

**PROFESSIONAL SERVICES AGREEMENT**  
**MID-CITY SPLASH PAD**  
**PROJECT NO.: 212218**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and J2 Engineering and Environmental Design, LLC, an Arizona Limited Liability Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
    - (2) The City must approve the designated Project Manager.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
  - c. Discharge, Reassign, Replacement.
    - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
    - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
  - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$150,000.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

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

**5. Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

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

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

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

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

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

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

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

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

8.2

Indemnification.

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

8.3

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

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

8.4

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

8.5

**Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

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

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

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

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

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

12. **Notices.**

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

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

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

12.2 Representatives.

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

Aaron Allan, PLA, ASLA  
 Vice President - Principal Landscape Architect  
 J2 Engineering & Environmental Design, LLC  
 4649 E. Cotton Gin Loop, Suite B2  
 Phoenix, Arizona 85040

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

City of Glendale  
 c/o Michael A. Johnson, Engineering Project Manager  
 City of Glendale Engineering Department  
 5850 West Glendale Avenue, Suite 315  
 Glendale, Arizona 85301

With required copy to:

City Manager City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301
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- c. Concurrent Notices.
  - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

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

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

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

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

14.2 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.

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

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

14.5 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.

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

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

**15. Term.**

15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a two (2) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional zero (0), renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

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

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



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

**PROJECT**

The Focus of this project will be to select a site and develop Construction documents for an approx. 3,000 Sq. Ft. Splash pad similar to the recently completed splash pad at O'Neil Park. The splash pad construction documents will include plans, specifications, opinion of probable costs and coordination with Maricopa County Environmental Services Division (MCESD).

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

SCOPE OF WORK

Task 100 – Inventory and Analysis Splash Pad Concept Design and Renderings

Purpose: To gather the necessary field information to develop the basis for a schematic layout of the proposed splash pad improvements. J2 has included a topographic survey to establish our team's base files as well as hydrant flow test for water pressure and volume confirmation and geotechnical investigations to provide design direction relative to surface pavement design. J2 will request a bluestake design ticket and request utility maps of any adjacent utilities. It is assumed that FCI will hire a private locator and provide locations for any on-site private utilities. J2 will develop a rendered site plan of the proposed splash pad on the site.

Anticipated Submittals/Products

- Topographic Survey
- Geotechnical Report of Subsurface Conditions
- Flow Tests Results of Hydrant Tests
- Conceptual Rendered Layout of Splash Pad @ New Park Site – Printed to 20 scale on 24" x 36"

Anticipated Meetings

- Project Kickoff Meeting and Site Visit. J2 will have one (1) representative at this meeting: our Project Landscape Architect. This meeting is scheduled to be four (4) hours in length and include travel time to and from park site. J2 will provide the agenda and meeting minutes.
- Lessons Learned Design Meeting. J2 anticipates meeting with COG staff including aquatic staff, and FCI staff to discuss lessons learned from the Design and Construction of O'Neil Park Splash Pad to ensure J2 updates the drawings to reflect all revisions made to the previous plan set. J2 will have one (1) representatives at this meeting: our Project Landscape Architect. This meeting is intended to be two (2) hours in length and held virtually J2 will provide the agenda and meeting minutes.

Task 200 – 60% Design Development

Purpose: After meeting during task 100 and receiving comments from the COG and FCI Staff on the conceptual layout of the splash pad, J2 will initiate development of our 60% Design Development Documents.

Anticipated Submittals/Products

- J2 will submit an electronic (PDF) set of plans (24" x 36") developed to a 60% Design Development level of completion to the City of Glendale and FCI for review and comment. The following sheets are anticipated to be produced by J2 and will be included in the 60% set (and all subsequent sets) for a total of sixteen (16) sheets.
  - o City Cover Sheet (1)
  - o City General Notes Sheet (1)
  - o Erosion Control Plan and Details (1)
  - o Hardscape Plan (1)
  - o Hardscape Details (7)
  - o Splash Pad Plans and Detail Sheets (1)
  - o Surface Materials Plan (1)
  - o Irrigation Restoration Plan and Legend (1)
  - o Irrigation Details (2)
- o 60% Project specifications
- o 60% Opinion of Probable Construction Cost

#### Anticipated Meetings

- Design Coordination Meeting. J2 will have one (1) representative at this meeting: our Project Landscape Architect. This meeting is intended to be two (2) hours in length and held virtually. J2 will prepare the virtual meeting link and forward to COG for distribution to the appropriate COG staff. J2 will provide the agenda and meeting minutes.
- Comment Resolution Meeting. J2 will have one (1) representative at this meeting: our Project Landscape Architect. This meeting is intended to be two (2) hours in length and held virtually. J2 will prepare the virtual meeting link and forward to COG for distribution to the appropriate COG staff. J2 will develop a comment resolution form and provide to the COG to assist in organizing the comments and their final resolution.

