

**CITY CLERK
ORIGINAL**

C-11350
11/22/2016

PROFESSIONAL SERVICES AGREEMENT
SRP Well 22 Relocation
Project 151628

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Wilson Engieners, LLC, an Arizona limited liability company, ("Consultant") as of the 22 day of November, 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 \$166,085 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. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 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.

12.2 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:

Wilson Engineers, LLC
 9633 South 48th Street, #290
 Phoenix, Arizona 85044

- 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 Kelly Hargadin
 5850 West Glendale Avenue, Suite 315
 Glendale, Arizona 85301

With required copy to:

City Manager
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

City Attorney
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. 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.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 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.

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year, 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



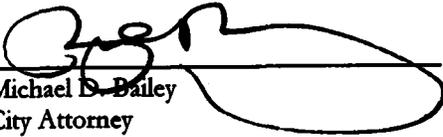
By: *Thomas F. Duenning*
Its: ~~City Manager~~ *Assistant City Manager*

ATTEST:



Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

Wilson Engineers,
an Arizona Limited Liability Company



By: Stephen Todd
Its: Principal

EXHIBIT A
Professional Services Agreement
PROJECT

See attached

EXHIBIT A
Professional Services Agreement
SRP Well 22 Project
Project No. 151628

PROJECT

DESCRIPTION OF PROJECT:

SRP Well 22 is a new well recently installed by SRP. Glendale and SRP have an agreement to allow this SRP well to discharge directly into Glendale's potable water distribution system. The purpose of this project is to implement facility improvements at the well site to allow Glendale to reliably feed chlorine at the well and to monitor the operational status of the well when discharging into Glendale's potable water system. The following summarizes the major components of this project:

- Develop City standard chlorine storage and feed system design.
- Prepare construction documents for SRP Well 22 to add: piping in 67th Avenue from the well site to the Glendale distribution system, a new chlorine system, and a new PLC control system.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See attached

EXHIBIT B
Professional Services Agreement
SRP Well 22 Project
City Project Number 151628

SCOPE OF WORK
Draft 10/14/2016

This Exhibit describes the scope of services and the responsibilities of the Engineer in connection with the design requirements, preparation of construction documents, and construction phase services for the SRP Well 22 Project.

The Engineer will perform those engineering services required to prepare a set of construction documents which address the specific project objectives identified below.

Specific Project Objectives: Standard Chlorine System Design

The Engineer will develop standard specifications and standard drawings for a well site chlorination system using gas cylinders designed to feed a constant chlorine dose rate. The standard drawings and specifications will include the following chlorine system components:

- Duplex Chlorine Scale
- Chlorinator
- Chlorine Eductor
- Cylinder Auto-switchover
- Emergency Gas Shut Off Valve
- Chlorine Gas Detector
- 3 Phase 480 Volt Eductor Motive Water Booster Pump
- Chlorine Residual Monitor
- 7' by 8' Fiberglass Building
- Eyewash and French Drain
- Vacuum Regulator
- Heater/fan
- Display for chlorine air monitor value
- Estop / light to activate alarm and shutoff cylinders
- Light switch to illuminate inside shed visible through shed window.

Note: The chlorine cylinders used in this standard design contain a compressed highly toxic gas. Facilities that incorporate chlorine gas cylinders are subject to the code requirements and interpretations of the building officials having jurisdiction where the facilities are located. The chlorine system standards developed for this project will be based on the utilization of emergency gas shut off valves as recently approved by the City of Peoria for use at well sites. The City of Glendale and/or the City of Phoenix building officials may have different requirements (such as chlorine scrubbers, secondary containment vessels, emergency power, etc)

related to the storage and use of chlorine cylinders and are not included scope of this standard chlorine system design.

