

ORIGINAL

**PROFESSIONAL SERVICES AGREEMENT  
REMOVAL OF HAZARDOUS MATERIALS  
AND  
HAZARDOUS MATERIALS SURVEY**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Ninyo & Moore, Geotechnical Consultants Inc., a California corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 12 day of October, 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.

- (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 \$15,000 as specifically detailed in Exhibit D ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

- 4.3 **Allowances.** An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
  - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
  - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
  - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.
- 4.4 **Expenses.** City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
  - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
  - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 **Applications.**

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

5.2 **Payment.**

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

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

**6. Termination.**

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

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

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

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

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

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

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

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

- d. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Indemnification.**

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The

Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

- 8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

- 8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Notices.**

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.

- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

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

Ninyo & Moore, Geotechnical Consultants, Inc.  
 C/O Michelle Fowler  
 3202 East Harbour Drive  
 Phoenix, AZ 85034

- 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 Michelle Woytenko  
 6210 W. Myrtle Ave., Ste. 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.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 **Interpretation.**

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

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

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

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

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

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

14. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one 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.

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

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

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

(Signatures appear on the following page.)

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

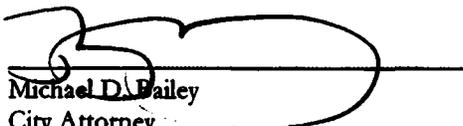
City of Glendale,  
an Arizona municipal corporation

  
By: Jack Friedline  
Its: Director

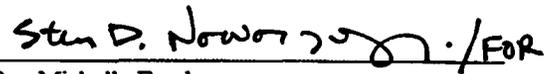
ATTEST:

  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney

Ninyo & Moore, Geotechnical Consultants, Inc.,  
a California corporation

  
By: Michelle Fowler  
Its: Principal Engineer

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

**PROJECT**

Ninyo & Moore will remove dry cleaning solutions and impacted materials from the former dry cleaner located at 6820 North 58<sup>th</sup> Avenue, Glendale, Arizona.

Ninyo & Moore will perform a limited asbestos-containing material survey of the six interior retail shops and businesses located at 6820, 6822, 6826, 6828, to 6832 North 58<sup>th</sup> Avenue, in Glendale Arizona.



Contractor's License No. ROC206210

Geotechnical and Environmental Sciences Consultants

September 2, 2016  
Proposal No. 13-00252

Ms. Megan Sheldon  
Environmental Program Manager  
Water Services Department, City of Glendale  
7070 West Northern Avenue  
Glendale, Arizona 85303

Subject: Removal of Dry Cleaning Solutions and Impacted Materials  
Former Dry Cleaner  
6820 North 58<sup>th</sup> Avenue  
Glendale, Arizona

Dear Ms. Sheldon:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to oversee the removal and proper disposal of used dry cleaning solutions and impacted materials such as used dry cleaning equipment filters and dry cleaning sludge which may be present at the former dry cleaner located at 6820 North 58<sup>th</sup> Avenue in Glendale Arizona (Site).

#### **BACKGROUND**

A dry cleaner had operated at the Site for multiple years. Ninyo & Moore performed a preliminary reconnaissance of the Site. At the time the Site was unoccupied. Ninyo & Moore observed on 55-gallon drum containing a liquid presumed to be spent dry cleaning solution. Some dry cleaning equipment was still in place at the Site and some sludge material was observed in a former chemical containment area. This proposal was prepared in response to the City of Glendale's request Ninyo & Moore provide a scope of services and associated fee to remove and properly dispose of dry cleaning solution and dry cleaning impacted materials which may be present at the Site.

#### **SCOPE OF SERVICES**

The scope of services for this project is outlined in the following paragraphs:

- Ninyo & Moore will work with a vendor to perform a reconnaissance of the Site to identify of containers and equipment which may contain dry cleaning solutions.

3202 East Harbour Drive • Phoenix, Arizona 85034 • Phone (602) 243-1600 • Fax (602) 243-2699

San Diego • Irvine • Los Angeles • Rancho Cucamonga • Oakland • San Francisco • San Jose • Sacramento  
Las Vegas • Phoenix • Tucson • Prescott Valley • Denver • Broomfield • Houston

- Ninyo & Moore will oversee the vendor while the vendor removes, packages, and labels dry cleaning solution and dry cleaning impacted materials which may be present at the Site. This includes draining dry cleaning solutions which may be present in the equipment at the Site, removal of filters which may be present at the Site, and remove the sludge material in the containment area. For the purposes of this proposal, Ninyo & Moore assumes one 55-gallon drum of dry cleaning sludge, one 55-gallon drum of used dry cleaning filters, and one 55-gallon drum of dry cleaning solution at the Site will be generated. If additional drums of waste are generated, Ninyo & Moore will contact the client prior to proceeding with disposal activities.
- Ninyo & Moore will work with City of Glendale employees to get the proper paperwork signed and submitted so the dry cleaning wastes can be taken off the Site for disposal.
- Ninyo & Moore will submit a letter report to the City of Glendale summarizing field activities. This report will include disposal documents for the wastes removed from the Site.

