

C-6467-3  
06/26/2012

**CITY CLERK  
ORIGINAL**

**SECOND EXTENSION OF CONTRACT NO. C-6467  
AGREEMENT FOR PROFESSIONAL SERVICES**

**GENERAL ENGINEERING CONSULTANT  
SERVICES**

**GO TRANSPORTATION PROGRAM**

**(Cover sheet)**

**SECOND EXTENSION OF CONTRACT NO. 6467  
AGREEMENT FOR PROFESSIONAL SERVICES**

**GENERAL ENGINEERING CONSULTANT SERVICES  
GO TRANSPORTATION PROGRAM**

This Second Extension to Contract No. C-6467, Agreement for Professional Services, General Engineering Consultant Services, Glendale Onboard (GO) Transportation Program ("Amendment No. Two") is made this 26 day of June, 2012, by and between the City of Glendale, an Arizona municipal corporation ("City") and URS Corporation, a Nevada corporation authorized to do business in Arizona ("Consultant").

**RECITALS**

- A. On June 30, 2008, the City and Consultant entered into a two-year agreement for professional general consultant services in support of the City's GO Transportation Program under Glendale Contract No. C-6467 ("Agreement");
- B. The Agreement (attached as Exhibit 2E) allows for the extension of this engineering services agreement providing for two additional two-year contracts;
- C. On June 30, 2010, Council approved the first two-year extension of this contract from July 1, 2010 to June 30, 2012;
- D. The City desires to continue services for remaining projects needing completion under the GO Transportation Program for an additional two years; and
- E. City and Contractor agree to continue services for the term outlined above.

**AGREEMENT**

NOW, THEREFORE, it is agreed that the Agreement above be amended as follows:

- 1. **Affirmation.** All of the Agreement's terms, conditions and rights, including any exhibits, are hereby affirmed and incorporated herein as if fully stated, except as specifically stated in this Amendment.
- 2. **Amendments.**
  - a. The term of this Agreement is hereby extended from July 1, 2012 to June 30, 2014.

- b. Exhibit B of the Agreement is replaced in its entirety with a new Scope of Work as outlined in the attached Exhibit 2B.
- c. Exhibits C1 and C2 of the original Agreement are replaced with Exhibits 2C1 and 2C2 to reflect a new Schedule and Task Leaders, all as attached hereto.
- d. Section 4.1 is amended to reflect compensation for the additional two year period not to exceed \$1,495,000.
- e. Exhibit D1 is amended in accordance with the Compensation listed above as reflected in Exhibit 2D1. Exhibits D2 and D3 are replaced with Exhibits 2D2 and 2D3 to reflect a new Summary of Compensation by Task and Schedule of Hourly Rates.
- f. Section 8.1(E) of the Agreement is amended to allow a sub-consultant to perform work upon demonstration of professional liability insurance with coverage in an amount of not less than One Million Dollars (\$1,000,000) for each claim.

IN WITNESS THEREOF, the parties enter into this Amendment effective as of the date stated above.

“City”:

CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
Ed Beasley, City Manager

ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Craig Tindall, City Attorney

“Consultant”

URS

A Nevada corporation licensed to do  
business in Arizona

*Randall Beck*

~~Pascal Hinnen~~, Vice-President

Randall Beck

**SECOND EXTENSION OF CONTRACT NO. C-6467**

**EXHIBIT 2A**

**PROJECT DESCRIPTION**

**(Cover sheet)**

## **PROJECT DESCRIPTION**

The General Engineering Consultant (GEC) will provide general engineering services needed to carry out the Glendale Onboard Transportation Program including planning, coordination, public involvement, design concept reports, review of final design plans completed by other consultants, right-of-way acquisition and relocation services, environmental site assessments, financial planning, and site designs relating to right-of-way. These services are planned to begin on July 1, 2012 and terminate June 30, 2014.

The purpose of the GO Transportation Program is to relieve congestion and accommodate future multi-modal traffic needs as identified in the transportation plan. An integral part of these transportation improvements is the City's desire to enhance the aesthetics of the transportation corridors. The GEC will serve as an extension of the City staff and represent the City while interacting with Glendale citizens, business owners, agencies, and stakeholders.

**SECOND EXTENSION OF CONTRACT NO. C-6467**

**EXHIBIT 2B**

**SCOPE OF WORK**

**(Cover sheet)**

**DRAFT**

**SCOPE OF WORK**

**General Engineering Consultant Services  
For  
Glendale Onboard Transportation Program  
FY2013-2014**

**Prepared for**

**City of Glendale**

**Transportation Services**

**MAY 3, 2012**

## TABLE OF CONTENTS

	<u>Page</u>
EXECUTIVE SUMMARY .....	1
INTRODUCTION .....	3
BASIC SERVICES .....	3
TASK 1: NORTHERN PARKWAY.....	3
1.01 Complete Waterlines for Landscaping.....	4
1.02 Refinement and Staging of Grand/Northern Interchange Concept.....	4
1.03 Prepare Surplus Land for Sale .....	5
1.04 Document Glendale Matching Funds .....	5
1.05 Review Costs and Funding .....	5
1.06 Right-of-Way Protection.....	6
1.07 Plan Review and Coordination .....	6
1.08 O&M IGA.....	6
TASK 2: GRAND AVENUE.....	7
2.01 Land Swap with ADOT .....	7
2.02 Prepare Surplus Right-of-Way for Sale .....	7
2.03 Identification of Future Project.....	8
TASK 3: STREETS – INTERSECTION AND SAFETY PROJECTS .....	8
3.01 Update Basic Street Information.....	8
3.02 Identify Intersection and Safety Needs .....	9
3.03 Develop DCRs for Intersection and Safety Projects.....	10
3.04 Secure Funding for Safety Projects.....	11
TASK 4: BICYCLE AND PEDESTRIAN PROJECTS .....	11
4.01 Complete Right-of-Way and Easement Acquisitions for Committed Projects.....	11
4.02 Identify Bicycle and Pedestrian Needs .....	11
4.03 Develop DCRs for Bicycle and Pedestrian Projects .....	11
4.04 Facilitate Application for Federal Funds .....	12
TASK 5: LOOP 303 .....	12
5.01 Waterline Extension Coordination.....	12
5.02 Miscellaneous Review and Coordination .....	12
TASK 6: GO TRANSPORTATION PROGRAM SUPPORT.....	12
6.01 Planning and Coordination .....	12
6.02 Public Involvement .....	13
6.03 Financial Analysis.....	14

SUPPLEMENTAL SERVICES.....16

    TASK 7: DESIGN CONCEPT REPORTS (SUPPLEMENTAL) .....16

        7.01 Transit Stops .....16

        7.02 Bike/Pedestrian Projects .....16

        7.03 Intersection Projects.....17

        7.04 Safety Projects .....17

    TASK 8: FINAL DESIGN FOR MINOR PROJECTS (SUPPLEMENTAL) .....17

        8.01 General Final Design .....17

        8.02 Transit Stops .....18

        8.03 Bike/Pedestrian Projects .....18

        8.04 Safety Projects .....18

        8.05 Grand Avenue Follow-up to ADOT Project.....18

    TASK 9: RIGHT OF WAY ACQUISITIONS, EASEMENTS AND RELOCATION  
(SUPPLEMENTAL).....19

        9.01 Right-of-Way Acquisitions.....19

        9.02 Relocation .....22

        9.03 Phase I Environmental Site Assessments .....23

    TASK 10: GO TRANSPORTATION PROGRAM SUPPORT (SUPPLEMENTAL).....23

        10.01 Development Impact Fees.....23

## EXECUTIVE SUMMARY

The Glendale Onboard (GO) Transportation Program is based on a half-cent sales tax dedicated to transportation as supported by Glendale voters in 2001. Much progress has been made since this voter approval: 17 intersections have been improved, 15 bicycle/pedestrian projects have been constructed, 10 airport projects have been completed, and transit service has been doubled. A key element the GO program is to use dedicated GO funding as leverage to bring regional, state and federal funding to the City to meet local needs.

The GO program has used general engineering consultant services to actualize capital projects. The proposed two year contract extension with URS will provide a wide range of expertise to meet project development needs including civil engineering, traffic engineering, drainage, bridge structures, surveying, legal descriptions, right-of-way acquisition and relocation, environmental analyses, public involvement, and financial analysis. Key areas where these services will be applied include:

- Northern Parkway. Advance construction of the Northern Parkway in accord with Glendale interests. This includes: completing landscape water arrangements, reviewing plans, protecting right-of-way, and documenting of Glendale matching funds.
- Grand Avenue. Facilitate efforts to complete the access control and beautification project along Grand Avenue. This includes; completing the land swap between ADOT and the City, preparing surplus land for sale, and scoping projects for ADOT Phase II funding.
- Street Safety. Identify and prioritize street safety needs, developed project concepts and secure funding.
- Bicycle/Pedestrian Projects. Identify and prioritize bicycle and pedestrian projects needs, develop project concepts and secure funding. Also complete ROW acquisitions for programmed bicycle and pedestrian projects.
- GO Program Support. Help meet City GO program requirements and maintain the integrity of the program. This includes providing high level financial expertise to annually update cost and funding estimates for the GO 25-year program. Also, support the GO public outreach efforts with periodic presentations to CTOC, an annual newsletter and an annual open house.

This scope of service is dividing into two areas: Basic Services to meet known needs, and Supplemental service to meet potential needs as authorized by the project manage. This two year

contact includes \$930,000 in Basic services and 565,000 in Supplemental services. This total amount of \$1,495,000 is approximately 36 percent less than the previous two year extension.



## INTRODUCTION

This scope of work is for a two-year contract extension for fiscal years 2013 and 2014 and will replace the original scope of work located in Exhibit B of the Agreement for Professional Services (C-467) dated 6/25/08. URS will be the prime consultant providing general engineering services to the City to support the Glendale Onboard Transportation Program while OR Colan and Associates will be a sub-consultant to URS providing right-of-way acquisition and relocation services. Services to be provided as described in this scope of work are divided into basic and supplemental. While both basic services and supplemental services are included in the contract extension, supplemental services would be provided on an as-needed basis when authorized in writing by the City's project manager. Basic services are divided into several tasks including GO Transportation Program support, Northern Parkway, Grand Avenue, streets – intersections and safety projects, bicycle and pedestrian projects and Loop 303. Supplemental services include design concept reports (DCR), final design for minor projects, right-of-way acquisition including easements and relocation, and additional GO Transportation Program support.

## BASIC SERVICES

### TASK 1: NORTHERN PARKWAY

In November of 2001 the Glendale voters passed a half-cent sales tax to fund a variety of transportation projects throughout the city including Northern Parkway, and in November 2004 voters of Maricopa County passed Proposition 400 which included Northern Parkway as part of the Regional Transportation Plan (RTP). Proposition 400 extended the countywide half-cent sales tax to help fund the projects in the RTP. An Intergovernmental Agreement (IGA) signed in 2008 by the Northern Parkway partner agencies (Glendale, Maricopa County, Peoria and El Mirage) stipulates funding shares and designates Maricopa County Department of Transportation (MCDOT) as the lead agency for final design and construction. Seventy percent of the project cost is funded from regional sources (MAG STP) and Glendale is committed to fund 12% of the project cost. URS will assist the City of Glendale in monitoring construction, use of Glendale matching funds, and review final design plans to insure the needs of Glendale are met with this multi-agency project.

MCDOT as the lead agency for Northern Parkway completed final design of interim improvements from Sarival Avenue to Dysart Road. Construction of this segment began in



March 2012 and completion is anticipated in April 2013. Landscape improvements associated with the first segment construction are planned to begin in May 2013 be complete in early 2014. The City of Glendale is responsible for providing irrigation water for the Northern Parkway landscaping. This is planned to be accomplished by extending an existing EPCOR waterline in Sarival Avenue and extending an existing Valley Utilities waterline in Dysart Road. Grade separation bridges at Reems Road and Litchfield Road are currently under final design while preliminary design is moving forward on Northern Parkway from Dysart Road to 111<sup>th</sup> Avenue. The following subtasks are anticipated to support the City of Glendale as a partner agency as the project progresses.

### **1.01 Complete Waterlines for Landscaping**

Landscape plans from Sarival Avenue to Dysart Road are complete. These plans show water connections at the northwest corner Sarival Avenue and Northern Parkway and at the southwest corner of Dysart Road and Northern Parkway. The City has developed waterline plans along Sarival Avenue to extend an existing waterline located 0.5 mile north of Olive Avenue to Northern Parkway (1 mile). These plans are in the process of being approved by Edmonton Power Corporation (EPCOR) and a Main Extension Agreement (MXA) is currently under review by the City Attorney. In addition, a permit from the Burlington Northern Santa Fe Railway Company has also been requested. Once all the approvals have been obtained including the Arizona Corporation Commission, the City will bid, hire a contractor and inspect the installation of the waterline. Additional design review, MXA coordination and other tasks are expected during this contract extension.

It is assumed that the Dysart Road point of connection can also be utilized to provide irrigation water for new Northern Parkway landscaping from Dysart Road to the Agua Fria River. In addition, water for landscape irrigation east of the Agua Fria River could be supplied by an existing 12-inch City of Glendale water main located at Northern Avenue and 115<sup>th</sup> Avenue or the City of Peoria.

