concepts with tenants and other relevant stakeholders at approximately the 30% submittal stage. Stakeholder questions and concerns will be accounted for, coordinated with City and Airport staff, and responded to within two (2) weeks following this meeting.
- g) 30% FAA, ADOT and City/Airport Review Meeting: This meeting will be held shortly after the 30% Submittal with FAA, ADOT MPD Aeronautics staff and representatives from the City and Airport to review the grant scope and criteria, and to confirm other critical project components. This meeting is required by FAA and ADOT and is necessary to receive approval to proceed past the 30% submittal stage.
- h) Plans-in-Hand Site Visit: Shortly after the 30% Submittal and before proceeding with the remainder of the project, Dibble will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utilities infrastructure and structures (visible in the field), pavement markings, grades, project limits, etc.
- i) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standardized checking processes by Dibble's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

#### 4) 95% Pre-Final Submittal:

- a) 95% Design Plans: Pre-final plans shall be submitted for final review and approval by the City, FAA and ADOT MPD Aeronautics. Refer to Section 3(a) for a list of plan sheets that may be included under this task. An estimated sheet index is included in the fee proposal for the entirety of the project area (113,000 SY – approximately 76 sheets).
- b) 95% Contract Documents and Technical Specification: Pre-final contract documents, technical specifications, special provisions, FAA general provisions will be compiled and developed for final review/approval by the City, FAA and ADOT MPD Aeronautics. This set

will also be coordinated with the City to determine project advertisement and bidding dates.

- c) Pre-Final Engineer's Design Report: The pre-final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications), and document the work and results of investigative efforts. This will be provided to the City, FAA and ADOT MPD Aeronautics at this submittal level for final review and approval.
- d) Final Construction Safety and Phasing Plan (CSPP): The final CSPP will be included as an appendix to the Contract Documents. The CSPP will be prepared in accordance with the most recent edition of FAA AC 150/5370-2F. The final CSPP along with a 7460-1 Site Exhibit will be submitted to the FAA Airspace Review website, *Obstruction Evaluation and Airport Airspace Analysis (OE/AAA)*.
- e) 95% Quantities and EOPCC: Based on the pre-final 95% construction plans and technical specifications, develop an EOPCC on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- f) Final Construction Phasing/Stakeholder Meeting: This meeting will be held with City and Airport staff at KGEU to present and discuss the final construction phasing approach/plans with tenants and other relevant stakeholders approximately two (2) weeks before the anticipated 95% submittal date. Stakeholder questions and concerns will be accounted for, coordinated with City and Airport staff, and responded to within one (1) week following this meeting.
- g) FAA, ADOT and City/Airport Review Meeting for Bid Approval: This meeting will be held shortly after the 95% Submittal with FAA, ADOT MPD Aeronautics staff and representatives from the City and Airport for the purpose of approval to bid the project. This approval is required by FAA and ADOT for bidding the project.
- h) Plans-in-Hand Site Visit: Shortly after the 95% Submittal and before the final submittal (Bid Documents), Dibble will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, pavement markings, grades, project limits, etc.
- i) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior airport staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standard checking processes by Dibble's Quality Director. Review will include the deliverables not previously produced/reviewed such as the Contract Documents and Technical Specifications. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review

all combined project documents for consistency amongst the design elements before each submittal.

**5) 100% Bid Documents:**

- a) 100% Bid Plans: Sealed plans shall have all internal and external review comments by the City, FAA and ADOT MPD Aeronautics incorporated and addressed and modifications made during final site visits. The plans for the project area(s) commensurate with the FY 2016 grant(s) will be issued for bidding and construction. The remainder of the project area (a) will be designed to the 100% level, however specific bid packaging for future years beyond FY 2016 is not included in this task as these yearly funding levels are not yet known.
- b) Bid Contract Documents and Technical Specification: The final bid contract documents, technical specifications, special provisions, and FAA general provisions shall have all internal and external review comments by the City, Airport, FAA and ADOT MPD Aeronautics incorporated and addressed. The bid contract documents and technical specifications will be issued for bidding and construction.
- c) Bid Quantities and EOPCC: Based on the bid construction plans and technical specifications, provide a bidding schedule in the contract documents and an EOPCC.
- d) Final Engineer's Design Report: The final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from all internal and external reviews, including City of Glendale, FAA and ADOT MPD Aeronautics.

**6) Bid Phase Services:**

- a) Project Management and Administration: Dibble will provide all project management and coordination of the design team, and will provide coordination between design team members, the City, and other interested stakeholders as needed.

