

EXHIBIT A – SCOPE OF PLANNED CONSULTING SERVICES AND COMPENSATION

RR&SS Bundle #2 (Beaver/Dale)

WLB Project No. 316011A001
COF Capital Improvements No. 03-16009
City of Flagstaff Project No.: ST3345
Prepared August 5, 2016
Revised August 15, 2016
Revised August 23, 2016
Final August 24, 2016

Project Understanding:

The Road Repairs and Street Safety Program (RR&SS) Bundle #2 (Beaver/Dale) project is located in the Downtown Neighborhood within west Flagstaff. The project limits for N Beaver Street begin at the south side of W Columbus Avenue and continue south to the south side of W Cherry Avenue, with the exception of the underground conduit lines continuing south to the traffic signal at W. Birch Avenue. Dale Avenue project limits begin at the east side of N Humphreys Street and extend to the pavement change within the N Agassiz Street Intersection. Project design and construction will incorporate numerous stakeholders, residents, and businesses.

Project Goal:

The goal of the RR&SS Bundle #2 (Beaver/Dale) project is to effectively utilize funds allocated from the City of Flagstaff Road Repair and Street Safety Program to maintain existing improvements within the project area.

In general, these improvements consist of:

- Full depth pavement reconstruction on N Beaver Street
 - Pavement reconstruction provides the opportunity to restripe N Beaver Street to accommodate on-street parking and safe multi-modal transportation.
 - Design will recommend centerline profile elevations and typical cross-slope to match edge conditions, improve drainage, and maintain minimum cover over existing utilities.
- Mill and overlay on Dale Avenue
 - Design should address the adverse cross slope on the south side of Dale Avenue at the N Beaver Street and Leroux Street intersections.
- Replacement of select curb, gutter sidewalk, sidewalk ramps, and driveways
- Water main replacements and extensions
- Water service and hydrant replacements
- Sanitary sewer main replacements
- Sanitary sewer service and manhole replacements
- Stormwater drainage issue resolution.

Scope of Services – RR&SS Bundle #2 (Beaver/Dale)

Page 1 of 16

August 5, 2016

Final August 24, 2016

Effective coordination with stakeholders, residents, and businesses to incorporate information gathered from these entities so that the improvements may be implemented with minimal impact to the public and private property. This coordination, along with improving existing conditions within the project area on time and under budget, will define project success.

The goal for the schedule is:

- Have the design of improvements approved and ready for construction by May 3, 2017.
- Start construction in June 2017
- Have construction completed by August 2018.

N Beaver Street:

Project limits extend from the south side of W Columbus Avenue, south to the south side of W Cherry Avenue with the exception of 2 – 3” conduit lines extending from W Columbus Avenue, south to W Birch Avenue.

Roadway Scope:

- Full depth pavement reconstruction from the south side of W Columbus Avenue to the south side of W Cherry Avenue.
 - A typical cross slope will be determined during the design phase.
 - Full depth reconstruction will require lowering of centerline profile, while maintaining minimum coverage over utilities, and rebuilding small sections of adjacent streets to transition in/out of N Beaver Street intersections.
 - Adjacent streets to transition to Beaver Street’s new structural section.
 - All pavement to have a 20 year life expectancy.
 - Traffic data will be provided by the City of Flagstaff.
- Install 2 – 3” conduit lines with pull cords from W Columbus Avenue to W Birch Avenue for future connections for the traffic signals at W Columbus Avenue and W Birch Avenue.
- New trench patch from W Cherry Avenue to W Birch Avenue for 2 – 3” conduit line installation.
- Replace all existing roll curb with new vertical curb and gutter.
- Replace select existing vertical curb and gutter with new vertical curb and gutter.
- Replace select driveways and alley approaches as identified by the COF. Driveways will be designed to match the existing driveways.
- Replace select existing sidewalk as identified by the COF.
- Replace select existing sidewalk ramps as identified by the COF.
- Replace existing valley gutters at the intersection of N Beaver Street and W Cherry Avenue.
- New valley gutters at the intersection of E Elm Avenue and N Beaver Street. Additional intersections of W Sullivan Avenue, E Hunt Avenue, and E Fine Avenue to be evaluated during design.

- New valley gutter at the intersection of N Beaver Street and Dale Avenue to be included on the Dale Project.
- Remove and reinstall existing street signs as needed for construction.
 - Per the City of Flagstaff, all signage is or will be updated to meet new City of Flagstaff Standards by another project.
- Remove, re-establish, and document (including recordation) all affected survey monuments and handholes.
- The existing striping plan will be assessed for possible improvements during the design phase.
 - 11' wide travel lanes, remove west side on street parking, new continuous bike lane on west side of road, keep on street parking on east side of road.
- Contractor to protect existing landscape improvements. Contractor will remove and replace in kind any landscape improvements needed for construction of improvements.
- Evaluate the right-of-way for the ability to relocate the existing APS utility pole to the back of sidewalk. The utility pole is located on the east side of N Beaver Street in the alley between Fine Avenue and Elm Avenue.
- Evaluate the available right-of-way and/or the right-of-way required in order to relocate the existing light poles out of the sidewalk.
- Existing light poles will be replaced with new light poles and luminaries to meet City of Flagstaff Standards.
 - WLB does not need to track design time for the light poles separately.
 - Luminary standard to be provided by the City of Flagstaff Traffic Department.
 - New underground power will be provided to the new light poles.
- Coordinate the design with Miramonte for the 320/322 N Beaver Street Development. WLB will provide the design of the north and west edge improvements.
 - The design provided by WLB will include sidewalk, parkway, and transitions on the northeast and southwest sides of the site, driveway, and sidewalk ramp.
 - Design of 6' sidewalk and 5' parkway with transitions at the property limits, to TND Standard.
 - All coordination with the Miramonte site will be through the City Project Manager.
 - Miramonte to provide current site plan.
- No improvements will be made to the existing NAIPTA bus stop located on the northwest corner of the intersection of N Beaver Street and W Hunt Avenue other than those related to the proposed sidewalk and curb and gutter improvements already included with this project.