### **1.02 Refinement and Staging of Grand/Northern Interchange Concept**

Northern Parkway improvements at the intersection of Grand Avenue are important to the City. Based on the DCR concept the City has acquired most of the land needed on the southeast corner including whole takes which resulted in excess right-of-way. The excess right-of-way was necessary to establish access control and to allow flexibility to protect the future right-of-way requirements from any future development. The DCR concept includes a flyover ramp from Northern Parkway west of Grand Avenue to Grand Avenue south of Northern Avenue. The

flyover requires that northwest bound Grand Avenue lanes be shifted east. In addition, the DCR concept includes a new connector road in the southeast corner to accommodate southeast bound Grand Avenue traffic turning left onto Northern Avenue. The Grand Avenue flyover bridge and ramps would require a large amount of funding and is not feasible to divide into smaller segments. However, widening Northern Avenue, construction of the new connector road and construction of the new northwest bound Grand Avenue roadway to accommodate the Grand flyover and associated right-of-way are smaller pieces of the intersection/interchange that could be separated and constructed as funding opportunities become available. The concept needs to be refined so surplus land can be sold. Roadway and drainage requirements need to be precisely defined so surplus land can be sold. Also, the design concepts need to be clear to facilitate development and control access. URS will refine the DCR concept, prepare phasing plans and update cost estimates for each phase.

### **1.03 Prepare Surplus Land for Sale**

The City has acquired several properties as “whole takes” along the Northern Parkway corridor including 2 properties between 103<sup>rd</sup> Avenue and 99<sup>th</sup> Avenue and 3 properties near Grand Avenue. URS will prepare legal descriptions of the excess right-of-way, combine multiple parcels into a single parcel, coordinate access and development stipulations, explore zoning adjustments, prepare exhibits for public distribution and prepare appraisals as necessary.

### **1.04 Document Glendale Matching Funds**

In order to recognize Glendale expenditures for matching funds, URS will document Glendale expenditures for Northern Parkway for Fiscal Years 2012, 2013 and most of 2014 (through May 2014). URS will prepare binders that include invoices for Glendale cash match contributions, invoices for URS Northern Parkway work and right-of-way acquisition documents and files that meet FHWA requirements.

In addition, URS will support Glendale in tracking and reviewing MCDOT’s Northern Parkway Project Reimbursement requests to MAG to ensure previous matching commitments are fully recognized.

### **1.05 Review Costs and Funding**

MCDOT prepares an annual update to the Northern Parkway 5-year life cycle program. In addition, MAG updates the regional arterial life cycle program (ALCP) annually. URS will review and comment on the draft programs and also prepare and analyze Glendale match costs and funding scenarios as requested.

## **1.06 Right-of-Way Protection**

The Northern Parkway IGA requires each partner agency to acquire right-of-way within their jurisdiction. As development activity within the City of Glendale is identified, Glendale may need to act before the right-of-way is needed for Northern Parkway construction to prevent development within the proposed right-of-way. This sometimes necessitates advanced acquisition of right-of-way. Glendale is currently acquiring a portion of a property near 107<sup>th</sup> Avenue and Northern. For the purpose of this report, it is assumed that 3 additional advanced acquisitions would be required. The acquisitions require obtaining title reports, preparing legal descriptions, preparing a Phase I environmental site assessment, 2 appraisals and a review appraisal, preparation of a purchase and sales agreement, legal review, presentation and negotiation of the offer, escrow coordination and relocation when required.

## **1.07 Plan Review and Coordination**

Maricopa County Department of Transportation (MCDOT) manages the final design in partnership with the City of Glendale, City of Peoria, and the City of El Mirage as stipulated in an IGA signed by the partners. ADOT, Maricopa Association of Governments (MAG), FHWA, Flood Control District of Maricopa County (FCDMC), and Luke Air Force Base (AFB) are agency stakeholders. The partnership agencies form the Northern Parkway Executive Committee, and this committee is supported by the stakeholder agencies. The committee continues to meet monthly, and URS will provide support for these meetings as required by the City of Glendale.

The Northern Parkway IGA also stipulates that each agency operate and maintain (O&M) the parkway within their jurisdiction. Because of this O&M responsibility, it is very important that the construction plans and specifications be reviewed closely by Glendale. URS will assist the City in this effort by providing plan review services during preliminary and final design of Northern Parkway from Dysart Road to 111<sup>th</sup> Avenue and for final design of the Reems and Litchfield overpass structures and approach roadways. URS will review and comment on the plans and specifications at the 40%, 70%, 95% and 100% level of final design. URS will focus its review to ensure design consistency with the approved DCR and compliance with the approved EA mitigation measures.

## **1.08 O&M IGA**

It is anticipated that intergovernmental agreements between MCDOT, City of Glendale, City of El Mirage, City of Peoria and the Flood Control District of Maricopa County would need to be

complete prior to the construction of the segment from Dysart Road to 111<sup>th</sup> Avenue. It is assumed that MCDOT would be the lead agency for this IGA or multiple IGAs. URS will help define maintenance areas, estimate maintenance costs and review and comment on draft IGA documents.

## **TASK 2: GRAND AVENUE**

Glendale voters approved funding for improvements along Grand Avenue in 2001 and County voters approved funding for Grand Avenue in 2004. An IGA with ADOT commits the City to provide a portion of the funding for city requested enhancements while ADOT is funding the majority of the work. Under this task, URS will provide support services to the City of Glendale relating to the improvements to Grand Avenue to be constructed by ADOT (Project No. 060 MA 149 H7328 01 C). Construction is scheduled to begin in the summer of 2012. The following subtasks give additional detail of the services to be provided.

### **2.01 Land Swap with ADOT**

Glendale has acquired 20 properties for the project to be conveyed to ADOT for US 60 right-of-way. ADOT has acquired 9 properties that include excess right-of-way for the current project and from the Glendale Avenue underpass project that the City wants to acquire from ADOT. Legal descriptions for the excess right-of-way will be prepared by URS and attached to conveyance documents. Title reports are assumed not to be necessary. The land swap is anticipated to be conveyed with a resolution. ADOT may require appraisals for the properties involved in the land swap and it is assumed that ADOT would prepare the appraisals if required. Extensive coordination is anticipated to complete the land swap with ADOT. URS will assist the City in working with ADOT.

### **2.02 Prepare Surplus Right-of-Way for Sale**

URS will prepare legal descriptions for four large new parcels formed by combining parcels of excess land resulting from Grand Avenue right-of-way acquisition of whole properties. URS will perform the required surveys, establish property line monuments, and record the new legal descriptions and obtain new parcel numbers. Zoning adjustments and stipulations would be coordinated with the City. URS would provide support for the City in developing a plan to facilitate new development compatible with the Grand Avenue corridor including new appraisals of the reconfigured properties.

## **2.03 Identification of Future Project**

The MAG RTP has \$20 million budgeted in Phase 2 for US 60 improvements from Van Buren Street to Loop 101 (FY 2013 to FY 2015). Glendale anticipates a portion of this funding would be allocated to US 60 (Grand Avenue) within the City of Glendale (\$3 to \$10 million). URS will analyze US 60/Grand Avenue within the City to determine recommendations for short term improvements. Improvements could include installation of “way finding” signs especially in the downtown area and landscaping the west side of Grand Avenue along the railroad tracks. Concept plans and a planning level cost estimates would then be prepared by URS for each of the recommended improvements.

In addition, MAG is currently developing long range plans for US 60. URS will support Glendale in the review of the findings and supply information for the MAG COMPASS project as needed.

### **TASK 3: STREETS – INTERSECTION AND SAFETY PROJECTS**

#### **3.01 Update Basic Street Information**

##### ***3.01.01 Determine Annual Average Daily Traffic***

The City traffic count maps need to be updated. The last counts were taken in 2007 and in some areas counts are over 6 years out of date. URS (TRA) will conduct 24-hour two direction traffic counts at up to 110 arterial street segments within the City of Glendale. The counts would be taken during the week between Tuesday and Thursday. It is assumed that Glendale would provide the daily variation factors and the monthly variation factors that are necessary to determine the Annual Average Daily Traffic (AADT) volumes. URS would then plot the resultant arterial street segment AADTs on a map of the City that shows all of the arterial streets within Glendale. In addition to the arterial streets that Glendale operates and maintains, URS will obtain AADT data from ADOT for US 60 from Camelback Road to Butler Avenue and for Loop 101 from Camelback Road to Northern Avenue and from Bell Road to 51<sup>st</sup> Avenue. These AADTs will also be shown on the City AADT map.

In addition to the volume data, vehicle speed data will also be obtained during the 24-hour period. The speed data will also be shown on the City map. This information will be used to help meet City responsibilities for setting speed limits on arterial streets.

### ***3.01.02 Estimate Current and Projected Levels of Congestion at Arterial Intersections***

URS will determine a planning Level of Service (LOS) for up to 35 signalized arterial intersections. Volume to capacity ratios will be determined using the AADT data collected and intersection configuration data. Volume to capacity ratios will be used for comparison purposes. The intersections would be ranked from most congested to least congested.

Future traffic volumes will be estimated based on MAG model data for the years 2020 and 2031. Future daily volume map for Glendale arterial streets will be prepared by URS for 2020 and 2031 based on latest available socio-economic data and networks. URS will determine planning LOS for up to 35 signalized arterial intersections using projected volumes obtained from MAG for both 2020 and 2031. Intersection configurations would be based on current conditions.

### ***3.01.03 Document Current Traffic Accidents***

The City of Glendale Transportation Services will provide accident data in Microsoft Excel format for the arterial streets and intersections. URS will develop a map to show the total number of accidents and accident rates over the last 5 years at each of up to 35 arterial intersections. The intersections would be ranked from the intersection with the highest accident rate to the intersection with the lowest. In addition, the top 10 locations other than arterial intersections would be ranked to determine areas with the most accidents and the highest accident rates. URS will analyze the traffic accident data to identify trends and anomalies.

### ***3.01.04 Basic Street Information Report***

URS will summarize the basic street information including traffic counts, AADT, speeds, current and future intersection planning LOS, and traffic accidents in a report which will be submitted to the City. URS in collaboration with the City of Glendale Transportation staff will select up to 7 intersections or other locations for more detailed analysis based on the data in the report.

## **3.02 Identify Intersection and Safety Needs**

### ***3.02.01 Intersection Operational Analysis***

URS will determine the AM and PM peak hours at each location of the 7 locations identified in the Basic Street Information Report based on the 24-hour counts obtained and then calculate peak hour traffic volumes. Turning movement counts will be obtained by URS/TRA at the appropriate locations (up to 7). Traffic signal timing information would be obtained from the

City for the signalized intersections within the 7 study locations. An operational LOS will be determined by URS at the intersection locations.

In addition to the existing conditions operational analysis, future operational LOS will be determined at the 7 locations based on projected 2020 traffic volumes, estimated peak hour volumes, estimated turning movements and signal timing data. The type of accidents at each of these 7 intersections will be analyzed.

### ***3.02.02 Evaluation***

Based on the operational analysis for both the current condition and the future condition, URS will identify the intersections with the worst LOS and most accidents and recommend capacity and safety improvements for the intersections. In addition, URS will also identify general strategies that would have the potential to improve safety and efficiency of arterial intersections and other identified locations. The potential costs and benefits would be part of the evaluation process.

### ***3.02.03 Operational Analysis Report***

The operational analysis and evaluation would be summarized in a report submitted to the City for review. URS will identify 4 of the top 7 intersections or other locations that are feasible to improve and are likely to have the most effect on the safety and operation of the intersection.

## **3.03 Develop DCRs for Intersection and Safety Projects**

URS will prepare up to four DCR's for safety improvements at intersections and other locations that will include alternative analysis, concept plans, cost estimate, benefit-cost ratios and recommendations. Up to 3 alternatives will be evaluated and a recommended alternative will be selected based on criteria developed jointly with City Transportation staff. A concept plan for the recommended alternative will be developed using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and owner information and show existing utilities. Existing right-of-way and property information will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final reports.

### **3.04 Secure Funding for Safety Projects**

URS will prepare and submit up to 4 applications for federal Highway Safety Improvement Program (HSIP) funding.

In addition, URS will conduct a survey of arterial streets in Glendale to determine power poles that are located within 18 inches of the back of curb and identify the most critical locations for possible inclusion into a safety project to be addressed in cooperation with utility companies.

## **TASK 4: BICYCLE AND PEDESTRIAN PROJECTS**

### **4.01 Complete Right-of-Way and Easement Acquisitions for Committed Projects**

URS will obtain title reports, prepare legal descriptions, prepare Phase I environmental site assessments, appraisals, develop purchase and sales agreements, present offers and coordinate escrow for up to three acquisitions, easements or permits.

### **4.02 Identify Bicycle and Pedestrian Needs**

URS will work with City Transportation staff to develop a methodology for identifying and evaluating bicycle and pedestrian needs within the City of Glendale. Once the needs have been documented URS will use the methodology to identify the top 10 needs. The methodology, evaluation and the selected top 10 needs will be documented in a report submitted to the City for review.