Administration tasks such as file coordination and project printing during the bid phase will be included under this task.

- b) Pre-Bid Meeting: Dibble will attend the pre-bid meeting and assist the City of Glendale in conducting as needed. Dibble, upon the request of the City, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Dibble shall also assist the City in developing and submitting the pre-bid meeting minutes.
- c) Bid Addendums: Pending contractors' reviews, comments, and questions, Dibble will assist the City of Glendale in developing and issuing any necessary addendums, including revisions

to contract documents (i.e. plans and technical specifications). It should be noted that the hours provided in the *Estimated Manhour* matrix contained herein is estimated for a maximum of two (2) addenda.

- d) Contractor Questions: Dibble will coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed.
- e) Bid Opening Meeting: Dibble will attend the bid opening meeting at the City of Glendale.
- f) Bid Tabulation and Recommendation: Dibble will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the Engineer's Opinion of Probable Construction Cost and other bids submitted. Dibble will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder.

## **7) Geotechnical Investigations and Pavement Design Services (Speedie & Associates)**

- a) Field Investigation: Field investigations in the form of drilling test borings will be conducted in accordance with FAA AC 150/5320-6E. Preparatory work will include coordinating access, reviewing available geotechnical information for adjacent pavements; conducting site reconnaissance of existing conditions, and obtaining Blue-Stake utility clearances for field borings.
- b) Laboratory Analysis: Speedie will conduct sufficient laboratory tests to properly classify soils encountered and provide data for engineering design, including:
  - i) Grain Size Analysis
  - ii) Plasticity Index
  - iii) Moisture Density Relations
  - iv) CBR
  - v) In-place Density
  - vi) Moisture Content
- c) Geotechnical Report: Speedie will analyze the data obtained from field and laboratory testing and prepare a draft and final report presenting all data obtained, including individual Log of Test Borings, Tabulation of Test Data and recommendations including the following:
  - i) Existing pavement and subgrade conditions, including AC pavement thickness and base.
  - ii) Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development. Special attention will be placed on identification of soft, wet subsoils that could affect the structural section design.
  - iii) Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.

- iv) Pavement designs to meet FAA requirements for the apron AC pavement based on the agreed upon fleet mix.
- v) Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
- vi) Local excavation and trenching conditions and stability considerations.

**8) Electrical Design Services (CR Engineers)**

Electrical drawings and specifications will be developed for the removal and replacement of up to four (4) motorized electric airfield security gates along the west side of the project area. Drawings and specifications will also be provided for any temporary lighting and signage required for construction phasing or temporary access routes/taxiways/taxilanes.

Technical specifications will be prepared based on current FAA Advisory Circulars.

CR Engineers will attend the following meetings during the design process: Design Kick-Off Meeting, 30% Review Meeting, and 95% Review Meeting.

CR Engineers will provide the following submittals: 30% Submittal Package – 30% Plans, Draft Engineer’s Report documentation, quantities and electrical EOPCC; 95% Submittal Package – 95% Plans, specifications, quantities and electrical EOPCC; 100% Bid Set Package – 100% Bid Set Plans, specifications, Final Engineer’s Report documentation, quantities and EOPCC. The 100% Bid Set documents will be sealed and signed by a Registered Professional Engineer in the State of Arizona.

**9) Underground Utility Investigations/Potholing (Allowance – Pegasus Utility Locating)**

An allowance has been provided to cover the effort that may be required to locate or pothole any existing miscellaneous underground utilities during the course of the design phase. Dibble Engineering will request prior approval from the City of Glendale and Airport staff before any work is performed associated with this task.

**10) Project Deliverables**

- a) 30% Submittal: 30% plans, draft contract documents and specifications, Draft Engineer’s Design Report, Draft CSPP, and 30% quantities and Engineer’s Opinion of Probable Construction Cost.
- b) 95% Pre-Final (FAA/ADOT/City Final Review): 95% pre-final plans, pre-final specifications, 95% quantities and Engineer’s Opinion of Probable Construction Costs, pre-final Engineer’s Report, and Final Construction Safety and Phasing Plan.
- c) 100% Bid Submittal: 100% sealed bid-ready plans and specifications, 100% quantities and Engineer’s Opinion of Probable Construction Costs, and Final Engineer’s Report. The final

North Apron

submittal for the project will also include an electronic (CD-ROM) of all the electronic documents, (i.e. CAD, Word, PDF, etc.).