#### **PROPOSED SCHEDULE**

It is anticipated only one day will be needed to package and remove the dry cleaning wastes at the Site. Ninyo & Moore will submit the report for this project within 10 working days of receipt of the disposal documents for the wastes removed from the Site.

#### **COST**

The cost to perform the scope of services detailed in this proposal is estimated to be \$6,981.45. Table 1 provides a detailed breakdown of this cost estimate. This cost is based on the assumption the dry cleaning equipment will be left at the Site. If the client wishes the equipment to be removed from the Site and properly disposed, the estimated fee would be \$8,085.45.

#### **ASSUMPTIONS**

Ninyo & Moore has made the following assumptions to complete the scope of services outlined in this proposal:

- The client will be responsible for providing unrestricted access to the Site.
- Only one 55-gallon drum of dry cleaning sludge, one 55-gallon drum of used dry cleaning filters, and one 55-gallon drum of dry cleaning solution at the Site will be generated and disposed.
- Only dry cleaning wastes will be generated and disposed.
- The field work will be performed during normal working hours.

If this proposal meets your expectations, please provide formal authorization in the form of a sub-consultant agreement, purchase order, or work authorization form.

Ninyo & Moore appreciates the opportunity to submit this proposal and look forward to working with the City of Glendale on this project.

Respectfully submitted,  
**NINYO & MOORE**



Michelle Fowler, PE  
Principal Engineer

MAF

Attachment: Table 1 – Detailed Cost Estimate

Distribution: (1) Addressee (via email)

**TABLE 1  
DETAILED COST ESTIMATE**

<b>Task Description</b>	<b>Title</b>	<b>Rate</b>	<b>Quantity</b>	<b>Unit</b>	<b>Sub-Total</b>	
<b>Pre-field activities</b>						
A. Preparation of job	Admin	\$47.00	1.75	Hour	\$82.25	
B. Project oversight/ coordination	Principal	\$140.00	1.00	Hour	\$140.00	
<b>Total</b>						<b>\$222.25</b>
<b>Field work, soil sampling</b>						
A. Project coordination	Staff	\$95.00	1.00	Hour	\$95.00	
B. Travel to/from site	Staff	\$95.00	2.00	Hour	\$190.00	
C. Mileage	XX	\$0.55	40.00	Mile	\$22.00	
D. Oversight during remediation activities	Staff	\$95.00	8.00	Hour	\$760.00	
E. Vendor collect and dispose of dry cleaning solution, sludge, and filters	XX	\$4,347.00	1.00	Event	\$4,347.00	
F. Project oversight	Principal	\$140.00	1.00	Hour	\$140.00	
<b>Total</b>						<b>\$5,556.20</b>
<b>Prepare report</b>						
A. Report Preparation	Staff	\$95.00	7.00	Hour	\$665.00	
	Principal	\$140.00	1.50	Hour	\$210.00	
	Admin	\$47.00	4.00	Hour	\$188.00	
B. Project oversight	Principal	\$140.00	1.00	Hour	\$140.00	
<b>Total</b>						<b>\$1,203.00</b>
<b>Total</b>						<b>\$6,981.45</b>

August 30, 2016  
Proposal No. 13-00252

Ms. Megan Sheldon, Environmental Program Manager  
City of Glendale Environmental Resources Division  
Water Services Department  
7070 West Northern Avenue  
Glendale, Arizona 85303

Subject: Proposal for Limited Asbestos-Containing Materials & Lead-Based Paint Survey  
6820-6832 North 58<sup>th</sup> Avenue  
Glendale, Arizona

Dear Ms. Sheldon:

In accordance with your request, Ninyo & Moore is pleased to provide this proposal to The City of Glendale to perform a limited asbestos-containing material (ACM) survey of the six interior retail shops and businesses at 6820, 6822, 6824, 6826, 6828 to 6832 North 58<sup>th</sup> Avenue, in Glendale, Arizona. At the time of the site walk, the facilities were vacant, and most-recently occupied by Heritage Cleaners, a beauty salon, barber shop, shoe repair shop and Thunderbird Lounge. In addition to the interior ACM survey, a limited lead-based paint (LBP) survey of the eastern store fronts and covered walkway will also be performed.

#### INTRODUCTION

On August 17, 2016, a site walk to observe suspect asbestos materials and discuss the planned renovations to the retail suites was conducted by Megan Sheldon, Environmental Program Manager with the City of Glendale, and Mr. Mark Guatney, Senior Environmental Engineer with Ninyo & Moore. Based on our site walk, we understand that the single-story retail spaces from street number 6820 (Heritage Cleaners) to 6832 (Thunderbird Lounge) will be refurbished slightly to allow public access to a portion of the suites. Therefore our work is limited to suspect ACMs within the interior and 58<sup>th</sup> Avenue (eastern) exterior side of the suites, and LBP along the exterior and covered walkway on the eastern side of each suite.