Utility Scope:

- Replace all existing water service saddles, service lines, and meter box assemblies from main to meter.
 - Water meter locations will be provided by the City of Flagstaff.
 - Water meters elevation to be adjusted to meet COF standards as needed.
- Replace all water valve boxes.

- Replace all existing fire hydrant assemblies.
 - City to discuss internally new standard for fire hydrant locations and red curb striping.
- Replace approximately 302' of existing 8" VC sewer main, built in 1919, from Manhole 2-138 to Manhole 2-139 (W Elm Avenue to W Dale Avenue).
 - Discuss with CMAR and City Staff on method to construct.
- Replace all existing sewer services.
 - Sewer video logs will be provided by the City of Flagstaff.
- Adjust existing water valves and sewer manholes as required for pavement reconstruction per City of Flagstaff Standards.
- Adjust existing water valve box assemblies and sewer manholes, affected by construction, to finished grade.
- All existing utility collars shall be removed and replaced to City of Flagstaff Standards.
- Asbestos abatement for ACP waterlines (if warranted).

Franchise Utility Scope:

- Evaluate existing franchise utilities locations and elevations. Coordinate relocations/realignments with the franchise utilities as needed (APS, Unisource, Suddenlink, Centurylink, AT&T, etc.)

Stormwater Scope:

- Determine during the design phase if valley gutters are needed to convey drainage through all intersections.
- Remove small inlet and outlets at the north corners of N Beaver Street and W Elm Avenue.
- All catch basins to be replaced with combination curb inlet/grate catch basins.
 - Determine if catch basin locations need to be adjusted during design.
- Trench drains are to be installed in lieu of scuppers at locations designated by the City of Flagstaff.
 - Trench drains are scuppers with an ADA compliant grate instead of a steel plate.
- Drainage Memo/Report
- LID Improvements
 - Location 1: 604 N Beaver Street
 - Design a small depression/rain garden. Possibly add a few plants and/or trees.
 - LID is located within the City right-of-way.
 - Location 2: 818 N Beaver Street
 - Ensure water from parking lot reaches the street and is not trapped behind the sidewalk. Possibly add a scupper south of driveway.

Dale Avenue

Project limits extend from the east side of N Humphreys Street to the pavement change in the N Agassiz Street intersection.

Scope of Services – RR&SS Bundle #2 (Beaver/Dale)

Page 4 of 16

August 5, 2016

Final August 24, 2016

Roadway Scope:

- Edge mill and overlay surface treatment from N Humphreys Street to N Agassiz Street.
 - Determine whether full width mill and overlay is recommended during design based on the geotechnical analysis.
- Work with City Staff and the CMAR to determine options to mitigate the extreme cross slope on Dale Avenue at the N Beaver Street and Leroux Street intersections.
- Trench patch following water and sewer work.
- Pavement patch following curb and gutter work.
- Replace all roll curb with new vertical curb and gutter with the exception of driveway entrances.
- Replace select existing vertical curb and gutter with new vertical curb and gutter.
- Replace select existing driveways and alley approaches as identified by the COF. Driveways will be designed to match the existing driveways.
 - Replace roll curb and gutter at driveway entrances.
- Replace select existing curb and gutter as identified by the COF.
- Replace select existing sidewalk as identified by the COF.
- Replace select existing sidewalk ramps as identified by the COF.
 - Raise the elevation of the south sidewalk ramps at the intersection of Dale Avenue and N Beaver Street and N Leroux Street to reduce the extreme cross slope of Dale Avenue.
- New valley gutters at the intersections of: 1) Dale Avenue and Beaver Street and 2) Dale Avenue and N Leroux Street.
- Remove and reinstall existing street signs as needed for construction.
 - Per the City of Flagstaff, all signage is or will be updated to meet new City of Flagstaff Standards by another project.
- Remove, re-establish, and document (including recordation) all affected survey monuments and handholes.
- Remove existing large Ponderosa Pine tree (DBH 34") causing damage to the sidewalk, curb gutter, roadway, and possible stormwater structures.
- Contractor to protect existing landscape improvements. Contractor will remove and replace in kind any landscape improvements needed for construction of improvements.

Utility Scope:

- Extend the existing Dale Avenue 8" PVC water main stub out, built in 1993, approximately 267' from just east of N Humphreys Street to the Beaver Street 8" Cast Iron water main, built in 1976.
- Extend the existing Dale Avenue 8" PVC water main stub out, built in 1995, approximately 310' from just east of N San Francisco to the Agassiz Street 8" Cast Iron water main, built in 1977.
- Extend new 8" water main installed on Dale Avenue with the Leroux project from 10 W Dale Avenue, west to the Beaver Street water main.