### **4.03 Develop DCRs for Bicycle and Pedestrian Projects**

URS will identify 4 of the top 10 bicycle and pedestrian needs that are feasible and are likely to have the most impact for bicycle and pedestrian movements and safety. URS will prepare a DCR for up to 4 bicycle and pedestrian projects that will include alternative analysis, concept plans, cost estimate and recommendations. Up to 3 alternatives will be evaluated and a recommended alternative will be selected based on criteria developed jointly with City Transportation staff. A concept plan for the recommended alternative will be developed in CADD format using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and owner information and show existing utilities. Existing right-of-way and property information will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final reports.

#### **4.04 Facilitate Application for Federal Funds**

There are several federal funding sources that could be used to construct bicycle and pedestrian facilities. These include Congestion Mitigation and Air Quality Improvement Program (CMAQ), Safe Routes to School and Recreational Trails Program and Transportation Enhancement Funds. URS will research these funding sources and develop up to 4 applications for the most promising funding program.

#### **TASK 5: LOOP 303**

##### **5.01 Waterline Extension Coordination**

The City has prepared plans to extend an 8-inch EPCOR waterline west of SR 303L and south of Northern Avenue. This waterline would supply landscape irrigation water to Loop 303 landscaping from Camelback Road to Peoria Avenue (5 miles). ADOT has not completed landscape design for Loop 303 but ADOT plans to begin construction of the Loop 303 roadway this year. It is anticipated that landscape irrigation water will not be needed until early 2014. The plans still require approval from EPCOR and the Main Extension Agreement (MXA) still needs to be completed and approved by the City Attorney and EPCOR. URS will help the City document Glendale reimbursable expenditures, coordinate the approvals and monitor the construction by EPCOR forces when the time comes.

##### **5.02 Miscellaneous Review and Coordination**

URS will assist Glendale in any final design review of the roadway and landscape plans and coordinate issues relative to the City brought up during construction.

#### **TASK 6: GO TRANSPORTATION PROGRAM SUPPORT**

The Glendale On-Board (GO) Transportation Program Support portion of the General Engineering Consultant Services contract includes a combination of activities that relate to the overall planning, coordination, monitoring, financial analysis, and public involvement on the GO Transportation Program. These activities are described in the following subtasks.

##### **6.01 Planning and Coordination**

###### **6.01.01 Communication**

This task includes ongoing communication and coordination with City staff and others throughout the program in order to receive input and direction, answer questions, report on

progress, attend meetings, and other related activities that are necessary for effective ongoing communication and coordination. It also includes communication and coordination with other interested individuals or organizations including other City departments, outside agencies, property owners, business owners, final design engineers, contractors, utility providers, and others. It includes attendance and presentations as requested at the monthly meetings of the Glendale Onboard Management Team (2) and at monthly Citizens Transportation Oversight Commission (CTOC) meetings (6). This task will mostly involve the services of URS Corporation's (URS) Project Manager but is expected to occasionally involve other key URS staff depending on the nature of the planning and coordination issues. In addition, this task includes weekly coordination meetings with the City Deputy Transportation Director, the City Transportation Planning Manager, the URS Project Manager, and other URS or City staff as necessary. Support services for these meetings such as graphic display board preparation, PowerPoint development, and preparation of meeting agendas and summaries are also included in this task.

#### ***6.01.02 Cost/Schedule/Quality Control/Monthly Reports/Invoicing***

In order to effectively monitor progress of the projects within the GO Program and ensure that important goals and objectives are being achieved, project cost estimates and schedules will be prepared and monitored on an ongoing basis to ensure that the program is staying on schedule and within budget.

Schedules and costs will be closely monitored for this General Engineering Services contract as well. Monthly reports summarizing the accomplishments and the work completed will accompany each invoice to the City. The work completed will be compared to the budget spent to determine if course corrections are necessary to keep the project within budget.

Review and checking of all deliverables to the City is also included in this task. Both detail checking and scope/reasonableness checks will occur. Although these checks will be part of the tasks with which they are associated, checking the overall compliance with quality procedures and checking of general items associated with Task 6 is part of this subtask.

#### **6.02 Public Involvement**

During the next two years of the GO Program, projects within the program will be at various stages of completion. The public involvement program is designed to provide ongoing information and status reports on the progress of the overall program and individual projects.

The ongoing program will include developing key messages, facilitating public open houses, development of newsletters and fact sheets, and press releases. The following are descriptions of these tasks in further detail.

#### ***6.02.01 Annual Color Brochure***

A four-page, color brochure based on information in the GO Transportation Program Annual Report prepared by the City will be produced by URS. The goal of the brochure is to maintain accountability of the program to the citizens of the City. Topics to be covered in the brochure will be milestones reached to date, updates on upcoming projects, and what these projects mean to the stakeholders.

URS will produce and distribute the four-page color brochure to City staff, CTOC members, elected officials, and to the public during community events such as the annual Glendale Family Bike Ride. It is also assumed that the annual color brochure will be prepared twice during the two-year period of this Contract.

#### ***6.02.02 Public Meetings***

The public meeting process will include a combination of the following meetings:

- Two citywide Public Open House meetings (annual). These meetings are anticipated to occur in the spring of 2013 and 2014.
- Two Glendale Family Bike Rides, which includes a booth with GO Program information. These events are anticipated to occur in the spring of 2013 and 2014.
- Occasional public exhibits for conferences or special events.

URS will be responsible for organizing or developing all display boards, PowerPoint presentations, etc., for selected public meetings. URS will work with City staff to determine which display boards to use and layout stations at the meetings. URS will produce or gather informational handouts, comment sheets, provide refreshments at the open house meeting and at the bike ride event, and prepare nametags. URS will prepare a written meeting summary and present the summary at a CTOC meeting if requested.

### **6.03 Financial Analysis**

Under this task, URS will provide financial services on an as-needed basis over the period FY 13 through FY 14 in support of the GO Program. Such services may include, but not be limited to:

preparation of revisions and updates to the program's *Financial Update – Financial Factors and Projections* Located in Appendix B of the Annual *Program of Projects* report, review and revise various revenue and funding projections, update forecasts to inflation rates and debt financing costs (interest rates, bonding costs, etc.), bonding strategies, and cash flow analysis of program income and expenditures. In addition, sales tax projections based on the new MAG socio-economic projections and trends will be updated. Project costs in the City of Glendale financial model are to be adjusted as necessary to maintain balanced long range program as required in order to keep the commitment made to the voters.

## **SUPPLEMENTAL SERVICES**

Supplemental services listed in the following sections (Sections 7, 8, 9, 10) would be provided on an as needed basis when authorized in writing by the City's Project Manager. Supplemental services include design concept reports (DCR), final design for minor projects, right-of-way acquisition including easements and relocation, and additional GO Transportation Program support. Separate scope of work documents would be prepared and approved prior to work on supplemental tasks.

### **TASK 7: DESIGN CONCEPT REPORTS (SUPPLEMENTAL)**

#### **7.01 Transit Stops**

Design concept reports will be prepared for up to 10 bus pull outs and bus stops at locations in the City of Glendale as identified by Glendale Transportation staff. The DCRs will include concept plans, cost estimates and recommendations. The concept plan for the recommended alternative will be developed using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. Existing right-of-way and property information will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final report.

#### **7.02 Bike/Pedestrian Projects**

In addition to the bike/pedestrian projects identified in Section 5, design concept reports will be prepared for up to 3 bicycle and pedestrian enhancement projects at locations in the City of Glendale as identified by Glendale Transportation staff. The DCRs will include alternative analysis for up to 3 alternatives, concept plans, cost estimates and recommendations. The concept plan for the recommended alternative will be developed in CADD format using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. Existing right-of-way, property information and utility easements will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final report.

### **7.03 Intersection Projects**

In addition to the intersection projects identified in Section 4, design concept reports will be prepared for up to 2 intersection improvement projects at locations in the City of Glendale as identified by Glendale Transportation staff. The DCRs will include alternative analysis for up to 3 alternatives, concept plans, cost estimates and recommendations. The concept plan for the recommended alternative will be developed in CADD format using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. Existing right-of-way, adjacent property information and utility easements will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final report.

### **7.04 Safety Projects**

In addition to the safety projects at locations other than arterial intersection projects identified in Section 4, design concept reports will be prepared for up to 2 safety projects at locations in the City of Glendale as identified by Glendale Transportation staff. The DCRs will include alternative analysis for up to 3 alternatives, concept plans, cost estimate and recommendations. The concept plan for the recommended alternative will be developed in CADD format using aerial imagery provided by the City. The concept plan will include the recommended improvements, existing and proposed right-of-way lines, adjacent property lines and property owner information and show existing utilities. Existing right-of-way, adjacent property information and utility easements will be confirmed as required by obtaining title reports from North American Title Company. A draft report will be submitted for review and comment prior to the preparation of the final report.

## **TASK 8: FINAL DESIGN FOR MINOR PROJECTS (SUPPLEMENTAL)**

### **8.01 General Final Design**

Final design plans for the potential projects described in the following sections would be based on approved DCR's completed for the City. Final design tasks include topographic survey, survey control based on Glendale's coordinate system, utility coordination, layout of the proposed improvements in CADD, development of construction plan sheets and details, preparation of the construction cost estimate, preparation of special provisions and specifications, identifying new right-of-way requirements, coordination with affected city departments including engineering and coordination with other agencies. Plans will be submitted

at 30%, 60%, 95% and final levels of design. Plans and specifications will be in accordance with City standards or ADOT standards depending on the funding source.

### **8.02 Transit Stops**

Final design will be completed for up to 10 bus pull out and bus stop projects as identified by City Transportation staff as described in Section 8.01.

### **8.03 Bike/Pedestrian Projects**

Final design will be completed for up to 3 bicycle/Pedestrian projects as identified by City Transportation staff as described in Section 8.01.

### **8.04 Safety Projects**

Final design will be completed for up to 2 safety projects at locations other than arterial intersections as identified by City Transportation staff as described in Section 8.01.

### **8.05 Grand Avenue Follow-up to ADOT Project**

The City has worked with ADOT extensively to include walls, eliminate driveways and provide information for the land swap agreement as part of the ADOT project for Grand Avenue improvements (Project No. 060 MA 149 H7328 01 C). There may be some things that do not get included in the Grand Avenue project that the City of Glendale may want to complete after the ADOT project is finished. These items could include final new walls (2 locations), complete landscaping (2 locations), final driveway adjustments (2 locations), signs (2) and right-of-way acquisition refinements (2 locations). URS will support the City in working with affected property owners, designing improvements, developing cost estimates and preparing construction documents as necessary.

## **TASK 9: RIGHT OF WAY ACQUISITIONS, EASEMENTS AND RELOCATION (SUPPLEMENTAL)**

### **9.01 Right-of-Way Acquisitions**

This section describes the services necessary to accomplish the acquisition of right-of-way and easements for up to 4 properties in accordance with the terms of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended. Tasks associated with right-of-way acquisition and easements include:

- Obtain title reports
- Obtain right-of-entry's and introduce the project to the property owner
- Prepare legal descriptions
- Prepare 2 appraisals for each property
- Complete review appraisals for each property
- Prepare a just compensation letter signed by the City and summary statement for each property
- Develop a written purchase and sales agreement for each property
- Coordinate City approval of the purchase and sales agreements
- Prepare offer letters signed by the City and present the offers to the property owners and negotiate the sale of the properties
- Provide support for escrow services
- Keep a detailed contact log for each property acquisition.
- Prepare and submit to the City an acquisition file (hard copy) per FHWA requirements

URS would complete the first six bullets in the list above while the O.R. Colan acquisition agent would perform the remaining bullet items in the list.

#### ***9.01.01 Appraisal Services***

URS will use experienced appraisers (Dennis L. Lopez & Associates and Roger L. Dunlap & Associates) and other appraisers as needed to secure appraisal services for up to 4 properties identified by the City Transportation Department. Per City policy, two independent appraisals will be prepared for each property. In addition, a review appraisal will be completed for each

property (Alderson Appraisal Review). If billboards are encountered that require removal or relocation, a specialty appraiser – Sign Value, Inc. (Paul Wright) would be asked to prepare the appraisal. Three copies of each appraisal will be submitted to URS, and URS will forward one of these copies to the City.

The following tasks are those representing the typical ROW appraisal. The tasks are presented in the general order in which they are accomplished, although some functions may be concurrent.

1. Review ROW exhibit, legal description, and title report.
2. Contact the Owner(s) to advise them of the pending appraisal.
3. Conduct an inspection of the property with the Owner if available.
4. Conduct market research to obtain information, which will be utilized in the valuation. These items may include, but are not limited to:
  - a. Size, shape, topography, and related physical characteristics
  - b. Legal status of the property including zoning, deed restrictions, etc.
  - c. Sales of comparable properties, if a sales approach is used.
  - d. Comparable rental information where applicable, if income approach is used.
  - e. Replacement cost estimates, if the cost approach is used
5. Provide a fee interest value for the take area. If a “strip” take, or substantially less than a total take, appraise “as if vacant” plus those minor improvements that would add value to the take area. Analyze the impact of the proposed acquisition and construction on the subject property, including such items as changes in access, changes in grade, proximity to building improvements, walls, impact on signage, and retention areas for storm water. Estimate the value of the property in it’s before conditions and after condition including severance damages and /or benefits where applicable. If the entire property is needed for the project, an after condition is not necessary.
6. Determine if there is a tenant(s) on the property or other revenue-generating lease such as a billboard or cell tower. If there is a lease, obtain a copy of the lease agreement and discuss the current lease terms and current market value of the lease or rent. Determine the leasehold interest in the property. If the terms indicate a month-to-month lease arrangement, the City may request a rental analysis to be used to determine market rent for extended occupancy agreement (EOA).