Each submittal will be posted on the Dibble Webshare data base electronically for the client's convenience. Also, the total number of hard copies of the deliverables is identified in the *Estimated Allowance for Direct Costs* sheet contained herein.

Dibble will also post the 30% and 100% submittals to the ADOT FTP site electronically (PDF).

### **11) Miscellaneous**

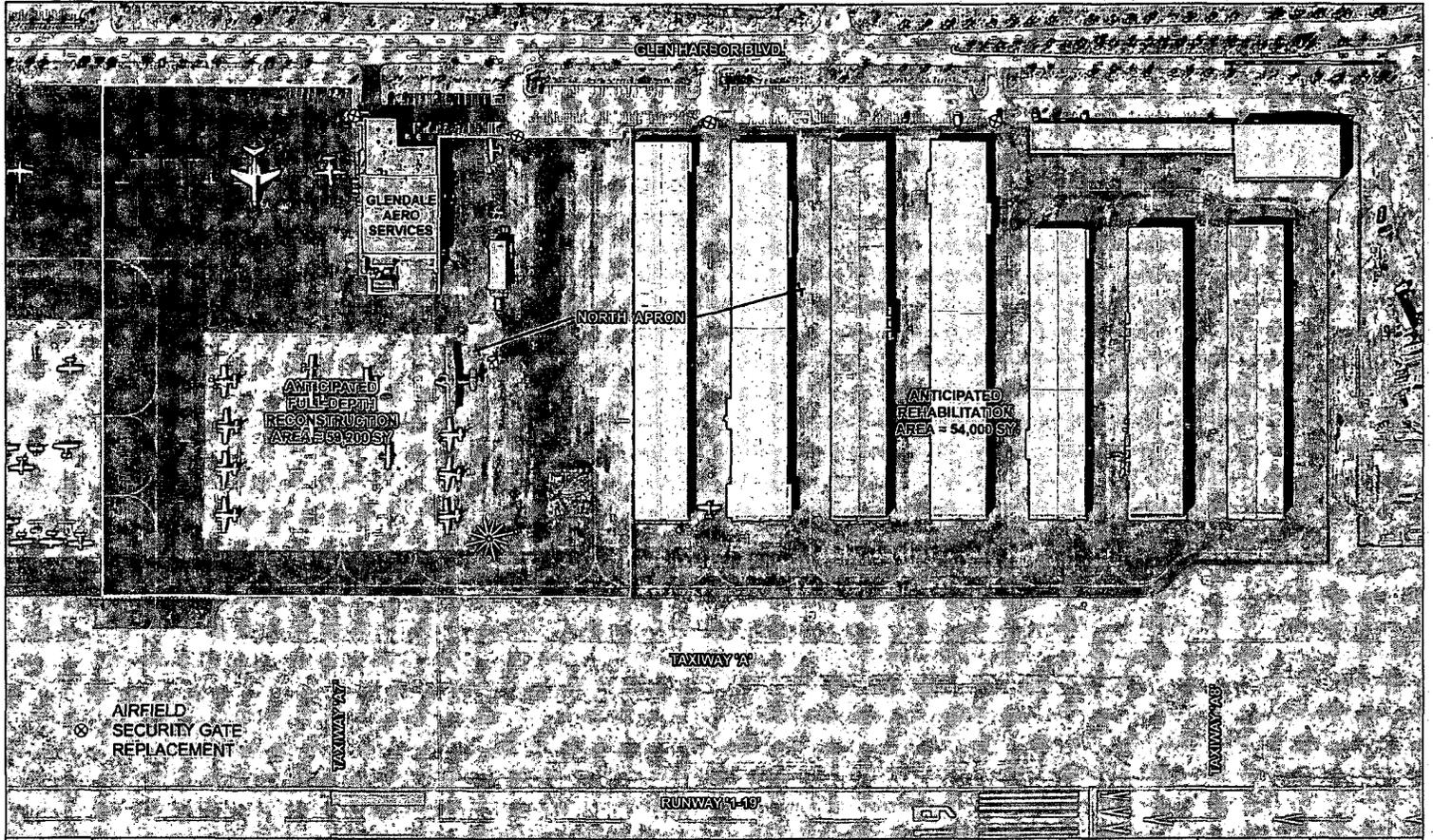
This proposal is based on an estimated three-month design schedule which includes City/Airport, FAA and ADOT MPD Aeronautics review time (see attached Design Schedule Exhibit).