- Abandon in place approximately 118' of 2" galvanized pipe, built in 1960, located on the north side of Dale Avenue from 150 W Dale Avenue to 110 W Dale Avenue.
- Abandon in place approximately 219' of 2" galvanized pipe, built in 1939, located on the north side of Dale Avenue from 402 N San Francisco to 403 N Agassiz Street.
- Replace all existing water service saddles, service lines, and meter box assemblies from main to meter.
 - Water meter locations will be provided by the City of Flagstaff.
 - Water meters elevation to be adjusted to meet COF standards as needed.
- Replace all existing fire hydrant assemblies with the exception of fire hydrant 181826, located on the southeast corner of the intersection of Dale Avenue and N Humphreys Street, which will only require the removal and replacement of the fire hydrant.
 - City to discuss internally new standard for fire hydrant locations and red curb striping.
- Replace all existing water valve box assemblies.
- Replace approximately 212' of existing 8" VC sewer main, assumed to be built in 1919, from manhole 2-968 to Manhole 2-138 (N Beaver Street to 10 W Dale Avenue).
 - Discuss with the City and CMAR on method to construct.
- Replace all existing sewer services.
 - Sewer video logs will be provided by the City of Flagstaff.
- Rebuild sewer Manhole 2-968.
 - Coordinate with the City Utilities Department to determine the type of manhole to replace Manhole 2-968.
- Lower existing water valves and sewer manholes as required for pavement milling per City of Flagstaff Standards.
- Adjust existing water valve box assemblies and sewer manholes, affected by construction, to finished grade.
- All existing utility collars shall be removed and replaced to City of Flagstaff Standards.
- Asbestos abatement (if warranted).

Franchise Utility Scope:

- Evaluate existing franchise utilities locations and elevations. Coordinate relocations/realignments with the franchise utilities as needed (APS, Unisource, Suddenlink, Centurylink, AT&T, etc.)

Stormwater Scope:

- Determine the design of the catch basin located on the northwest corner of the Dale and Agassiz intersection with regard to adjustments, replacement, or rebuilding.
- Drainage Memo/Report

Scope of Services:

BASIC SERVICES

Task 1 – Project Administration, Meetings and Public Outreach:

This task is for project administration, major meetings and public outreach for the project. The items included in this task are:

1. Project Kickoff and field review meeting with the City and CMAR: WLB will prepare an agenda for the meeting and prepare meeting notes for the items discussed. The purpose of the meeting will be to review the City scoping documents in the field with everyone. During the field walk we will mark the limits of removals for the surveyors to locate in the field during the topographic mapping.
2. Meeting with internal and external stakeholders: The WLB team will attend a meeting with stakeholders that will be impacted by the construction of the project improvements. The City will facilitate the meeting
3. 60% Public Meeting/Open House: WLB will prepare an exhibit for the public meeting, attend the meeting, and compile comments from the public meeting to be held following completion of the 60% plans. The City will prepare the overview presentation and make the presentation during the meeting. The format for the meeting will be a brief overview presentation followed by an open house format meeting where the public can look at plans and ask questions. WLB will prepare a comment card that attendees can fill out and return following the meeting. WLB will compile a list of the comments received to review with the City.
4. Coordination with the City regarding the Miramonte Development: Miramonte is proposing a new development project located on the southeast corner of Beaver and Dale. The edge improvements required for the project will be part of the improvements to be built with the Beaver / Dale project. WLB will coordinate the location and grading for the improvements with the developer through the City's project manager. We anticipate one or two meetings and to exchange information to provide the information the developers' engineer will need to complete design of the onsite improvements.
5. General Project Administration and Billings: WLB will be overseeing the project schedule and billings during the project.
6. During the preparation of the plans WLB will be coordinating utility information and data for potholes with the CMAR and their subcontractor that is providing subsurface utility engineering (SUE) for the project. Coordination may include the following:
 - a. Sharing of AutoCAD Civil 3D 2016 files between WLB and the SUE subcontractor for survey data and utility locations determined during the preparation of the 30% plans. Utility locations from the SUE subcontractor will be incorporated into the project basemap. WLB will provide the SUE subcontractor with information received from the utility companies during the preparation of the topographic survey.

- b. Coordination with the CMAR and the SUE subcontractor during 60% plans to identify pothole locations. With the CMAR and the City the pothole locations can be prioritized to reduce the number of potholes if needed.
 - c. The final sealed SUE plans will be included in the final construction plans to document existing utility locations and pothole locations.
- 7. Geotechnical Analysis: WLB will coordinate with Speedie and Associates to prepare a geotechnical analysis for the project. See attached proposal from Speedie.
 - 8. Street Light Design: WLB will coordinate with APS, the CMAR, and the COF for the new lights and poles along Beaver with new wiring.