7. Prepare a written appraisal report documenting the methodology used to determine the value of the right-of-way to be acquired or the property to be acquired. Provide one copy of the draft report for use by the review appraiser
8. Modify the appraisal report as requested by the review appraiser.
9. Make changes recommended by the review appraiser, if any, and submit 3 copies of the final appraisal report.

***9.01.02 Title Reports, Title Insurance, and Close of Escrow Services***

As a vendor to URS, North American Title Company will provide title reports, and as a service provider to the City will provide title insurance, and close of escrow services for the parcels identified for acquisition. These services are required to complete the acquisition process.

The escrow officer would ensure that when escrow closes and the deed is recorded, the original signed deed is sent to the Glendale City Clerk's office at the following address within a week of closing:

City Clerk  
City of Glendale  
5850 West Glendale Avenue, Suite 455  
Glendale, AZ 85301

A copy of the signed deed and the title policy will be sent to the following individuals within 30 days of closing:

Bob Darr  
Transportation Planning Manager  
City of Glendale  
5800 West Glenn Drive, Suite 315  
Glendale, AZ 85301

Roger Miles  
Project Manager  
URS  
7720 North 16<sup>th</sup> Street, Suite 100  
Phoenix, AZ 85020

North American Title will prepare a transmittal letter for each of the mailings to include the sellers name, property address, and deed recording number and date.



## **9.02 Relocation**

As a subconsultant to URS, O.R. Colan Associates would provide relocation services for owner occupied and tenant-occupied properties in accordance with State of Arizona statutes and in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. These properties are anticipated to consist of 20 residential units and three buildings used for businesses.

### ***9.02.01 Residential Relocations***

An O.R. Colan relocation agent will meet with the property owner and/or tenant within a week or two after the Glendale City council approves the sale of the property. At the initial interview, the relocation agent will present a relocation information booklet and discuss the relocation assistance program with the property owner and/or tenant. The relocation agent will survey the residents to determine household composition, relocation needs, and special concerns. An interpreter will be provided if required.

Comparable properties will be identified based on Multiple Listing Service (MLS) data, newspaper ads, rental publications, and referral services. This information will help determine the housing replacement payment to be made. The replacement-housing offer will be presented when the initial acquisition offer is made. If necessary, additional meetings will be conducted to assist households with their particular needs, including preparation of relocation and other associated claim work.

### ***9.02.02 Business Relocations***

During the first business interview, the relocation agent will present the relocation informational booklet and survey the business to determine replacement site requirements, any contractual obligations, the financial capacity of the business to accomplish the move, an estimate of the time required to vacate the site, an estimate of the anticipated difficulty in locating replacement property, the need for advanced relocation payments, and any other special concerns.

Follow up meetings will be held with the business owner to define the owner's desires for a replacement site. Information on the availability, purchase prices, and rental costs of suitable business properties and locations will be provided to the business owner on an ongoing basis until a replacement site, if any, is chosen.

The relocation agents will prepare move specifications and a certified inventory for each business. The move specifications would be reviewed and approved by the City. Once a

replacement site is identified, the business owner and the relocation agent will select the commercial movers and other specialty providers deemed necessary to accomplish the move, and together they will inspect both the origin and destination to ensure that the scope of work is understood and the bids truly represent the real cost of the relocation.

Once these costs are documented a determination letter would be prepared and presented to the business owner or tenant. A 90-day vacate notice will also be presented to the owner or tenant. The determination letter and 90-day vacate notice would be given to the business owner within a week or two of the property close of escrow date.

Throughout the business relocation process, the relocation agent will provide advisory assistance in order to minimize hardships to the businesses in adjusting to relocation. Appropriate counseling and advice will be offered as to other sources of available assistance, including, for example, small business loans. Finally, relocation and associated claim work will be prepared.

### **9.03 Phase I Environmental Site Assessments**

Phase I Environmental Site Assessments (ESA)s would be conducted for up to 4 property acquisitions consistent with the methods and procedures described in the American Society for Testing and Materials standard for Phase I ESAs (ASTM E 1537-05) and Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) Rule (40 CFR Part 312). URS will prepare and submit 2 copies of the draft Phase I ESA for review by the City, revise the report as necessary to incorporate City comments, and prepare 2 copies of the final Phase I ESA.

## **TASK 10: GO TRANSPORTATION PROGRAM SUPPORT (SUPPLEMENTAL)**

### **10.01 Development Impact Fees**

Recent legislation in Arizona changes the rules for municipal development impact fees. The City of Glendale has contracted with a specialty firm to revise the City's policy regarding impact fees to be consistent with new state statutes. URS may be asked to assist the City Transportation Services in developing transportation portion of the impact fees. URS would prepare updated transportation plans and costs to be included with other costs in the revised combined impact fee.

**SECOND EXTENSION OF CONTRACT NO. C-6467**

**EXHIBIT 2C1**

**PROJECT SCHEDULE**

**(Cover sheet)**



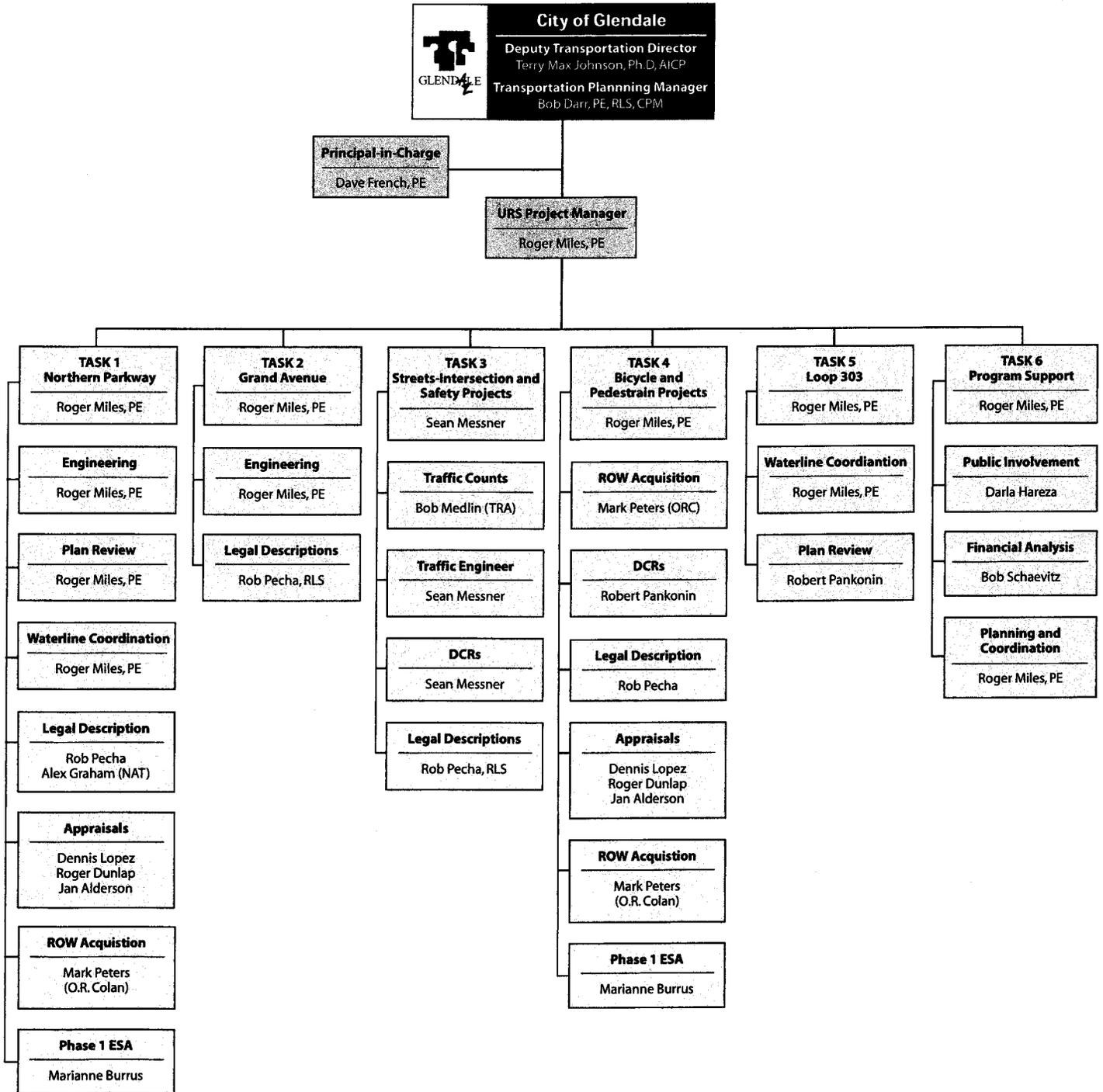
**SECOND EXTENSION OF CONTRACT NO. C-6467**

**EXHIBIT 2C2**

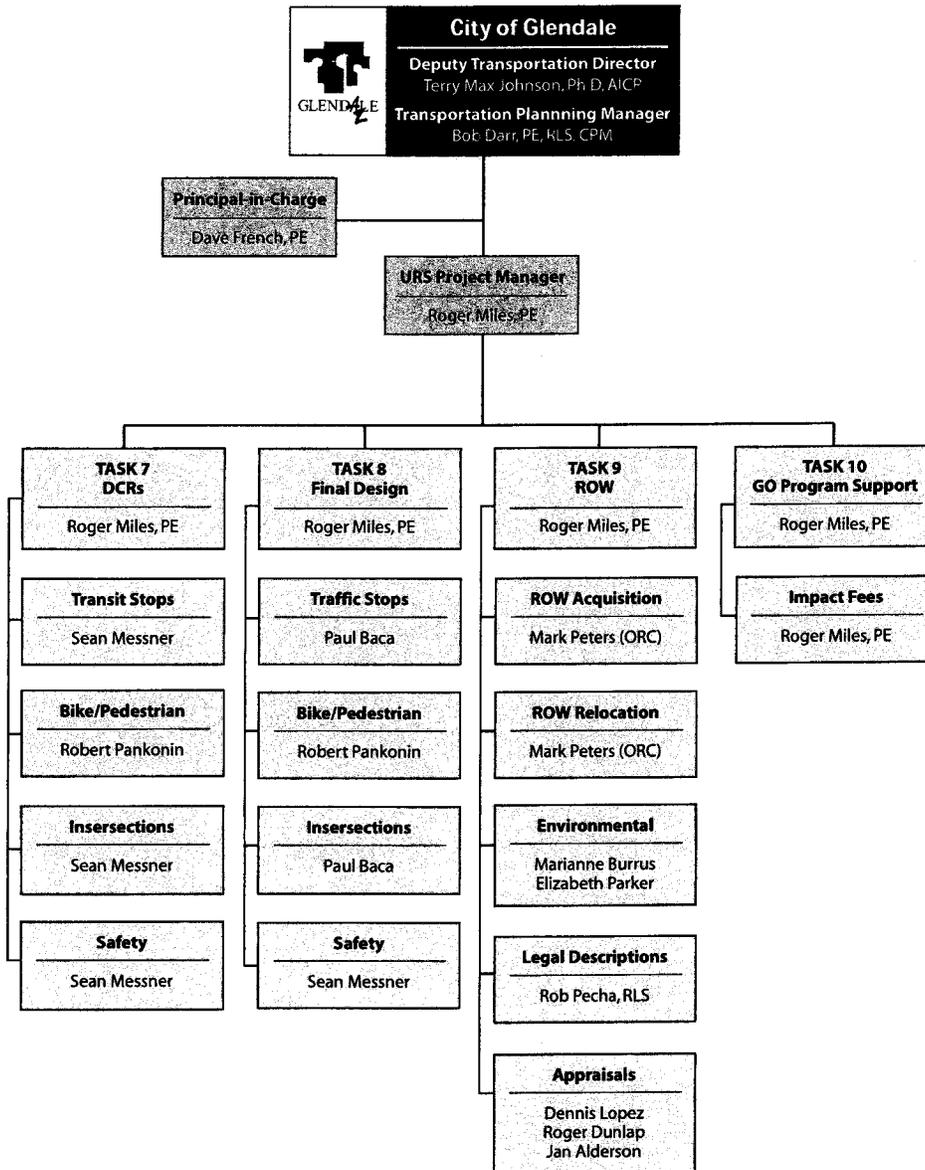
**ORGANIZATION CHART**

**(Cover sheet)**

# General Engineering Services Organization Chart (Basic Services Task Leaders)



# General Engineering Services Organization Chart (Supplemental Services Task Leaders)



**SECOND EXTENSION OF CONTRACT NO. C-6467**

**EXHIBIT 2D1**

**COMPENSATION**

**(Cover sheet)**

**PROFESSIONAL SERVICES AGREEMENT - EXHIBIT 2D1**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

By task, staff involved, and hourly rates.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Scope during the entire term of the project must not exceed \$1,495,000. (see attached)