All plans are to be prepared in AutoCAD Civil 3D 2013.

### **12) Exclusions To This Scope of Work**

- a) Landscape, Irrigation, and Environmental Design Services.
- b) New Electrical Infrastructure Design Services.
- c) Structural Engineering.
- d) Limited or Full Time Construction Administration services (to be contracted at a later date)
- e) Environmental Evaluation or assessments other than the SWPPP. It is understood that a Categorical Exclusion (CatEx) request has already been submitted to the FAA for approval.

**END OF SCOPE OF WORK**



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

SCHEDULE

EXHIBIT C

Professional Services Agreement

Design and Bid Phase Services  
North Apron Rehabilitation  
Glendale Municipal Airport  
Project No. 151609

PROJECT SCHEDULE

<b>A.</b>	<b><u>Design &amp; Bid FY 2016 Project Area</u></b>	<b>Start</b>	<b>Finish</b>	<b>Duration (Days)</b>
1	Pre-Design (Survey, Geotech, etc.)	3/23/16	4/4/16	13
2	30% Design Phase	4/5/16	4/29/16	25
3	30% FAA/ADOT/City Review	4/30/16	5/13/16	14
4	100% Design Phase (FY 2016 Project Area)	5/3/16	5/26/16	24
5	100% FAA/ADOT/City Review (FY 2016 Project Area)	5/27/16	6/1/16	6
6	Project Bidding (FY 2016 Project Area)	6/7/16	6/27/16	21
7	Bid Evaluation & Bid Results to FAA/ADOT (FY 2016 Project Area)	6/28/16	7/1/16	4

	<i>A. Design &amp; Bid FY 2016 Project Area</i>	<i>3/23/16</i>	<i>7/1/16</i>	<i>101</i>
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<b>B.</b>	<b><u>Design Remainder of North Apron (No Bid Packaging)</u></b>	<b>Start</b>	<b>Finish</b>	<b>Duration (Days)</b>
1	95% Design Phase	6/3/16	8/1/16	60
2	95% City Review	8/2/16	8/16/16	15
3	100% Design Phase	8/17/16	9/8/16	23

	<i>B. Design Remainder of North Apron</i>	<i>6/3/16</i>	<i>9/8/16</i>	<i>98</i>
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**EXHIBIT D**  
**Professional Services Agreement**

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$292,205.00.

**DETAILED PROJECT COMPENSATION**

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

**Design and Bid Phase Services**  
**North Apron Rehabilitation**  
**Glendale Municipal Airport**  
**Project No. 151609**

**COMPENSATION**

**METHOD OF COMPENSATION**

Compensation shall be hourly rates plus allowable reimbursable expenses.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Dibble Engineering, for full completion of all work required by the Project during the entire term of the Project must not exceed \$292,205.00.

**DETAILED PROJECT COMPENSATION**

See attached spreadsheets for detail

**Fee Summary**

<b>A. Design Phase Services (Dibble Engineering)</b>	<b>Hours</b>	<b>Fee</b>
1. General Administration	120	\$22,601.00
2. Project Start-Up & Data Collection	218	\$30,561.00
3. 30% Submittal	466	\$65,301.00
4. 95% Submittal (FY 2016 Project Area) + 95% Design of Remainder	580	\$81,302.00
5. 100% Bid Documents (FY 2016 Project Area) + 100% Design of Remainder	204	\$28,971.00
<b>A. Design Phase Subtotal</b>	<b>1588</b>	<b>\$228,736.00</b>
<b>B. Bid Phase Services</b>	<b>54</b>	<b>\$8,571.00</b>
<b>B. Bid Phase Subtotal</b>	<b>54</b>	<b>\$8,571.00</b>
<b>C. Subconsultant Services</b>		
1. Geotechnical & Pavement Design (Speedie & Associates)		\$16,685.00
2. Electrical Design Services (CR Engineers)		\$9,433.00
3. Underground Utility Investigations (Pegasus)		\$2,000.00
<b>C. Subconsultant Services Subtotal</b>		<b>\$28,118.00</b>
<b>D. Allowances/Direct Expenses (Dibble Engineering)</b>		
1. Submittal Printing		\$1,650.00
2. Mileage		\$130.00
3. Owner Contingency		\$25,000.00
<b>D. Allowances/Direct Expenses Subtotal</b>		<b>\$26,780.00</b>
<b>PROJECT TOTAL</b>		<b>\$292,205.00</b>

**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.