Deliverables to the City of Flagstaff: Deliverables under this task are:

- 1. Project kickoff, field walk and meeting notes
- 2. Attendance at stakeholders meeting with City and CMAR
- 3. Preparation, attendance, and compiling comments for the 60% Public meeting and open house
- 4. Coordination with City regarding the Miramonte development
- 5. General Project administration
- 6. Coordination with SUE subcontractor of utility locations and potholes to include:
 - a. Utility company contact list and research information received from the research prepared by WLB
 - b. Test hole exhibit for SUE subcontractor identifying utility to be located and the location
 - c. AutoCAD file of the topographic survey with existing utilities shown on them
- 7. Subconsultant coordination for the geotechnical analysis
- 8. Coordination with APS for the electrical street light design

Task 2 – Surveying and Mapping:

This task is provided by Pre-Engineering Services per Exhibit 1.

Task 3 – Concept 30% Plans: WLB will prepare 30% plans for the improvements based on the scoping exhibits that had been prepared by the City of Flagstaff. The information shown on the City's scoping exhibits will be transferred to the AutoCAD files and overlaid on the project basemap to start the design of the 30% plans. The 30% plans will contain the following sheets:

- 1. Cover/Notes/Detail Sheets (6 Sheets)
- 2. Control Sheet (1 Sheet) – the control sheet will show the existing control points and right-of-way monumentation and property corners that were located during the survey.
- 3. Water Service Index Sheet (1 Sheet) – Using the information from the city and field review WLB will prepare a sheet showing the existing water meters within the project limits and prepare a table to show location, size, physical address, APN, Keynote and sheet.
- 4. Sewer Service Index Sheet (1 Sheet) – Using the information from the city and field review WLB will prepare a sheet showing the existing sewer services within the project limits and prepare a table to show location, size, physical address, APN, and sheet.

Scope of Services – RR&SS Bundle #2 (Beaver/Dale)

Page 8 of 16

August 5, 2016

Final August 24, 2016

5. Street Removals/Grading/Drainage Plan and Profiles (10 Sheets) – WLB will prepare plan and profile sheets for the removal and design of new street improvements. At the 30% level only existing profiles will be shown. The design profiles will be added to the future plan submittals.
6. Utility Sheets (8 Sheets) – These sheets will show all the water, sewer, and water and sewer service replacements. Profile will only be added to the sheets that have waterline and sewer line replacements. The other sheets will have 2 plan views per sheet.
7. Striping Plan (2 Sheets) – These sheets will show the new striping for the corridor and traffic signs that will be impacted by the construction that will need to be reinstalled.
8. Electrical Plans for Street Lights will be provided by APS, and may be included depending on APS' design process and schedule.

The plans will be at 20 scale to accurately show AC, curb, sidewalk replacements. The waterline and sewer line profiles will not be prepared with the 30% Plans.

During the design WLB will facilitate (2) bi-weekly design meetings, as needed, with the City and CMAR to discuss project design and receive input on items that will help with construction to reduce shutdowns of utilities and minimize impacts to the residents and businesses located along the project limits. WLB will be responsible for preparing agendas and meeting notes for design meetings.

Deliverables to the City of Flagstaff: The following will be submitted:

1. Design Meeting agendas and meeting notes
2. (3) Complete sets and PDF's of the Concept 30% plans for review by the City and CMAR.

Task 4 – Concept 60% Plans: WLB will prepare the 60% plans based on comments received from the 30% plan submittal. Prior to proceeding with the 60% plan preparation WLB will meet with the City and the CMAR to discuss the plan review comments, CMAR Estimate, and potential VE options that should be analyzed during the 60% plan preparation.

The format of the plans sheets for the 60% plans will be the same as the 30% plans with the addition of the SWPPP Plan sheets (2 Sheets). For the 60% plan submittal the design profiles for roads, waterlines and sewer lines will be added.

The preliminary drainage memo will be prepared with the 60% plan submittal. The memo will present calculations for the new catch basins along Beaver Street and the catch basin on the northwest corner of Dale and Agassiz. There is also 1 location that will be looked at, per the request of COF Stormwater, related to a potential location for an LID basin. A second location, at the request of COF Stormwater, will be looked at for potential improvements to convey stormwater from an existing parking lot to Beaver Street. The format for the drainage memo will be:

Scope of Services – RR&SS Bundle #2 (Beaver/Dale)

Page 9 of 16

August 5, 2016

Final August 24, 2016

1. Introduction
2. Location
3. Description of Project Site
 - a. Existing
 - b. Proposed
4. Objectives and Procedures
5. Hydrology
 - a. Analysis Overview
 - b. Existing Conditions
 - i. 2, 10, and 100 year design storms
 - c. Proposed Conditions
 - i. 2, 10, and 100 year design storms
6. Hydraulics
 - a. Overview
 - b. Existing Conditions
 - c. Proposed Conditions
7. Summary and Conclusions

During the design WLB will facilitate (1) bi-weekly design meeting, as needed, with the City and CMAR to discuss project design and receive input on items that will help with construction to reduce shutdowns of utilities and minimize impacts to the residents and businesses located along the project limits. WLB will be responsible for preparing agendas and meeting notes for design meetings.

This submittal will be unsealed and will be submitted to the City's PM for distribution to the City departments for a 15 day courtesy review.

Deliverables to the City of Flagstaff: The following will be submitted:

1. (7) Complete sets of the 60% plans (Hard Copy and PDF).
2. (2) Hard copies and a PDF of the Preliminary Drainage Memo
3. Comment Response Form for 30% plan comments

Task 5 – 90 % Plans: WLB will prepare the 90% plans based on comments received from the 60% plan submittal. Prior to proceeding with the 90% plan preparation WLB will meet with the City and the CMAR to discuss the plan review comments, CMAR Estimate, and potential VE options that should be analyzed during the 90% plan preparation.