#### SCOPE OF NINYO & MOORE'S PROPOSED SCOPE OF SERVICES WILL INCLUDE

Based on our understanding of the activities planned at the Site, Ninyo & Moore proposes the following services to identify ACMs and LBP in selective areas of the structure(s):

- Project coordination with City of Glendale environmental program and building facilities personnel, and review of any project documents/architectural diagrams provided by the City of Glendale.
- Visual assessment of accessible areas along the interior of each suite to evaluate for the possible presence of exposed ACMs. Attic spaces will not be accessed for inspection, except in areas where holes exist between the attic and occupied areas on the ground level (i.e.: bar room in lounge).
- Roofing will not be sampled as part of this ACM survey.
- Performance of our asbestos survey will be conducted by a Ninyo & Moore staff member who maintains EPA-accreditation as an AHERA Building Inspector. The asbestos survey will include collection of bulk samples of suspect ACMs and analysis by polarized light microscopy. Samples will be analyzed by a NVLAP-accredited, independent laboratory for asbestos content according to United States Environmental Protection Agency protocols as found in the Asbestos Hazard Emergency Response Act (Code of Federal Regulations, Section 40, Part 763). A minimum of two samples will be collected of each suspect ACM, with up to 7 samples collected of friable surfacing material, if present, in accordance with the AHERA sampling protocols.
- Approximately 90 to 100 asbestos samples are proposed to be collected from the Site.
- Limited in-situ testing for LBP by hand-held XRF instrument analysis will be conducted along the eastern exterior of the suites (58<sup>th</sup> Avenue side), and will include the underside of the covered walkway. Lead-based paint testing of the interior of each suite was not requested or included in this proposal.
- Additional bulk asbestos analysis by point-count quantitation, gravimetric reduction, or transmission electron microscopy is not included in the scope of our proposed services, but can be added for additional cost. Total or leachable lead laboratory analysis is also not included, but can be added for additional cost.
- Preparation of a report summarizing sampling performed, and ACMs and LBPs identified, if any. Report will include tabular results summarizing the ACM and LBP building materials identified, site map of sample numbers and locations, ACM laboratory analysis results, LBP survey readings by XRF, and conclusions and recommendations.

#### **Assumptions**

The following assumptions will be used by Ninyo & Moore during this project:

- The ACM sampling activities will be conducted during regular business hours.
- Access will be granted to all appropriate areas of the buildings during the suspect ACM sampling activities with no delays or work stoppages beyond the control of Ninyo & Moore.
- Simple building layouts for the suites were provided by the City of Glendale during the site walk, and will be used as the basis for our bulk sampling location figures.

- Our scope of work does not include abatement specifications or oversight/monitoring. Once ACMs or LBP's are identified and the abatement scope of work is determined, a cost proposal can be prepared for these additional services.

#### **COMPENSATION/FEE**

The fee for the scope of services outlined above is \$5,950 (Five Thousand Nine Hundred Fifty Dollars) on a time and materials, not-to-exceed basis.

#### **SCHEDULE**

Following receipt of your written authorization to proceed, Ninyo & Moore will commence the services described herein. An ACM Survey Report will be submitted within two weeks of our site visit and sampling.

The proposed fees and schedule are valid for a period of sixty days from the date of this proposal. Beyond the sixty day period, revisions to the fee estimates and schedules may be required to initiate the project.

Ninyo & Moore proposes to provide the City of Glendale with an electronic copy of the report prepared for this project. Printed copies of the report can be provided, but reproduction costs for these printed copies are not included in this proposal.

#### **AUTHORIZATION**

If the City of Glendale elects to pursue the tasks outlined in this proposal, please provide Ninyo & Moore with a Purchase Order to proceed under the terms and conditions of our existing contract with the City of Glendale. Please contact us with any questions. We appreciate this opportunity to be of service to the City of Glendale.

Sincerely,  
**NINYO & MOORE**



Mark J. Guatney, PE, CHMM  
Senior Environmental Engineer



Duane W. Blamer  
Principal Geologist, Manager of  
Environmental Sciences

MJG/DWB/tip

Distribution: (1) Addressee (via email)

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

**SCOPE OF WORK**

Ninyo & Moore will remove dry cleaning solutions and impacted materials from the former dry cleaner located at 6820 North 58th Avenue, Glendale, Arizona.

Ninyo & Moore will perform a limited asbestos-containing material survey of the six interior retail shops and businesses located at 6820, 6822, 6826, 6828, to 6832 North 58th Avenue, in Glendale Arizona.

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

**SCHEDULE**

The anticipated time to package and remove the dry cleaning wastes from the former dry cleaner is one day. Ninyo & Moore will submit the report for this project within 10 working days of receipt of the disposal documents for the wastes removed from the Site.

Following receipt of written authorization to proceed, Ninyo & Moore will perform a limited asbestos-containing material survey of the six interior retail shops and businesses. Ninyo & Moore will provide the City of Glendale an electronic copy of the report prepared for this project.

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

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method of compensation is provided in Section 4 of this agreement.

**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 \$15,000.

**DETAILED PROJECT COMPENSATION**

Removal of dry cleaning solutions and impacted materials from the former dry cleaner

Limited asbestos-containing material survey of the six interior retail shops and businesses

Other projects as needed .