**SECOND EXTENSION OF CONTRACT NO. C-6467**

**EXHIBIT 2D2**

**SUMMARY OF COMPENSATION BY TASK**

**(Cover sheet)**

**EXHIBIT 2D2**  
**GENERAL ENGINEERING SERVICES FOR THE**  
**GLENDALE ONBOARD TRANSPORTATION PROGRAM**  
**Fiscal Year 2012/2013 and 2013/2014**  
**Summary of Compensation by Task**

<b>Task Number</b>	<b>Task Description</b>	<b>Estimated Cost</b>	<b>Supplemental Allowances</b>	<b>Totals</b>
<b>1</b>	<b>Northern Parkway</b>			
1.01	Complete Waterline for Landscaping	\$10,000		\$10,000
1.02	Refinement and Staging of Grand/Northern TI	\$15,000		\$15,000
1.03	Prepare Surplus Land for Sale	\$30,000		\$30,000
1.04	Document Glendale Matching Funds	\$20,000		\$20,000
1.05	Review Costs and Funding	\$10,000		\$10,000
1.06	Right-of-Way Protection	\$65,000		\$65,000
1.07	Plan Review and Coordination	\$20,000		\$20,000
1.08	O&M IGA	\$20,000		\$20,000
	<b>Task Subtotals</b>	<b>\$190,000</b>	<b>\$0</b>	<b>\$190,000</b>
<b>2</b>	<b>Grand Avenue</b>			
2.01	Land Swap with ADOT	\$50,000		\$50,000
2.02	Prepare Surplus Right-of-Way for Sale	\$30,000		\$30,000
2.03	Identification of Future Project	\$35,000		\$35,000
	<b>Task Subtotals</b>	<b>\$115,000</b>	<b>\$0</b>	<b>\$115,000</b>
<b>3</b>	<b>Streets - Intersection and Safety Projects</b>			
3.01	Update Basic Street Information	\$75,000		\$75,000
3.02	Identify Intersection and Safety Needs	\$25,000		\$25,000
3.03	Develop DCRs for Intersection and Safety Proj.	\$75,000		\$75,000
3.04	Secure Funding for Safety Projects	\$35,000		\$35,000
	<b>Task Subtotals</b>	<b>\$210,000</b>	<b>\$0</b>	<b>\$210,000</b>
<b>4</b>	<b>Bicycle and Pedestrian Projects</b>			
4.01	Complete ROW and Easement Acquisition	\$45,000		\$45,000
4.02	Identify Bicycle and Pedestrian Needs	\$15,000		\$15,000
4.03	Develop DCRs for Bicycle and Pedestrian Proj.	\$75,000		\$75,000
4.04	Facilitate Application for Federal Funds	\$15,000		\$15,000
	<b>Task Subtotals</b>	<b>\$150,000</b>	<b>\$0</b>	<b>\$150,000</b>
<b>5</b>	<b>Loop 303</b>			
5.01	Waterline Extension Coordination	\$10,000		\$10,000
5.02	Miscellaneous Review and Coordination	\$5,000		\$5,000
	<b>Task Subtotals</b>	<b>\$15,000</b>	<b>\$0</b>	<b>\$15,000</b>
<b>6</b>	<b>GO Transportation Program Support</b>			
6.01	Planning and Coordination	\$180,000		\$180,000
6.02	Public Involvement	\$40,000		\$40,000
6.03	Financial Analysis	\$30,000		\$30,000
	<b>Task Subtotals</b>	<b>\$250,000</b>	<b>\$0</b>	<b>\$250,000</b>

<b>Task Number</b>	<b>Task Description</b>	<b>Estimated Cost</b>	<b>Supplemental Allowances</b>	<b>Totals</b>
<b>7</b>	<b>Design Concept Reports (Supplemental)</b>			
7.01	Transit Stops		\$35,000	\$35,000
7.02	Bike/Pedestrian Projects		\$50,000	\$50,000
7.03	Intersection Projects		\$35,000	\$35,000
7.04	Safety Projects		\$25,000	\$25,000
	<b>Task Subtotals</b>	<b>\$0</b>	<b>\$145,000</b>	<b>\$145,000</b>
<b>8</b>	<b>Final Design for Minor Projects (Supplemental)</b>			
8.01	Transit Stops		\$60,000	\$60,000
8.02	Bike/Pedestrian Projects		\$75,000	\$75,000
8.03	Safety Projects		\$45,000	\$45,000
8.04	Grand Avenue ADOT Project Follow-up		\$60,000	\$60,000
	<b>Task Subtotals</b>	<b>\$0</b>	<b>\$240,000</b>	<b>\$240,000</b>
<b>9</b>	<b>ROW Acquisition and Relocation (Supplemental)</b>			
9.01	Right-of-Way Acquisition		\$50,000	\$50,000
9.02	Relocation		\$85,000	\$85,000
9.03	Phase I Environmental Site Assessment		\$20,000	\$20,000
	<b>Task Subtotals</b>	<b>\$0</b>	<b>\$155,000</b>	<b>\$155,000</b>
<b>10</b>	<b>GO Program Support (Supplemental)</b>			
10.01	Development of Impact Fees		\$25,000	\$25,000
	<b>Task Subtotals</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$25,000</b>
	<b>TOTALS</b>	<b>\$930,000</b>	<b>\$565,000</b>	<b>\$1,495,000</b>

**SECOND EXTENSION OF CONTRACT NO. C-6467**

**EXHIBIT 2D3**

**SCHEDULE OF HOURLY RATES**

**(Cover sheet)**

**Exhibit 2D3**  
**GENERAL ENGINEERING SERVICES FOR THE**  
**GLENDAL ONBOARD TRANSPORTATION PROGRAM**  
**FY 2013-2014**  
**Schedule of Hourly Rates**

<u>Classification</u>	<u>Raw Hourly Rate*</u>	<u>Multiplier**</u>	<u>Billing Rate</u>
Project Principal	\$82.71	2.65	\$219.18
Project Manager	\$64.02	2.65	\$169.65
Senior Engineer	\$62.69	2.65	\$166.13
Traffic Engineer	\$51.01	2.65	\$135.18
Engineer	\$52.45	2.65	\$138.99
Senior Designer	\$35.65	2.65	\$94.47
Designer / CADD	\$34.46	2.65	\$91.32
GIS	\$32.79	2.65	\$86.89
Web Design / IT	\$44.64	2.65	\$118.30
Graphics	\$32.53	2.65	\$86.20
Senior Environmental Professional	\$47.41	2.65	\$125.64
Project Environmental Professional	\$37.13	2.65	\$98.39
Staff Environmental Professional	\$25.63	2.65	\$67.92
Senior Public Involvement	\$42.68	2.65	\$113.10
Project Public Involvement	\$27.79	2.65	\$73.64
Public Involvement Assistant	\$23.26	2.65	\$61.64
Landscape Architect	\$41.54	2.65	\$110.08
Survey Manager	\$58.11	2.65	\$153.99
Survey Technician II	\$34.60	2.65	\$91.69
Surveyors	\$28.32	2.65	\$75.05
Project Administrator	\$29.79	2.65	\$78.94
Clerical	\$24.56	2.65	\$65.08

\*Current rate increased for 1.019 inflation factor for 2013 and 1.023 inflation factor for 2014

\*\*Includes overhead and profit

**SECOND EXTENSION OF CONTRACT NO. C-6467**

**EXHIBIT 2E**

**ORIGINAL AGREEMENT**

**PROFESSIONAL CONSULTANT SERVICES**

**AS APPROVED BY CITY COUNCIL ON JUNE 30,  
2008**

**(Cover sheet)**

**AGREEMENT FOR PROFESSIONAL SERVICES  
GENERAL ENGINEERING CONSULTANT SERVICES  
"GO" TRANSPORTATION PROGRAM**

This Agreement for Professional Services ("Agreement") is made by and between CITY OF GLENDALE, an Arizona municipal corporation ("City"), URS, a Nevada Corporation (the "Consultant") as of the date last noted below.

**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 hereto (the "Project.");
- B. City desires to retain the professional services of Consultant to perform those specific duties and produce the specific work product as set forth in the Scope of Work, attached hereto as Exhibit B (the "Scope");
- C. Consultant desires to provide City with professional services, consistent with best engineering practices that the standards set forth in this Agreement, in order to complete the Project ("Professional Services"); and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Consultant agree as follows:

**1. Professional Services and Key Personnel; Sub-consultants.**

**1.1 Services.** The Professional Services that Consultant must provide will consist of all services necessary to assure the Project is completed timely and efficiently consistent with the Scope, 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, retained by City.

**1.2 Project Team.**

**(A) Project Manager.**

- (1) Consultant will designate a professional employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the project and handle all aspects of the Scope such that the work product produced by Consultant is consistent with applicable professional standards as detailed in this Agreement
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required devote no less than a specific amount of time to the Project as set forth in the Scope.

**(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.
- (3) The City must approve Consultant's Task Leaders assigned to the Project as outlined in Exhibit C2.

(C) Discharge, Reassign, Replacement.

- (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as identified in Exhibit C2.
- (2) Consultant will not discharge, reassign or replace or diminish the responsibilities of any of the Task Leaders 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 the 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) Sub-consultants.

- (1) Consultant may engage specific technical consultant (each a "Sub-consultant") to furnish certain of the Professional Services.
- (2) Consultant will remain fully responsible for Sub-consultants' services.
- (3) Sub-consultants must be approved by the City, unless the Sub-consultant was previously mentioned in the response to Request for Qualifications.
- (4) Consultant shall certify by letter that contracts with Sub-consultants have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Professional Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project Schedule, which is attached as Exhibit C1 (the "Schedule") and within the City budget for the Scope.

3. **Consultant's Work Product.**

3.1 **Standard.** Consultant must perform the Professional Services in accordance with the standards of professional due diligence, care, and quality prevailing among professionals having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria to the Professional Services and the Project identified in this Agreement.

3.2 **Licensing.** Consultant warrants that:

- (A) Consultant and Sub-consultants will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of the Professional Services ("Approvals"); and
- (B) Neither Consultant nor any Sub-consultant 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 and the failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** Professional 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.

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 the other professionals retained by City on the Project ("Coordinating Project Professionals").
- (B) Subject to any limitations expressly stated in the Project Budget and Scope, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work product with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work product delivery and Project completion.

- (C) For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other consultants 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 Sub-consultants to grant to the City, the exclusive ownership of and all copyrights 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 ("Work Product") with the exception of any intellectual property rights contained therein, owned or created by Consultant prior to the effective date of the Agreement and/or created outside the scope of the Agreement.
  - (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 shall also remove the Consultant's seal and title block from the Work Product.

## 4. Compensation for Professional Services.

- 4.1 **Compensation.** Consultant's compensation for the Professional Services, including those furnished by its Sub-consultants and Allowances (as defined below), will not exceed \$3,434,839, as specifically detailed in Exhibits D1-3 (the "Compensation").
- 4.2 **Change in Scope.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Scope is significantly modified.
  - (A) Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - (B) Additional services which are outside the scope of basic services contained in this agreement may not be performed by the Consultant without prior written authorization from the City.
- 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 be reasonably be quantified at the time of this Agreement.
  - (A) As stated in § 4.1, the Compensation must incorporate all Allowance amounts identified in Exhibit B 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 Sub-consultant.
  - (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, 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 markup (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 for out of area travel 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 (A) above 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 accounting period generally coincident with one calendar 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) All drawings, reports and other Work Product generated by Consultant and its Sub-consultants, and
  - (2) Unconditional waivers and releases on final payment from Sub-consultants as City may reasonably request to assure the Project will be free of claims arising from the Professional Services..

**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 the Professional 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.

(1) If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Professional Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of § 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. **Conflicts.** 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.**

8.1 **Requirements.** Consultant must obtain and maintain the following insurance ("Required Insurance"):

(A) **Consultant and Sub-consultants.** Consultant, and each Sub-consultant performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Parties' obligations under this Agreement are completed.

(B) **General Liability.**

(1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

(2) Sub-consultants must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

(C) **Auto.** A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Sub-consultants and covering owned, non-owned and hired automobiles.

(D) **Workers' Compensation and Employer's Liability.** A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law and employer's liability with limits not less than \$1,000,000 for each accident.

(E) **Professional Liability.** A professional errors and omissions liability policy providing at least minimum limits of \$5,000,000 each claim.

(F) **Notice of Changes.** Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Consultant or Sub-consultant's Policies, except that Consultant shall be responsible for providing 30 days notice for cancellation due to non-payment of premium. City recognizes that the notice provided by Consultant is greater than that included in the policies and as such, the lesser notice provided by the policies shall not be considered a material default under this agreement despite any language to the contrary in Section (G)(3).

(2) Reduction of the coverage limits of any of Consultant or and Sub-consultant's Policies, and

(3) Any other material modification of Consultant or Sub-consultant's Policies related to this Agreement.