The format of the plans sheets for the 90% plans will be the same as the 60% plans.

WLB will revise the Preliminary Drainage Memo per comments received from the 60% review to prepare the Final Drainage Memo to be included with the 90% plan submittal supporting the drainage design shown on the 90% plans.

The 90% Plans will be used to make the first submittal to ADEQ for Approval to Construct the new waterlines and sewer lines. There will be 2 independent submittals to ADEQ, one for the Scope of Services – RR&SS Bundle #2 (Beaver/Dale)

waterline and one for the sewer lines. WLB will prepare an Engineer's Design Report (EDR) for each of the submittals and the corresponding ADEQ applications for Approval to Construct (water) and Notice of Intent to Discharge (sewer). Also included will be the Operation and Maintenance (O&M) manual as required by ADEQ for the sewer system submittal. ADEQ comments from this submittal will be addressed with the 100% plans, if required. Checks will be provided by the City for each of the ADEQ application fees.

Draft special provisions will be prepared with the 90% submittal.

The 90% Plans will be submitted by WLB to the utility companies (APS, Unisource, Century Link, AT&T and Suddenlink) for utility acknowledgement per the City requirements.

During the design WLB will facilitate (2) bi-weekly design meetings, as needed, with the City and CMAR to discuss project design and receive input on items that will help with construction to reduce shutdowns of utilities and minimize impacts to the residents and businesses located along the project limits. WLB will be responsible for preparing agendas and meeting notes for design meetings.

Deliverables to the City of Flagstaff: The following will be submitted:

1. (8) Complete sets of the 90% plans will be submitted to the City's project manager for review and distribution to City departments.
2. (2) Hard copies and PDF of the draft special provisions.
3. (2) Hard copies and a PDF of the Final Drainage Memo
4. (5) Sets of the 90% plans only will be submitted to the franchise utilities by WLB.
5. Comment Response Form the 60% plan comments.

Deliverables to ADEQ: The following will be submitted:

6. Application for Approval to Construct, per ADEQ Form 222: (2) hard copies of the plans, (2) hard copies Water Engineer's Design Report, (2) hard copies of the construction specifications, and Application for Approval to Construct Drinking Water Facilities for the ADEQ Submittal for the new waterlines.
7. Application for Notice of Intent to Discharge, per ADEQ Form 222: (2) hard copies of the plans, (2) hard copies of the Sewer Engineer's Design Report, (2) hard copies of the construction specifications, (1) hard copy of the Operations & Maintenance Plan, and Application for Notice of Intent to Discharge to Construct sewer collection systems for the ADEQ Submittal for the new sewer lines.

Task 6 – 100% Plans: WLB will prepare the 100% plans based on comments received from the 90% plan submittal. Prior to proceeding with the 100% plan preparation WLB will meet with the City and the CMAR to discuss the plan review comments, CMAR Estimate, and potential VE options. Once we have final approval by the City and ADEQ we will submit a mylar cover sheet and paper plan set for City Signatures.

Scope of Services – RR&SS Bundle #2 (Beaver/Dale)

Page 11 of 16

August 5, 2016

Final August 24, 2016

Prior to City final approval, WLB will revise the plans, engineer's design reports, and/or the application per ADEQ comments and resubmit for approval to construct and notice of intent to discharge if required.

Deliverables to the City of Flagstaff: The following will be submitted:

1. (7) Complete sets of the 100% plans will be submitted to the City's project manager for review and distribution to City departments.
2. (1) Complete plan set with a mylar cover for signatures will be submitted for signatures.
3. (1) Hard copy and PDF of the project special provisions.
4. Comment Response Form the 90% plan comments.
5. (1) Hard copy and PDF of each of the Franchise Utility Acknowledgements.

Deliverables to ADEQ: The following will be submitted if needed:

6. (2) Hard and/or electronic copies of revised plans, reports, and/or application as request by ADEQ to address ADEQ comments for the Approval to Construct Drinking Water Facilities. Hard and/or electronic copies of a comment response form addressing ADEQ comments.
7. (4) Hard and/or electronic copies of revised plans, reports, and/or application as request by ADEQ to address ADEQ comments for the Notice of Intent to Discharge to construct sewer collection systems. Hard and/or electronic copies of a comment response form addressing ADEQ comments.

END BASIC SERVICES

CONSTRUCTION ADMINISTRATION

Task 7 – Post-Design Services: Following approval of the plans WLB will provide post-design services to support the City and CMAR to successfully complete the construction of the improvements that includes the following items:

1. Coordination with the City and CMAR during the preparation of the GMP to answer pre-construction RFI and review GMP submittals
2. Attend pre-construction open house facilitated by the CMAR
3. Pre-Construction meeting with the City and CMAR
4. Attend weekly onsite construction meetings with the City and the CMAR (56 meetings, July 2017 to August 2018)
5. Additional site visits and field observation report for unforeseen conditions (6 visits)
6. Response to RFI during construction (15)

Deliverables: As needed support during GMP development and construction.