Specific Project Objectives: SRP Well 22

This is a new well site located in the City of Peoria. SRP is designing and installing several components of the facility and the Engineer will design several components of the facility. The following summarizes the major components of this Well Site and the design responsibilities:

New Facilities Designed by SRP

- 10' by 10' Concrete Pad for Chlorine Building with a 4' x 7' concrete ramp
- Well Pump and Motor
- Power service and soft start for well pump
- All on site SRP and Glendale piping and valves (assumed to be as shown in Figure 1)
- Site perimeter fencing and 20' access gate
- New 100 amp (480 Volt 3 Phase) service for new Glendale facilities
- Antenna mast for Glendale antenna
- Magnetic Flowmeter
- Two Well Pump Control Cla-Val Valves with Position Indicators
- Manual Valves and Air Release Valves

New Facilities Designed by Engineer for Glendale

- Piping in 67th Avenue Right of Way to connect well discharge line to Glendale's system
- Four 1" taps on new above ground header (water to chlorine building, chlorine dosing location, pressure gauge and transmitter, and POE sample station)
- Schedule 80 PVC pipe runs from taps to chlorine building for water and chlorine solution
- Standard 7' by 8' Chlorine System
- New City RTU and PLC with I/O to control/monitor the following:
 - Analog
 - Glendale Flow
 - System Pressure
 - Chlorine Residual
 - One Camera Feed
 - Discrete
 - Well Start/Stop/Status
 - Chlorine Alarm
 - High and Low Pressure
 - PLC/Communications Fail
 - RTU on UPS Power
 - Intrusion Switch Alarms

Specific Services not included in Scope of Work

The following services are not included in the Scope of Work for this Project:

- Structural Engineering
- Site Grading and Drainage
- Landscaping
- Geotechnical Investigations
- Water Quality Sampling for New Source Approval
- Well Pump Design
- Hydrogeologic Services
- Public Involvement/Public Relations
- Sealing of drawings of facilities designed by SRP

The following describes the specific services to be performed by the Engineer:

Task Series 100 – Project Management Services During Design

Task 101 – Coordination with SRP

The Engineer will coordinate with and incorporate the relevant drawings and specifications that are prepared by SRP. It is assumed that SRP will provide a site plan of the well site in digital format for use by the Engineer. The Engineer will also coordinate with SRP to obtain the Maricopa County Environmental Services Department Approval to Construct, Approval of Construction, and New Source Approval.

Task 102 - Conduct Meetings

The Engineer will conduct meetings and/or workshops with City staff to discuss specific technical aspects of the design; progress in the development of the design, drawings, and specifications; and related issues that may affect Project results. The meetings will consist of the following:

- Three (3) progress meetings with City staff

The Engineer will prepare and distribute meeting agenda and document meeting results for each meeting.

Task 103 – Project Schedule

The Engineer shall prepare a project schedule within fourteen (14) days of the Notice to Proceed (NTP). The schedule will show the start date and completion date for each major task as well as time frames for City review of submittals. The Engineer shall update the schedule monthly and present at the project status meetings.

Task 124 – Utility Coordination Well 22

The Engineer shall submit a Blue Stake design ticket and coordinate with all utilities that have facilities in the 67th Ave Right of Way adjacent to the SRP Well 22.

Task 125 – Survey Well 22

The Engineer will hire and coordinate with a licensed surveyor to conduct a field survey of the 67th Avenue Right of Way adjacent to the Well 22 site in the area where the new waterline will be installed.

Task Series 200 - Preliminary Design Services

Task 221 - Prepare Preliminary Design (30%) – Well 22

The Engineer will prepare a Preliminary Design (30%) Plan Set. These drawings are used to convey information about the Project's overall approach and configuration to the City and other Project stakeholders. These drawings are not intended for construction.

Task 222 - Prepare an Opinion of Probable Cost for Construction – Well 22

The Engineer will prepare an opinion of construction cost from the 30% drawings and other preliminary design information. Quantities that can be approximated from schematic drawings and standard specifications will be used to develop costs. The cost estimate will be developed for the facilities to be constructed by the City of Glendale. It is assumed that SRP will provide the cost information for the facilities to be designed and installed by SRP.

Task Series 300 – Permitting and Regulatory

Task 321 – Maricopa County Environmental Services Department (MCESD) – Well 22

The Engineer will prepare and submit a completed application for "Approval to Construct" certificate including final drawings and specifications to MCDES for their approval of the facilities designed by the Engineer for Well 22. The Engineer will coordinate with MCESD to obtain the ATC prior to the start of construction. It is assumed that SRP will seal their drawings or make other arrangements with MCESD as necessary to facilitate MCESD approvals for the facilities designed by SRP for SRP Well 22.