(G) Certificates of Insurance.

- (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant and Sub-consultant's Policies, which will confirm the existence or issuance of Consultant and Sub-consultant's Policies in accordance with the provisions of this Exhibit, and copies of the endorsements of Consultant and Sub-consultant's Policies in accordance with the provisions of this Exhibit.
- (2) City of Glendale is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant and Sub-consultant's Policies, or to examine Consultant and Sub-consultant's Policies, or to inform Consultant or Sub-consultant in the event that any coverage does not comply with the requirements of this section.
- (3) Consultant's failure to secure and maintain Consultant Policies and to assure Sub-consultant's policies as required will constitute a material default under the Agreement.

(H) Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
- (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(I) Policies. Except with respect to workers' compensation, employer's liability and professional liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this Exhibit.

- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
- (2) All insurance policies obtained pursuant to this Exhibit must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties

**8.2 Sub-Consultants.**

- (A) Consultant must also cause its Sub-consultants to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-consultant if City is satisfied the amounts required are not commercially available to the Sub-consultant and the insurance the Sub-consultant does have is appropriate for the Sub-consultant's undertaking under this Agreement.
- (C) Consultant and Sub-Consultants must provide to the City proof of the Required Insurance whenever requested.

**8.3 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 or Consultant's negligent actions, errors or omissions (including any Sub-consultant or other person or firm employed by Consultant), whether sustained before or after completion of the Professional Services furnished in connection with the Project.

- (B) This indemnity and hold harmless 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 shall 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.

**9. Notices.**

**9.1** 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 private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
  - (1) A Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if
  - (2) Received on a business day, or 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 on or before 5:00 p.m.; or
  - (3) As of the next business day after receipt, if received after 5:00 p.m.
- (C) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (D) Digitalized signatures and copies of signatures will have the same effect as original signatures.

**9.2 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:

David French  
7720 N. 16<sup>th</sup> Street, Suite 100  
Phoenix, AZ 85020

- (B) City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

Transportation Director  
Transportation Department  
City of Glendale  
5800 West Glenn Drive  
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 City Manager and 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.
10. **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.
11. **Entire Agreement; Survival; Counterparts; Signatures.**
- 11.1 **Integration.** This Agreement contains 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.
- 11.2 **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.
- 11.3 **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 Professional Services, or the earlier termination of this Agreement.
- 11.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.
- 11.5 **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.
- 11.6 **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 to applicable law.
- 11.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
12. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with Exhibit E. In such case when Exhibit E is not made part of this Agreement, a dispute escalation process will be utilized to resolve questions of fact during the course of this contract. The final determination will be made by the City.
13. **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
Exhibits C1 and C2	Schedule and Task Leaders
Exhibits D1, D2 and D3	Compensation
Exhibit E	Dispute Resolution
Exhibit F	Hazardous Substances

The parties enter into this Agreement for Professional Services as of the last date shown below.

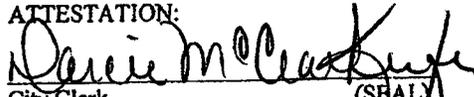
**CITY OF GLENDALE,**  
an Arizona municipal corporation

Paul Karp for 10/30/08  
Ed Beasley, City Manager Date

APPROVED AS TO FORM

  
Craig Tindall, City Attorney

ATTESTATION:

  
City Clerk (SEAL)

**URS CORPORATION,**  
a Nevada Corporation

David French 6/11/08  
~~Rascal Hinnen, Vice President~~ Date  
David French

**PROFESSIONAL SERVICES AGREEMENT – EXHIBIT A**

**PROJECT**

*[see attached]*

## **PROJECT DESCRIPTION**

The General Engineering Consultant (GEC) will provide general engineering services needed to carry out the Glendale On-Board (GO) Transportation Program including planning, coordination, public involvement, design concept reports, review of final design plans completed by other consultants, right-of-way acquisition and relocation services, environmental site assessments, financial planning, and site designs relating to right-of-way. These services are planned to begin July 1, 2008 and terminate June 30, 2010. The City retains the option to extend the contract for two additional two year periods.

The purpose of the GO Transportation program is to relieve congestion and accommodate future multi-modal traffic needs as identified in the transportation plan. An integral part of these transportation improvements is the City's desire to enhance the aesthetics of the transportation corridors. The GEC will serve as an extension of the City staff and represent the City while interacting with Glendale citizens, business owners, agencies, and stakeholders.

**PROFESSIONAL SERVICES AGREEMENT – EXHIBIT B**

**SCOPE**

*[see attached]*

SCOPE OF WORK  
**TABLE OF CONTENTS**

	<u>Page</u>
SCOPE OF WORK .....	1
TASK 1: PLANNING AND COORDINATION .....	1
1.01 Communication .....	1
1.02 Cost/Schedule/Quality Control/Monthly Reports .....	1
1.03 Public Involvement .....	2
TASK 2: FINANCIAL ANALYSIS .....	4
TASK 3: NORTHERN PARKWAY .....	4
3.01 Finalize EA .....	4
3.02 Finalize DCR .....	4
3.03 Communication .....	5
3.04 Plan Review .....	5
3.05 Right-of-Way Support .....	6
TASK 4: GRAND AVENUE .....	7
4.01 Communication .....	7
4.02 Plan Review .....	7
TASK 5: DESIGN AND CONSTRUCTION ADMINISTRATION .....	7
5.01 Communication .....	8
5.02 Plan Review for Final Design .....	8
5.03 Site Plans .....	8
TASK 6: RIGHT-OF-WAY ACQUISITIONS .....	8
6.01 Grand Avenue .....	8
6.02 67 <sup>th</sup> Avenue .....	11
6.03 51 <sup>st</sup> Avenue .....	11
TASK 7: ENVIRONMENTAL SERVICES .....	11
7.01 Grand Avenue .....	11
7.02 Northern Parkway .....	11
TASK 8: RELOCATION SERVICES .....	12
8.01 Grand Avenue .....	13
8.02 Northern Parkway (Supplemental) .....	13
TASK 9: DEMOLITION SERVICES (SUPPLEMENTAL) .....	13



## **SCOPE OF WORK**

The professional services required to complete the scope of work is divided into nine tasks consisting of planning and coordination, financial analysis, Northern Parkway, Grand Avenue, design and construction administration, right-of-way acquisition, environmental services, relocation services, and demolition. These tasks are further described in the following sections.

### **TASK 1: PLANNING AND COORDINATION**

The Planning and Coordination portion of this work plan includes a combination of activities that relate to the overall planning, coordination, monitoring and public involvement on the Glendale Onboard Transportation (GO) Program. These activities are described in the following subtasks.

#### **1.01 Communication**

This task includes ongoing communication and coordination with City staff and others throughout the program in order to receive input and direction, answer questions, report on progress, attend meetings, and other related activities that are necessary for effective ongoing communication and coordination. It also includes communication and coordination with other interested individuals or organizations including other City departments, outside agencies, property owners, business owners, final design engineers, contractors, utility providers, and others. It includes attendance and presentations at the monthly meetings of the Glendale Onboard Management Team and at monthly Citizens Transportation Oversight Commission (CTOC). This task will mostly involve the services of URS Corporation's (URS) Project Manager but is expected to occasionally involve other key URS staff depending on the nature of the planning and coordination issues. In addition, this task includes weekly coordination meetings with the City Deputy Transportation Director, the City Transportation Planning Manager, the URS Project Manager, and the URS Right-of-Way (ROW) Manager. Support services for these meetings such as graphic display board preparation, PowerPoint development, and preparation of meeting agendas and summaries are also included in this task.

#### **1.02 Cost/Schedule/Quality Control/Monthly Reports**

In order to effectively monitor progress of the projects within the GO Program and ensure that important goals and objectives are being achieved, project cost estimates and schedules will be prepared and monitored on an ongoing basis to ensure that the program is staying on schedule and within budget. The cost of programmed projects will be updated annually including estimates of maintenance costs for completed projects.

Schedules will be prepared for work assignments including design, ROW acquisition, environmental site assessments, relocation, abatement, and demolition. Schedules will be compared with the City's annual budget to ensure adherence to the City budget.

Schedules and costs will be closely monitored for this General Engineering Services contract as well. Monthly reports summarizing the accomplishments and the work complete will accompany each invoice to the City. The work complete will be compared to the budget spent to determine if course corrections are necessary to keep the project within budget.

Review and checking of all deliverables to the City is also included in this task. Both detail checking and scope/reasonableness checks will occur. Although these checks will be part of the tasks with which they are associated, checking the overall compliance with quality procedures and checking of general items associated with Task 1 is part of this subtask.

### **1.03 Public Involvement**

During the next two years of the GO Program, projects within the program will be at various stages of completion. The public involvement program is designed to provide ongoing information and status reports on the progress of the overall program and individual projects.

The ongoing program will include developing key messages, facilitating public open houses, development of newsletters and fact sheets, updating the project web site, maintaining the project telephone information line, and press releases. The following are descriptions of these tasks in further detail.

#### ***1.03.01 Annual Color Brochure***

A four-page, color brochure based on information in the Annual Report prepared by the City will be produced by URS. The goal of the brochure is to maintain accountability of the program to the citizens of the City. Topics to be covered in the brochure will be milestones reached to date, updates on upcoming projects, and what these projects mean to the stakeholders.

The brochure will be mailed using the City Water Department database, which is in the range of 70,000 addresses. URS will produce and distribute the four-page color brochure. It is also assumed that the annual color brochure will be prepared twice during the two-year period of this Contract.

The City will have several opportunities to provide input and approve each document to ensure the key messages developed are being conveyed properly to the public.

### ***1.03.02 Project Web Site Update***

This task involves regular updates to the existing GO Program web site. The main components of the project web site include a location map, a matrix for project updates, links to all newsletters and fact sheets, answers to frequently asked questions, and a place for citizens to add their names to the GO Program mailing list.

The web site will be updated on a monthly basis to provide current information on the status of projects in the GO Program, and information on the times, dates, and locations of all upcoming public meetings.

Web site information will be included in all newsletters and/or fact sheets.

### ***1.03.03 Media Notification***

Notifying the media of major project milestones or other issues will help to keep the public informed of the status of GO Program projects and upcoming public meetings.

The City staff and URS will work together to notify the media of pertinent issues about the GO Program projects.

The City staff will be responsible for sending out press releases to the media.

### ***1.03.04 Public Meetings***

The public meeting process will include a combination of the following meetings:

- Two citywide Public Open House meetings (annual). These meetings are anticipated to occur in the spring of 2009 and 2010.
- Two Glendale Family Bike Rides, which includes a booth with GO Program information. These events are anticipated to occur in the spring of 2009 and 2010.
- Occasional public exhibits for conferences or special events.

URS will be responsible for organizing or developing all display boards, PowerPoint presentations, etc., for all public meetings. URS will work with City staff to determine which display boards to use and layout stations at the meetings. URS will produce or gather informational handouts, comment sheets, provide refreshments at the Family Bike Rides, and prepare nametags.

## **TASK 2: FINANCIAL ANALYSIS**

Under this task, URS will provide financial services on an as-needed basis over the period FY 09 through FY 10 in support of the GO Program. Such services may include, but not be limited to: preparation of annual revisions to the program's *Annual Report* and *Program Update*, review and revisions to various revenue and funding projections, updated forecasts to inflation rates and debt financing costs (interest rates, bonding costs, etc.), bonding strategies, and cash flow analysis of program income and expenditures.

The General Engineering contract may also need to provide financial analysis for potential new funding services and may need to develop grant applications for City Transportation projects.

## **TASK 3: NORTHERN PARKWAY**

URS completed a preliminary draft Design Concept Report (DCR) and Environmental Assessment (EA) in January 2008. These documents were recently reviewed by the Federal Highway Administration (FHWA) due to anticipated federal funding for this important project. The following sections summarize the scope of services anticipated to finalize the DCR and EA, conduct a public hearing, and producing a Finding of No Significant Impact (FONSI). The FONSI is necessary to obtain the federal funding.

### **3.01 Finalize EA**

It is anticipated that this contract will begin with finalizing the Draft EA after addressing FHWA comments. The Draft EA will be published and distributed at the beginning of the 30-day public review period. During the 30-day period, a public hearing will be conducted. Public comments will be obtained at the public hearing and from the project web site. After the close of the public review period, comments will be compiled and addressed. Comments deemed valid will be used to revise the EA and produce the Final EA. Once the Final EA is approved by the Arizona Department of Transportation (ADOT) and FHWA, the resultant FONSI can be prepared.

### **3.02 Finalize DCR**

This contract will begin with finalizing the Draft DCR based on FHWA comments. The DCR will be available for public review during the 30-day EA public comment period. Once the comments are completed, the Final DCR will be produced.

### 3.03 Communication

Although the City of Glendale has taken the lead on the Northern Parkway preliminary engineering and planning efforts, it is anticipated that Maricopa County Department of Transportation (MCDOT) will manage the final design in partnership with the City of Glendale, City of Peoria, and the City of El Mirage. ADOT, Maricopa Association of Governments (MAG), FHWA, Flood Control District of Maricopa County (FCDMC), and Luke Air Force Base (AFB) are agency stakeholders. The partnership agencies form the Northern Parkway Executive Committee, and this committee is supported by the stakeholder agencies. The committee will meet monthly, and URS will provide support for these meetings as required by the City of Glendale.