END CONSTRUCTION ADMINISTRATION

Scope of Services – RR&SS Bundle #2 (Beaver/Dale)

Page 12 of 16

August 5, 2016

Final August 24, 2016

Project Assumptions:

1. Legal descriptions for additional right-of-way and easements are not included in basic services.
2. Sufficient monumentation exists in the immediate vicinity of the Site (within one adjacent Right of Way intersection) to facilitate the relation of the topography survey to the Right of Way/property boundaries.
3. Resolving boundary issues between record information and measured data is not included. If there are any issues we will notify the City to determine the best approach and strategy to resolve.
4. New monuments to replace the ones that are disturbed during construction will be the responsibility of the CMAR. WLB can provide surveying to replace monuments if requested as an additional service.
5. Horizontal and vertical datum will be based on the City of Flagstaff control network. If a different datum is requested, the client will provide the necessary control information.
6. No boundary survey will be conducted or implied. The horizontal control portion of the services does not include setting monuments at property corners or Right of Way centerline.
7. A title report is not needed for determining record right-of-way locations. If one is needed we will notify the City for approval.
8. No sealed Topography Survey plat will be prepared.
9. Providing or modifying the City of Flagstaff water model for the water line replacement is not included.
10. Potholing to locate existing utilities will be coordinated with the CMAR and the CMAR's SUE subconsultant during the preparation of the 60% Plans.
11. WLB prepares the design and construction drawings with AutoCAD Civil 3D 2016. It is assumed that any other entity utilizing WLB design files for the purpose of coordination with this project has the capabilities of using and/or views the files in WLB's original format. Work on WLB's part to re-format or reconstruct files for another entity's use will be considered additional services.
12. ADEQ Submittal fees will be paid by the City of Flagstaff. We will coordinate with the City to obtain a check for the submittal.
13. Setting the post construction centerline monument replacements and preparing the corresponding Record of Survey will be by others.
14. Record Drawings/As-built preparation and/or review is not included and will be the responsibility of the CMAR during construction.
15. Preparation and/or review of the ADEQ Approval of Construction, Discharge Authorization, and Engineer's Certificate of Completion (ECC) documents is not included.
16. Additional services if required and approved by the client will be billed in accordance with the standard hourly rates for The WLB Group, Inc.

The City of Flagstaff will provide or be responsible for the following information:

1. Water meter sizes and addresses for the services being replaced with this project.

Scope of Services – RR&SS Bundle #2 (Beaver/Dale)

Page 13 of 16

August 5, 2016

Final August 24, 2016

2. Locations for sewer services and TV logs for the sewer lines being replaced.
3. Information for additional right-of-way that has been dedicated to the City for corner cut-offs or as part of the development.
4. Providing as-built water and sewer line plans for the existing lines in Beaver and Dale.
5. Provide the design and specification requirements for the traffic signal conduits.
6. Setting up the stakeholder meeting.
7. Setting up the venue and time for the public outreach meetings.
8. Prepare the overview presentation and make the overview presentation for the 60% public meeting/open house.
9. Pay ADEQ review and submittal fees.
10. Acquiring temporary construction easements or PUE's for the construction if needed and all coordination with the impacted party.
11. The City will complete the Engineer's Certificate of Completion (ECC) for water, including all sealed test results for the disinfection, and for the leak testing performed by the City Inspectors. The City of Flagstaff will provide the record drawings/asbuilts for the water system, fill out the ADEQ application for Approval of Construction, and make the entire submittal to ADEQ for the Approval of Construction.
12. The City will complete the Request for Discharge Authorization for sewer and make the submittal to ADEQ for Discharge Authorization. This includes the application for Discharge Authorization, preparation of the Engineer's Certificate of Completion (ECC) including the sealed test results observed by the City Inspectors, and the record drawings/asbuilts for the sewer system.

End of Exhibit A – Scope of Services

Compensation:

Our Time and Materials (T&M) Not to Exceed (NTE) budget for the RR&SS Bundle #2 (Beaver/Dale) Project is \$219,160 including sub-consultant fees and reimbursable expenses with a \$12,000 Owner's Contingency, for a Total Contract Amount of \$231,160. The budget is summarized in the table below:

Tasks (Design - T&M NTE)	Budget
Task 1 - Project administration, Meetings and Public Outreach	\$17,190
Task 2 - Topographic/ROW Survey via Exhibit 1 Pre-Engineering Services	\$0
Task 3 - Concept 30% Plans	\$39,185
Task 4 - Concept 60% Plans	\$50,245
Task 5 - 90% Plans	\$56,035
Task 6 - 100% Plans	\$24,880
Subtotal (Design - T&M NTE)	\$187,535
Tasks (Construction Administration - T&M NTE)	Budget
Task 7 - Post-Design Services	\$20,150
Subtotal (Construction Administration - T&M NTE Budget)	\$20,150
Speedie and Associates w/Markup (Geotechnical Analysis)	\$8,525
Reimbursable Expenses	\$2,950
Totals	\$219,160
OWNER'S CONTINGENCY	\$12,000
TOTAL CONTRACT AMOUNT	\$231,160