The Engineer will prepare and submit a completed application for "New Drinking Water Source Approval" certificate for Well 22. The Engineer will coordinate with MCESD to obtain the source approval prior to the AOC. Note: It is assumed that the City of Glendale or SRP will perform sampling as required to support the New Drinking Water Source Approval. These services are not included in this Scope of Work.

Task 322 – City of Peoria Building Permit – Well 22

The Engineer will prepare and submit a completed application to the City of Peoria to obtain a building permit for the facilities designed by Engineer for SRP Well 22. The Engineer will coordinate with the City of Peoria to obtain the building permit. It is assumed that SRP will obtain any necessary building permit for the facilities designed by SRP for SRP Well 22. No permit or review fees have been included for the City of Peoria. It is assumed that the City of Glendale will pay any required fees directly to the City of Peoria.

Task Series 400 - Design Development

Task 421 - Ninety Percent (90%) Progress Submittal – Well 22

The Engineer will submit 90% level plans and specifications for the well site improvements. Comments on design, drawings and specifications from previous reviews will be incorporated into the 90% progress submittal. Five 11" x 17" sets of drawings and five sets of specifications will be submitted.

Task 422 - Final (100%) Submittal – Well 22

The Engineer will submit Final plans and specifications for the well site improvements. Comments on design, drawings and specifications from previous reviews will be incorporated into the Final submittal. One set of 24" x 36" sets of mylar drawings and one master set of specifications will be submitted.

Task 423 – Opinion of Construction Cost – Well 22

The Engineer will prepare an opinion of probable construction cost at the 90% Progress and Final Submittals. Appropriate amounts for contingency and inflation should be included in the opinion of construction cost to reflect anticipated conditions at the time of construction. The cost estimate will be developed for the facilities to be constructed by the City of Glendale. It is assumed that SRP will provide the cost information for the facilities to be designed and installed by SRP.

Task Series 500 – Bid Phase Services

Task 501 – Attend Pre-Bid Meeting

The Engineer will attend the pre-bid meeting conducted by the City. The purpose of the meeting will be to answer questions from prospective bidders.

Task 502 – Answer Questions / Prepare Addenda

The Engineer will respond to inquiries from bidders regarding the bid documents. All questions and responses will be documented. When appropriate, the Engineer will prepare the text and/or drawing revisions to be included in addenda which will be issued by the City.

Task Series 600 – Construction Administration Services

Task 601 – Preconstruction Conference

Conduct a preconstruction conference with the Contractor, the City and other interested parties prior to issuance of the Notice to Proceed. The Engineer will be required to notify all interested parties and affected utilities of the date and time of the preconstruction conference to be held at City Hall. In addition to conducting the meeting, the Engineer will take minutes and issue them to all attendees.

Task 602 – Quality Acceptance

The Engineer shall provide quality acceptance services to perform inspection and acceptance testing for all items of work required by the contract documents. The Engineer shall monitor construction for compliance with the project plans and specifications.

The Engineer shall provide an on-site representative to observe construction activities. The on-site representative shall be available for an average of 20 percent of the contract construction period assumed to be 5 months. The on-site representative shall visit the project site during the course of critical construction activities, but not less than two times per week, depending on the status of work per the Contractor's construction schedule.

The Engineer shall bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies shall be forwarded to the City Project Manager for review. The Engineer will resolve any construction-related problems, conflicts or discrepancies, and will recommend remedial actions, but shall take no action without the prior approval of the City Project Manager.

Task 603 – Construction Schedule Review

The Engineer shall review all updated schedules and approve prior to issuance of monthly progress payments to the Contractor. The Engineer shall initiate any required correspondence necessary to assure the Contractor remains on schedule.

Task 604 – Shop Drawing Review

The Engineer shall review and approve all shop drawings. The Engineer will advise the Contractor before the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Engineer.

Task 605 – Conduct Project Meetings

The Engineer shall conduct bi-weekly project meetings, prepare an agenda and minutes for the meeting and distribute to all attendees.

Task 606 – Payments

Review the Contractor's initial and updated schedule of estimated monthly payments and advise the City as to acceptability. Review the Contractor's monthly payment requests, and forward to the City for final approval and processing. The Engineer's review shall be for the purpose of making an independent opinion of work completed and mathematical check of the Contractor's payment request. Engineer is responsible for verifying the quantities of work which are the basis of the payment requests. The final monthly pay requests will be approved and processed by the City.