Additional coordination with staff from FCDMC, Peoria, El Mirage, Glendale, MCDOT, MAG, ADOT, Luke AFB, property owners, and the Burlington Northern Santa Fe Railway Company (BNSF) is anticipated. URS will meet with one or more of these agencies as necessary to coordinate engineering details, coordinate with developers, and obtain information to further the design efforts. URS assumes approximately 20 of these meetings will be held and will prepare agendas, handouts, and meeting minutes.

Finally, it is anticipated that MCDOT will hire a design consultant firm to complete the final design and construction of Northern Parkway. MCDOT has indicated their intention to use the alternative delivery method of Construction Manager at Risk (CMAR) to design and construct the interim Northern Parkway from Sarival Avenue to Dysart Road. CMAR combines a design firm with a construction contractor to develop construction documents and complete the project. URS will provide necessary CADD files and background information to MCDOT and their consultant and coordinate with the final design firm and contractor.

### 3.04 Plan Review

URS will provide plan review services during the final design of Northern Parkway from Sarival Avenue to Dysart Road. URS will review and comment on the plans at the 40%, 70%, and 95% level of final design.

In addition, several issues regarding drainage have not been fully resolved. FCDMC has agreed to partnership with Glendale and MCDOT to construct drainage channels and basins from Sarival Avenue to Dysart Road. Three draft Memorandum of Understanding (MOU) have been prepared on FCDMC-approved projects along Northern Parkway. A realignment of one of the regional channels in the area has been proposed by a large developer, and FCDMC would like to

study this proposal prior to finalize the MOUs. It is anticipated that URS will need to provide input into this study and adjust the Northern Parkway drainage concept accordingly.

Another drainage issue that needs resolution is the Agua Fria River crossing of Northern Parkway. The Agua Fria River Bridge shown in the concept plans is dependent on the river being channelized per the FCDMC Agua Fria River Watercourse Master Plan. An agreement on channelizing the river is not complete. URS will coordinate with FCDMC and the Northern Parkway partners and stakeholders to resolve the channelization issue.

### **3.05 Right-of-Way Support**

The City of Glendale has acquired ROW along Northern Parkway in certain locations to protect future ROW needs from impending development. It is anticipated that additional purchases of ROW will be needed to preserve the Northern Parkway ROW. Also, the City intends to purchase ROW in the west segment of the parkway from Sarival Avenue to Dysart Road within existing City boundaries and within their Municipal Planning Area (MPA). Glendale has contracted with Acquisition Sciences to acquire the necessary ROWs along Northern Parkway. URS will provide ROW support services including title report updates (original reports obtained by URS as part of Northern Parkway design), preparation of a ROW strip map, legal descriptions and exhibits, and site reconfigurations. URS will also provide environmental site assessment as part of Task 7.

Establishing the ultimate ROW requirements is a critical part of the design effort and will help avoid construction in the planned ROW by developers and allow the acquisition of ROW to begin. The strip map will be tied to the proposed Northern Parkway centerline as established by the geometric control sheets of the plans. The ROW strip map sheets will be developed in MicroStation V8 and plotted on 11"x17" sheets and include the following:

- A. ROW centerline
- B. Existing and proposed ROW lines
- C. Existing easement lines
- D. Property lines and ownership data
- E. City limit lines
- F. Existing ROW ownership
- G. Section corner and ¼-monuments

## H. Dimensions

### I. Designation of area of proposed acquisition

#### **TASK 4: GRAND AVENUE**

Under this task, URS will provide support services to the City of Glendale relating the improvements to Grand Avenue. DMJM Harris is currently preparing a DCR for Glendale for improvements to Grand Avenue (US 60) from Camelback/43<sup>rd</sup> Avenue to Butler/71<sup>st</sup> Avenue. ADOT will hire a final design firm at the beginning of 2009 to complete the design of Grand Avenue. URS is providing ROW acquisition services during the DCR phase and will continue those services through final design. Construction is scheduled to begin in FY 2010.

##### **4.01 Communication**

URS will coordinate with the final design consultant with regard to ROW and site reconfiguration layouts. The City has specific design constraints, access control requirements, and aesthetic treatments they want incorporated into the final design and construction. URS will ensure these requirements are addressed in final design.

There is tremendous interest in the improvements for Grand Avenue. URS will develop a Grand Avenue project website for the City of Glendale so that citizens of Glendale can conveniently find updates and project status information. The DCR will be placed on this web site for informational purposes.

##### **4.02 Plan Review**

URS will review plans at each milestone in the final design process to ensure the City's needs are met.

#### **TASK 5: DESIGN AND CONSTRUCTION ADMINISTRATION**

URS will develop design concepts for potential major projects that may result from the Transportation Master Plan Update that is being completed. Specific projects have not been identified. In addition, URS will undertake design and construction administration for small projects to be completed by the Transportation Department including safety projects, infill lighting, bus shelters, and bus pullouts. Specific projects for these design efforts have not been identified.

### **5.01 Communication**

URS will coordinate with final design firms in meetings to ensure the City's needs are met.

### **5.02 Plan Review for Final Design**

URS will review final design plans for GO projects within Glendale. URS assumes there will be five such projects over the two-year contract for estimating purposes. URS will focus on ROW issues that may impact design as well as the completeness of the ROW information provided by the final design consultant in their ROW strip map.

### **5.03 Site Plans**

Many times, partial ROW takes impact how the remaining property functions in a business situation. Changes outside the new ROW line are sometimes necessary to make the site functional. Changes could include replacing parking spots, moving driveways, changing the location of building entrances, drainage modifications, new screen walls and fencing, and new signage. URS will work with the City, property owner, and business owner to redesign sites as necessary and estimate the cost of the site improvements, which may become part of the property purchase and sales agreement.

## **TASK 6: RIGHT-OF-WAY ACQUISITIONS**

Under this task, URS will provide ROW acquisition services for many GO Program projects during the next two years, including proposed projects along Grand Avenue, 67<sup>th</sup> Avenue, and 51<sup>st</sup> Avenue and at many street and intersection locations. The ROW acquisition services to be provided for each of these proposed projects are described in the following sections of this task.

### **6.01 Grand Avenue**

The City of Glendale plans to acquire properties along Grand Avenue from willing sellers to provide for better management of vehicular access to and from Grand Avenue. Improved management of access will enhance the safety of the facility by minimizing the number of vehicle conflicts associated with the use of driveways, while providing safe and convenient access from adjacent arterial and collector roadways. Ancillary benefits of the project will be an opportunity for beautification of Grand Avenue and to assemble the remaining land into larger, more marketable parcels for resale. Several properties have already been purchase or will be by the time this contract begins.

This scope of services describes the services necessary to accomplish the following:

- Obtain title reports
- Prepare a ROW strip map
- Prepare legal descriptions
- Prepare an appraisal for each property
- Develop a written purchase and sales agreement
- Present the offer to the property owner and negotiate the sale
- Coordinate City approval of the purchase and sales agreement
- Provide support for escrow services
- Transfer ROW to ADOT
- Coordinate the sale of excess properties

The City will engage the services of another engineering firm for preparation of construction plans and bid documents for demolition, environmental clean-up, reconfiguration of access, and beautification of the setback areas of the properties.

A prioritized list of property acquisitions along Grand Avenue include approximately 40 properties including 12 total takes remaining to be acquired in this contract.

#### ***6.01.01 Appraisal Services***

URS will use experienced appraisers to secure appraisal services for the approximately 40 properties identified for acquisition. Per City policy, two independent appraisals will be prepared for each property. All appraisals will be submitted to the City Property Management Office for review.

The following tasks are those representing the typical ROW appraisal. The tasks are presented in the general order in which they are accomplished, although some functions may be concurrent.

1. Receipt and review of ROW exhibit and legal description.
2. Determine ownership through the public record and/or title report.
3. Contact the Owner(s) to advise them of the pending appraisal and the scope of the project.

4. Conduct an inspection of the property with the Owner if requested.
5. Conduct market research to obtain information, which will be utilized in the valuation. These items may include, but are not limited to:
  - a. Size, shape, topography, and related physical characteristics
  - b. Legal status of the property including zoning, deed restrictions, etc.
  - c. Sales of comparable properties
  - d. Comparable rental information where applicable
  - e. Replacement cost estimates for all or part of the property
6. Analyze the impact of the proposed acquisition and construction on the subject property, including such items as changes in access, changes in grade, proximity to building improvements, impact on signage or retention areas for storm water.
7. Prepare a written appraisal report estimating the value of the property in its before and after conditions, including an estimate of severance damages and/or special benefits where applicable.
8. Submit the appraisal reports to the City's Property Management office and obtain the City's recommendation of just compensation.

#### ***6.01.02 Title Reports, Title Insurance, and Close of Escrow Services***

As a subconsultant to URS, North American Title Company will provide title reports, title insurance, and close of escrow services for the 15 parcels identified for acquisition. These services are required to complete the acquisition process.

#### ***6.01.03 Acquisition Cost Estimating***

URS will work closely with the appraisers, acquisition specialist, and environmental specialist to develop and maintain a "rolling" cost estimate of total acquisition costs to assist the City in determining the requirements on the GO Program funds for the acquisitions. This cost estimate will be updated monthly and provided to the City's Project Manager. The costs of acquiring the parcels will be tracked and updated as more accurate costs become available for acquisition, environmental cleanup, relocation costs, and other tasks.

## **6.02 67<sup>th</sup> Avenue**

The City of Glendale/URS is currently acquiring ROW, TCEs, and SRP utility easements at the intersections of 67<sup>th</sup> Avenue and Olive, 67<sup>th</sup> Avenue and Cactus, and 67<sup>th</sup> Avenue and Thunderbird Road as part of the City's 67<sup>th</sup> Avenue project from Olive Avenue to AC/DC Canal. It is anticipated that completing the acquisitions of these properties will extend into the new contract. There are five properties involving fee ROW takes and 11 total properties including easements.

## **6.03 51<sup>st</sup> Avenue**

The City requires ROW from four property owners at 51<sup>st</sup> Avenue and Northern Avenue. The purchase and sales agreements have been prepared, but offers cannot be presented until ADOT approves the environmental clearance. SRP aerial easements are required as well. It is anticipated that completing the acquisitions of these properties will extend into this new contract.

## **TASK 7: ENVIRONMENTAL SERVICES**

Under this task, URS will provide environmental site assessments, abatement reports, and abatement of properties.

### **7.01 Grand Avenue**

URS will provide services to prepare approximately 35 Phase I Environmental Site Assessment Reports for the parcels identified for acquisition along Grand Avenue. It is estimated that 11 Phase II Environmental Site Assessment Reports will need to be prepared for the parcels where further environmental investigations are recommended in the Phase I Environmental Site Assessments. In addition, an estimated 16 asbestos and lead-based paint surveys will be needed for buildings identified for demolition. Abatement of these buildings is included in the environmental services.

### **7.02 Northern Parkway**

URS will provide services to prepare approximately 25 Phase I Environmental Site Assessment Reports for the parcels identified for acquisition along Northern Parkway. It is estimated that 10 Phase II Environmental Site Assessment Reports will need to be prepared for the parcels where further environmental investigations are recommended in the Phase I Environmental Site Assessments.

## **TASK 8: RELOCATION SERVICES**

As a subconsultant to URS, O.R. Colan Associates will provide relocation services for owner-occupied and tenant-occupied properties identified for acquisition in accordance with State of Arizona statutes. Initial relocation interviews will be conducted as properties are assigned for appraisal work.

At the initial interview, the relocation agent will present a relocation information booklet and discuss the relocation assistance program with the property owner and/or tenant. The relocation agent will survey the residents to determine household composition, relocation needs, and special concerns. An interpreter will be provided if required.

Comparable properties will be identified based on Multiple Listing Service (MLS) data, newspaper ads, rental publications, and referral services. This information will help determine the housing replacement payment to be made. The replacement housing offer will be presented when the initial acquisition offer is made. If necessary, additional meetings will be conducted to assist households with their particular needs, including preparation of relocation and other associated claim work.

During the first business interview, the relocation agent will present the relocation informational booklet and survey the business to determine replacement site requirements, any contractual obligations, the financial capacity of the business to accomplish the move, an estimate of the time required to vacate the site, an estimate of the anticipated difficulty in locating replacement property, the need for advanced relocation payments, and any other special concerns.

Follow up meetings will be held with the business owner to define the owner's desires for a replacement site. Information on the availability, purchase prices, and rental costs of suitable business properties and locations will be provided to the business owner on an ongoing basis until a replacement site, if any, is chosen.

The impacted businesses along Grand Avenue are primarily small business concerns, and it will be vitally important to minimize the amount of time the business owners spend on relocation related activities that can be done for them. The relocation agents will prepare move specifications and a certified inventory for each business. Once a replacement site is identified, the business owner and the relocation agent will select the commercial movers and other specialty providers deemed necessary to accomplish the move, and together they will inspect both the origin and destination to ensure that the scope of work is understood and the bids truly represent the real cost of the relocation.