End of Compensation

EXHIBIT B – HOURLY RATE SCHEDULE

**FLAGSTAFF
FEE SCHEDULE FOR PROFESSIONAL SERVICES**

TYPICAL HOURLY RATES

Personnel	Hourly Rate
Principal	\$145.00
Public Presentation or Expert Testimony	\$200.00
Senior Project Manager	\$125.00
Project Manager PE/RLA/RLS	\$115.00
Senior Project: Engineer/Landscape Arch/Planner /Inspector /Surveyor/Designer	\$100.00
Project: Engineer/Landscape Arch/Planner /Inspector /Surveyor/Designer	\$95.00
Staff: Design Engineer/Landscape Arch/Planner /Inspector /Surveyor/Designer	\$85.00
Sr. Cadd Operator	\$80.00
Senior Technician	\$75.00
Design Technician	\$70.00
Technician/Cadd Operator	\$65.00
Draftsperson/Assistant Technician	\$60.00
Clerical	\$50.00
Three Man Survey Crew	\$160.00
Two Man Survey Crew	\$145.00
One Man Survey Crew	\$120.00

End of Exhibit B – Hourly Rate Schedule

July 27, 2016

Alexis Griffiths
The WLB Group
500 N. Beaver Street
Flagstaff, AZ 86001

**RE: Proposal for Geotechnical Investigation
N. Beaver St and Dale Ave Improvements
Beaver Street and Dale Avenue
Flagstaff, AZ
Proposal No. 58095 SF**

Dear Ms. Griffiths:

We are pleased to provide our cost estimate to conduct a soil investigation at the above referenced site that will satisfy site development and pavement design requirements. All work on this project will be carried out under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that construction will consist of full pavement reconstruction along N. Beaver Street from Columbus Avenue to Cherry Avenue. Mill and overlay, with some areas of full depth reconstruction, is planned for Dale Avenue from Humphreys Street to Agassiz Street. Sewer and waterline replacements are planned for portions of Beaver Street and Dale Avenue.

We will drill and sample sufficient test borings to adequately determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design. We presently anticipate drilling 4 borings to depths of 10 feet below existing ground surface, or refusal, whichever comes first in areas with planned utility upgrades. We presently anticipate drilling 6 pavement borings to depths of 5 feet below existing ground surface, or refusal, whichever comes first in areas with planned full depth pavement reconstruction. We also plan to core the asphalt at 6 locations, both center and edge of pavement, along Dale Avenue to determine pavement condition, thickness and suitability for mill and overlay. Borings will alternate lanes over the extents of the project. Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered. Any necessary permits will be obtained and proper traffic control will be provided.

We will analyze the data obtained from field and laboratory testing and prepare a report presenting all data obtained, together with our conclusions and recommendations regarding:

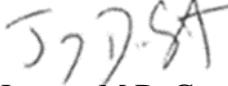
1. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
2. Pavement design to provide economy and adequate service.

3. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
4. Local excavation and trenching conditions and stability considerations.
5. Potential corrosiveness of subsoil materials and procedures to minimize the effects thereof.
6. Discussions of any unusual design or construction consideration which may be indicated by site conditions encountered.

Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof. We propose to provide the services set forth herein for a lump sum amount of \$7,750.00, which includes all testing, engineering and reimbursable expenses and 2 copies of the report. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of \$15.00 per report. Time from authorization to proceed to final report submittal at this time is on the order of 4 to 6 weeks following our receipt of this signed proposal (authorization to proceed). This time frame does not include delays due to inclement weather or delays in the field not caused by Speedie & Associates and subcontractors.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy, and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES


Jeremy M DeGeyter, E.I.T.

APPROVED AND ACCEPTED
For: The WLB Group

By: _____

Print Name: _____

Date: _____

**ENGINEERING SERVICES
2016 Fee and Rate Schedule**

Fees for services will be based upon the time worked on the project at the following rates:

Title	Rate Per Hour
Principal	\$ 130.00
Project Manager	100.00
Sr. Geologist/Engineer	100.00
Project Engineer/Geologist	90.00
Environmental Specialist	85.00
Special Inspector (Architectural)	85.00
Special Inspector (Structural/Geotechnical)	75.00
Staff Engineer/Geologist	75.00
Sr. Engineering Technician	65.00
Draftsman	60.00
Materials Testing Technician	50.00
Clerical/Administrative	45.00

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.

EXHIBIT 1 – SCOPE OF PRE-ENGINEERING SERVICES AND COMPENSATION

RR&SS Bundle #2

Pre-Engineering Services

WLB Project No.	316011A001
COF Capital Improvements No.	03-16009
City of Flagstaff Project No.:	ST3345
Prepared August 4, 2016	

Project Understanding:

The Road Repairs and Street Safety Program Bundle #2 (Beaver/Dale) project is located in the Downtown Neighborhood within west Flagstaff. The project limits for N Beaver Street begin at the south side of W Columbus Avenue and continue south to the south side of W Cherry Avenue, with the exception of the underground conduit lines continuing south to the traffic signal at W. Birch Avenue. Dale Avenue project limits begin at the east side of N Humphreys Street and extend to the pavement change within the N Agassiz Street Intersection. Project design and construction will incorporate numerous stakeholders, residents, and businesses.

To accelerate the project schedule, the City has requested for WLB to provide pre-engineering services for the project's topographic survey. Our approach to the pre-engineering services is per the follow Scope of Services.