Task 607 – Requests for Information

Interpret construction contract documents and respond when requested by the City or Contractor.

Task 608 – Change Order Requests

The Engineer shall review and make recommendations on all change order requests from the Contractor. Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. No change order shall be implemented without the prior approval of the City.

Task 609 – Materials Testing

Materials testing will be the responsibility of the contractor. However, the Engineer shall evaluate and report on tests and test analyses for materials, including concrete, pipe, soil, soil compaction, asphalt, and any other subjects that may be required by the specifications and good construction practices.

Task 610 – Substantial Completion

Upon substantial completion, inspect the construction work and prepare a punch-list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City and the Contractor.

Task 611 – Final Inspection and Payment

The Engineer will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Engineer will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection. Subsequent inspections should be anticipated in order to insure completion of all identified deficient items.

Task 612 – Project Closeout

The Engineer will compile a list of required final submittals, including, but not necessarily limited to: record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Engineer shall review the project closeout documents for final approval.

- **As-Built Drawings:** The Engineer shall prepare record as-built drawings of the completed work based upon markups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work.
- Submit the final record drawings on computer disk in the appropriate format of ACAD and in pdf format with seal and signature of engineer of record.

Task Series 700 - Standard Design Development

Task 701 - Standard Chlorine System Drawings and Specifications

The Engineer will prepare standard well site gas chlorine system for the City of Glendale. The chlorine system specifications will be prepared in CSI format and the drawings will be prepared in AutoCAD based on 24" x 36" plotted size drawings. The drawings will include a standard plan, sections, and details as well as a standard process and instrumentation diagram. A draft set of the standard drawings and specifications will be submitted for review in pdf format. The draft standards will be presented and reviewed at one of the monthly project meetings. The final standard drawings and specifications will incorporate all comments received.

END OF DOCUMENT

EXHIBIT C
Professional Services Agreement

SCHEDULE

See attached

EXHIBIT C
Professional Services Agreement
SRP Well 22
SCHEDULE
October 14, 2016

	Scope Task	Start Date	End Date	Duration (Weeks)
100	PROJECT MANAGEMENT			
124	Utility Coordination	12/05/16	01/02/17	4
125	Survey/Base Sheets	12/05/16	01/02/17	4
200	PRELIMINARY DESIGN PHASE			
221	30% Design	12/05/16	01/30/17	8
	City Review	01/30/17	02/20/17	3
300	PERMITTING			
321	MCESD	04/03/17	04/17/17	2
322	City of Peoria	04/03/17	05/01/17	4
400	DESIGN PHASE			
421	Prepare 90% Submittal	02/20/17	04/03/17	6
	City Review	04/03/17	04/24/17	3
422	Prepare 100% Submittal	05/01/17	05/15/17	2
	City/County Approval	05/15/17	05/29/17	2
3	BIDDING/AWARD PHASE	05/29/17	09/18/17	16
4	CONSTRUCTION PHASE	09/19/17	02/06/18	20

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and Materials based on the billable rates and not to exceed the total fee proposal of \$166,085.

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 \$166,085.

DETAILED PROJECT COMPENSATION

See attached.

EXHIBIT D
Professional Services Agreement
SRP Well 22 Project
FEE PROPOSAL
10/14/2016

I. LABOR SUMMARY

Task 100 - Project Management During Design	\$	12,980
Task 200 - Preliminary Design	\$	16,030
Task 300 - Permitting	\$	8,130
Task 400 - Design	\$	29,885
Task 500 - Bid Phase Services	\$	4,440
Task 600 - Construction	\$	65,550
Task 700 - Standard Design Development	\$	23,420
Subtotal - Wilson Labor Summary	\$	<u>160,435</u>

II. EXPENSE SUMMARY

1.0 Survey	\$	1,800
2.0 Potholing	\$	2,000
3.0 MCESD - Non Expedited	\$	1,850
Subtotal - Expenses	\$	<u>5,650</u>

III. TOTAL ENGINEERING SERVICES

I. LABOR SUMMARY	\$	160,435
II. EXPENSE SUMMARY	\$	5,650
III. TOTAL FEE PROPOSAL	\$	<u>166,085</u>