Throughout the business relocation process, the relocation agent will provide advisory assistance so as to minimize hardships to the businesses in adjusting to relocation. Appropriate counseling and advice will be offered as to other sources of available assistance, including, for example, small business loans. Finally, relocation and associated claim work will be prepared.

#### **8.01 Grand Avenue**

It is estimated that 8 businesses relocations and 46 residential relocations will be required along Grand Avenue to accommodate the proposed improvements including access control.

#### **8.02 Northern Parkway (Supplemental)**

It is estimated that three residential relocations will be necessary along Northern Parkway from Sarival Avenue to Dysart Road. The City may require URS (O.R. Colan) to provide relocation services for these properties.

#### **TASK 9: DEMOLITION SERVICES (SUPPLEMENTAL)**

Under this task, URS can provide if requested complete demolition services including management of the demolition process, abatement report, cost estimates, abatement, capping utility lines, demolition, and documentation required.

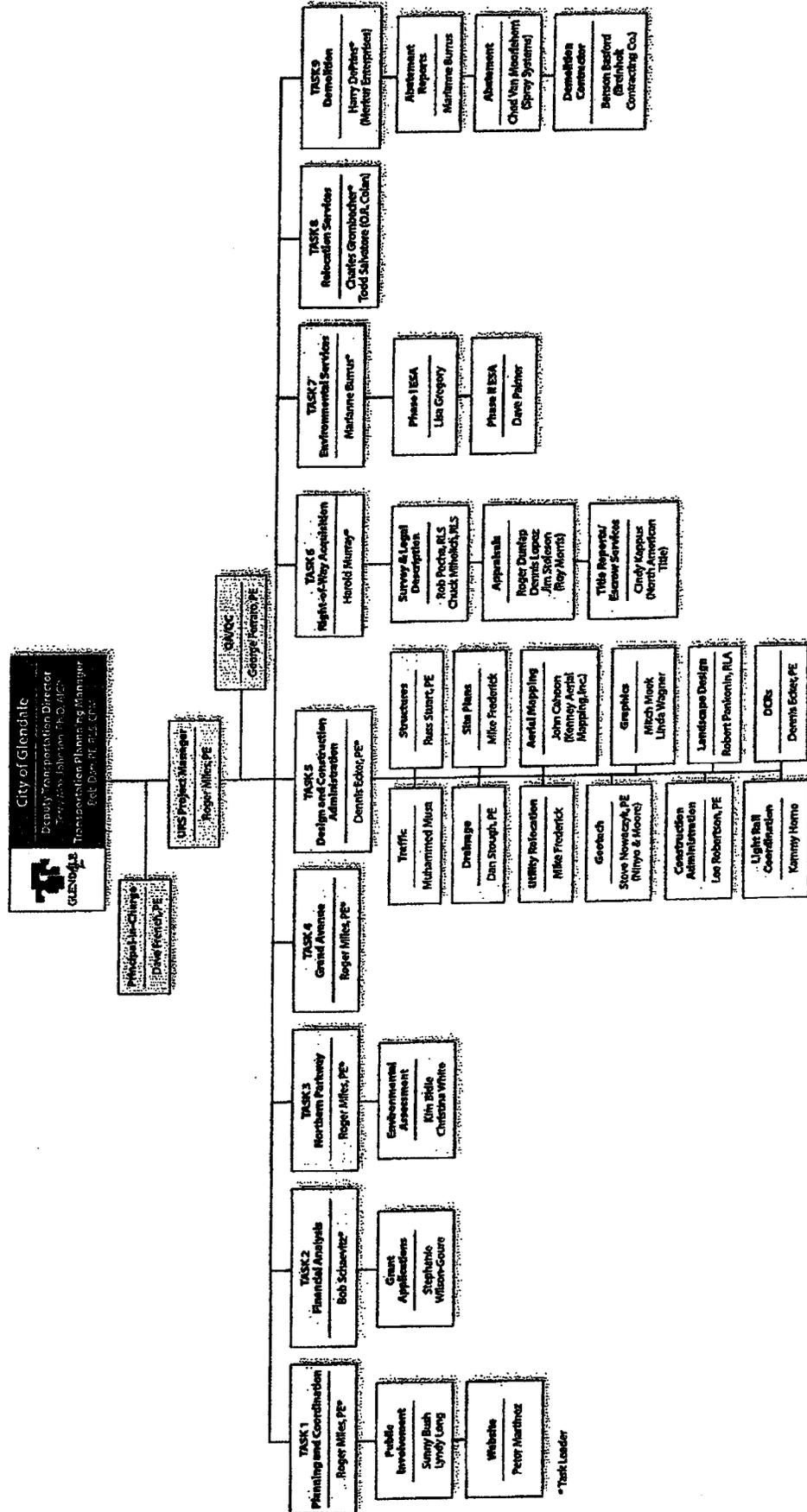
**PROFESSIONAL SERVICES AGREEMENT - EXHIBITS C1 AND C2**

**SCHEDULE AND TASK LEADERS**

*[see attached]*



# General Engineering Services Organization Chart



GLENDALE ONBOARD TRANSPORTATION PROGRAM



**PROFESSIONAL SERVICES AGREEMENT – EXHIBIT D1**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

By task, staff involved and hourly rates.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Scope during the entire term of the project must not exceed \$3,434,839.00.

**DETAILED PROJECT COMPENSATION – EXHIBITS D2 and D3** *[see attached]*

**GENERAL ENGINEERING SERVICES FOR THE  
GLENDALE ONBOARD TRANSPORTATION PROGRAM**  
Fiscal Year 2008/2009 and 2009/2010  
Summary of Compensation by Task

<b>Task Number</b>	<b>Task Description</b>	<b>Estimated Cost</b>	<b>Supplemental Allowances</b>	<b>Totals</b>
<b>1</b>	<b>Planning and Coordination</b>			
1.1	Communication	\$255,506		\$255,506
1.2	Cost/Schedule/QC/Invoices	\$86,161		\$86,161
1.3	Public Involvement	\$151,909		\$151,909
	<b>Task Subtotals</b>	<b>\$493,576</b>	<b>\$0</b>	<b>\$493,576</b>
<b>2</b>	<b>Financial Analysis</b>			
2.1	Annual Report	\$25,932		\$25,932
2.2	Miscellaneous Forecasts	\$26,248		\$26,248
2.3	Grant Applications (Allowance)		\$20,000	\$20,000
	<b>Task Subtotals</b>	<b>\$52,180</b>	<b>\$20,000</b>	<b>\$72,180</b>
<b>3</b>	<b>Northern Parkway</b>			
3.1	Finalize EA	\$163,131		\$163,131
3.2	Finalize DCR	\$29,697		\$29,697
3.3	Website	\$29,494		\$29,494
3.4	Communication	\$59,481		\$59,481
3.5	Plan Review	\$50,148		\$50,148
3.6	Right-of-Way Support	\$99,540		\$99,540
	<b>Task Subtotals</b>	<b>\$431,491</b>	<b>\$0</b>	<b>\$431,491</b>
<b>4</b>	<b>Grand Avenue</b>			
4.1	Communication	\$21,871		\$21,871
4.2	Plan Review	\$7,561		\$7,561
	<b>Task Subtotals</b>	<b>\$29,431</b>	<b>\$0</b>	<b>\$29,431</b>
<b>5</b>	<b>Design and Construction Administration</b>			
5.1	Communication	\$8,599		\$8,599
5.2	Plan Review for Final Design	\$62,491		\$62,491
5.3	Site Plans	\$77,837		\$77,837
5.4	DCRs (Allowance)		\$100,000	\$100,000
5.5	Construction Administration (Allowance)		\$20,000	\$20,000
5.6	Light Rail Coordination (Allowance)		\$5,000	\$5,000
5.7	Miscellaneous Engineering Support (Allow)		\$50,000	\$50,000
5.8	Misc. Landscape Design Support (Allow)		\$10,000	\$10,000
	<b>Task Subtotals</b>	<b>\$148,927</b>	<b>\$185,000</b>	<b>\$333,927</b>
<b>6</b>	<b>Right-of-Way Acquisition</b>			
6.1	Grand Avenue	\$842,461	\$10,000	\$852,461
6.2	67th Avenue	\$29,509		\$29,509

<b>Task Number</b>	<b>Task Description</b>	<b>Estimated Cost</b>	<b>Supplemental Allowances</b>	<b>Totals</b>
6.3	51st Avenue	\$13,788		\$13,788
6.4	Supplemental		\$100,000	\$100,000
	<b>Task Subtotals</b>	<b>\$885,758</b>	<b>\$110,000</b>	<b>\$995,758</b>
<b>7</b>	<b>Environmental Services</b>			
7.1	Grand Avenue	\$431,078		\$431,078
7.2	Northern Parkway	\$245,793		\$245,793
7.3	Allowance		\$50,000	\$50,000
	<b>Task Subtotals</b>	<b>\$676,871</b>	<b>\$50,000</b>	<b>\$726,871</b>
<b>8</b>	<b>Relocation Services</b>			
8.1	URS	\$16,663		\$16,663
8.2	OR Colan	\$303,454		\$303,454
8.3	Allowance		\$10,000	\$10,000
	<b>Task Subtotals</b>	<b>\$320,117</b>	<b>\$10,000</b>	<b>\$330,117</b>
<b>9</b>	<b>Demolition Services (Allowance)</b>	<b>\$0</b>	<b>\$21,487</b>	<b>\$21,487</b>
	<b>TOTALS</b>	<b>\$3,038,352</b>	<b>\$396,487</b>	<b>\$3,434,839</b>
	<b>BUDGET</b>			<b>\$3,434,839</b>
				\$0

**GENERAL ENGINEERING SERVICES FOR THE  
GLENDALE ONBOARD TRANSPORTATION PROGRAM**

**Fiscal Year 2008/2009 and 2009/2010**

**Schedule of Hourly Rates**

<b>Classification</b>	<b>Avg. Hourly Rate Over 2-yr. Term</b>	<b>Multiplier*</b>	<b>Billing Rate</b>
Project Principal	\$79.90	2.75	\$219.73
Project Manager	\$57.46	2.75	\$158.02
Senior Engineer	\$56.37	2.75	\$155.02
Engineer	\$46.00	2.75	\$126.50
Senior Designer	\$34.38	2.75	\$94.55
Designer / CADD	\$31.38	2.75	\$86.30
Web Design / IT	\$40.11	2.75	\$110.30
Graphics	\$30.68	2.75	\$84.37
Senior Planner	\$66.61	2.75	\$183.18
Principal Economist	\$93.15	2.75	\$256.16
Grant Application Specialist	\$57.96	2.75	\$159.39
Senior Environmental Planner	\$57.26	2.75	\$157.47
Project Environmental Planner	\$41.03	2.75	\$112.83
Staff Environmental Planner	\$23.89	2.75	\$65.70
Senior Env. Professional	\$44.09	2.75	\$121.25
Project Env. Professional	\$25.71	2.75	\$70.70
Staff Env. Professional	\$21.67	2.75	\$59.59
Senior Public Involvement	\$29.27	2.75	\$80.49
Public Involvement Assistant	\$22.40	2.75	\$61.60
Landscape Architect	\$37.55	2.75	\$103.26
Senior. Right-of-Way Agent	\$45.54	2.75	\$125.24
Project Right-of-Way Agent	\$38.02	2.75	\$104.56
Field Right-of-Way Agent	\$31.05	2.75	\$85.39
Survey Manager	\$54.86	2.75	\$150.87
Survey Technician II	\$34.16	2.75	\$93.94
Surveyors	\$23.29	2.75	\$64.05
Project Administrator	\$27.16	2.75	\$74.69
Clerical	\$22.13	2.75	\$60.86

\*Multiplier is the sum of direct salary plus 150% overhead plus 10% profit.

## PROFESSIONAL SERVICES AGREEMENT – EXHIBIT E

### DISPUTE RESOLUTION

#### 1. Disputes.

- 1.1 **Commitment.** The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner
- 1.2 **Application.** The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement—including Disputes regarding any alleged breaches of this Agreement.
- 1.3 **Initiation.** A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 **Informal Resolution.** When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible.
  - (B) The parties senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

#### 2. Arbitration.

- 2.1 **Rules.** If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 **Discovery.** The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 **Hearing.** The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The nonprevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of the Professional Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

**PROFESSIONAL SERVICES AGREEMENT – EXHIBIT F**

**HAZARDOUS SUBSTANCES**

All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by Consultant in accordance with applicable law. However, any materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged by Consultant in accordance with applicable law. Consultant, at City's request, may assist City in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances. City shall sign all necessary manifests for the disposal of Hazardous Substances. If City requires Consultant to hire, for the City, Hazardous Substances transportation, treatment, or disposal contractor, then for these purposes, Consultant will be considered City's agent for this purpose only and Consultant will not be considered to be a generator, transporter or disposer of Hazardous Substances. City shall indemnify Consultant against any claim or loss resulting the signing of a manifest described under the circumstances above. Services provided by Consultant under this exhibit are considered rendered in accordance with the successful cost proposal submitted by the Consultant and the City is not subject to additional fees for provision of Services under this exhibit.