Scope of Services:

BASIC SERVICES

Task 2 – Surveying and Mapping:

WLB Group will perform a topographic survey of Beaver Street and Dale Avenue within the project limits outlined on the attached Exhibit Survey Limits. The cross streets will be surveyed approximately 50' beyond the Beaver or Dale ROW, as well as to the mid-block alleys east of Beaver on Fine, Hunt, and Sullivan Avenues to obtain the necessary information for the design of the proposed light poles. Driveways and walkways from adjacent properties will be surveyed to determine tie in locations for improvements. WLB will work with the City PM to notify residents that surveying will be occurring on their property for the project.

WLB Group will research record documents at the County Recorders Office and perform a control survey to locate and verify existing property/Right of Way monuments within the project site following the requirements of the current Arizona Minimum Standards for Land Boundary surveys. The ROW lines will be shown based on field data, record information and information received from the City for additional ROW that may have been obtained by the City of Flagstaff.

Field measurements will include topographic features within the Rights of Way, existing drainages, culverts, mailboxes, retaining walls, fences, utility appurtenances, sewer manholes and inverts, cleanouts, water valve nut elevations, and trees greater than 4" in diameter. The

survey will not extend beyond the Rights of Way except as needed to locate water and sewer services and verify driveway and walkway tie in locations.

During the survey we will work with the City of Flagstaff Utility Department to obtain as-built plans, water meter descriptions, and sewer logs to locate the existing water meter and sewer services. We will contact franchise utility companies to request as built information and get a list of upcoming and anticipated projects in the area.

WLB will locate existing street signs within the project limits.

Once the field work is completed WLB will prepare the topographic and ROW basemap for the project. WLB will also prepare a results of survey exhibit that will show project control for construction and the existing centerline monuments and property corners that were located in the field during the survey.

Deliverables: AutoCAD project basemap for use in preparing the Beaver Street and Dale Avenue Improvement Plans. Results of Survey Exhibit for the project ROW location and construction control.

END BASIC SERVICES

Project Assumptions:

1. Legal descriptions for additional right-of-way and easements are not included in basic services.
2. Sufficient monumentation exists in the immediate vicinity of the Site (within one adjacent Right of Way intersection) to facilitate the relation of the topography survey to the Right of Way/property boundaries.
3. Resolving boundary issues between record information and measured data is not included. If there are any issues we will notify the City to determine the best approach and strategy to resolve.
4. New monuments will not need to be set. If additional monuments are to be set they are on additional service.
5. Horizontal and vertical datum will be based on the City of Flagstaff control network. If a different datum is requested, the client will provide the necessary control information.
6. No boundary survey will be conducted or implied. The horizontal control portion of the services does not include setting monuments at property corners or Right of Way centerline.
7. A title report is not needed for determining record right-of-way locations. If one is needed we will notify the City for approval.
8. No sealed Topography Survey plat will be prepared.
9. CMAR coordination is not included with the pre-engineering services.
10. Potholing to locate existing utilities is not included with the pre-engineering services.
11. WLB prepares the design and construction drawings with AutoCAD Civil 3D 2016. It is assumed that any other entity utilizing WLB design files for the purpose of coordination with this project has the capabilities of using and/or views the files in WLB's original

format. Work on WLB's part to re-format or re-construct files for another entity's use will be considered additional services.

12. Additional services if required and approved by the client will be billed in accordance with the standard hourly rates for The WLB Group, Inc.

The City of Flagstaff will provide or be responsible for the following information:

1. Providing as-built water and sewer line plans for the existing lines in Beaver and Dale.
2. Water meter sizes and addresses for the services being replaced with this project.
3. Locations for sewer services and TV logs for the sewer lines being replaced.

End of Exhibit 1 – Scope of Services

Compensation:

Our Time and Materials (T&M) Not to Exceed (NTE) budget for the RR&SS Bundle #2 (Beaver/Dale) Project Pre-Engineering Services is \$44,790 including reimbursable expenses. The budget is summarized in the table below:

Tasks (Pre-Design)	Budget
Task 1 - Topographic/Right-of-Way Survey	\$43,790
Subtotal (Design - T&M NTE)	\$43,790
Reimbursable Expenses	\$1,000
Total Fee	\$44,790

End of Compensation

EXHIBIT B – HOURLY RATE SCHEDULE

**FLAGSTAFF
FEE SCHEDULE FOR PROFESSIONAL SERVICES**

TYPICAL HOURLY RATES

Personnel	Hourly Rate
Principal	\$145.00
Public Presentation or Expert Testimony	\$200.00
Senior Project Manager	\$125.00
Project Manager PE/RLA/RLS	\$115.00
Senior Project: Engineer/Landscape Arch/Planner /Inspector /Surveyor/Designer	\$100.00
Project: Engineer/Landscape Arch/Planner /Inspector /Surveyor/Designer	\$95.00
Staff: Design Engineer/Landscape Arch/Planner /Inspector /Surveyor/Designer.....	\$85.00
Sr. Cadd Operator	\$80.00
Senior Technician.....	\$75.00
Design Technician	\$70.00
Technician/Cadd Operator	\$65.00
Draftsperson/Assistant Technician	\$60.00
Clerical	\$50.00
Three Man Survey Crew.....	\$160.00
Two Man Survey Crew	\$145.00
One Man Survey Crew	\$120.00

End of Exhibit B – Hourly Rate Schedule