#### Task 300 – 95% Pre-Final Construction Documents

Purpose: After receiving comments from COG and FCI Staff on the 60% set of plans J2 will initiate development of our 95% Pre-Final Construction Document submittal. J2 will submit plans to the COG for their review and distribution.

#### Anticipated Submittals/Products

- 95% Plans (PDF)
- 95% Opinion of Probable Construction Cost
- 95% Specifications
- Initiate MCESD Permitting for Sewage Disposal of Splash Pad Water

#### Anticipated Meetings

- Design Coordination Meeting. J2 will have one (1) representative at this meeting: our Project Landscape Architect. This meeting is intended to be two (2) hours in length and held virtually. J2 will prepare the virtual meeting link and forward to COG for distribution to the appropriate COG staff. J2 will provide the agenda and meeting minutes.
- Comment Resolution Meeting. J2 will have one (1) representative at this meeting: our Project Landscape Architect. This meeting is intended to be two (2) hours in length and held virtually. J2 will prepare the virtual meeting link and forward to COG for distribution to the appropriate COG staff. J2 will develop a comment resolution form and provide to the COG to assist in organizing the comments and their final resolution.

#### Task 400 – 100% Final Construction Document– Plans, Specifications, and Estimate (PS&E)

Purpose: After receiving comments from COG and FCI Staff on the 95% set of plans J2 will initiate development of our Final Construction Document submittal. J2 will submit plans to the COG for their review and distribution

#### Anticipated Submittals/Products

- Final Sealed Plans (PDF)
- Final Sealed Specifications
- Bid Tab

#### Anticipated Meetings

- None

#### Design Allowances

The following allowances may only be utilized if authorized in advance by the city. These allowances will not be authorized until a full modified scope is known and may need to be increased if the required scope exceeds the established allowance amount.

Additional Design Allowance – an allowance has been established to procure additional landscape architecture design elements should it be required for site features, outside of the splash pad envelope.

Structural Design Allowance – an allowance has been established to procure structural engineering design services if the project team decides not to use the pre-cast concrete area light poles at the new splash pad location.

City of Glendale  
Mid-City Splash Pad  
J2 Scope of Services  
Construction Administration Phase

#### Task 500 – Post Design Support

J2's staff will attend a pre-construction conference, review shop drawings; review, respond, and coordinate requests for information (RFI) and prepare architect supplemental information (ASI) on an as-needed basis. J2 will have one (1) staff member, Project Landscape Architect, attend the pre-construction meeting. The pre-construction meeting is anticipated to be virtual and be two (2) hours in duration. We are anticipating at a minimum the submittals to include:

- Splash equipment
- Decomposed granite materials and associated items
- Concrete mix designs and associated hardscape elements
- Waterline and Sewerline materials and connections (distributed by J2, reviewed by POINT Engineers)
- Site furnishings (benches, perforated metal screen fencing, trash receptacles)
- Electrical and lighting submittals (distributed by J2, reviewed by Wright Engineering)
- Ramada Post Color and Shade Fabric Color (structural drawings to be reviewed by COG)
- Fencing and gate shop drawings
- Irrigation components

It is assumed that each submittal/shop drawing will have no more than two (2) reviews for each submittal package. This equates to an initial review of the submittal/shop drawing and a second review after any requested corrections or updates have been made.

#### Weekly Construction Meetings

J2 will attend the weekly construction meetings as well as prepare the agenda, and follow up meeting minutes. It is assumed the meetings will be held virtually for a duration of one (1) hour. The assumed construction window is approx. 5 months (20 weeks). All field visits/ site inspections will be required on an as-needed basis and the contractor FCI will provide notice to the design team (J2/COG) approx. 48 hours ahead of review date to allow for enough notice to reach out to sub-consultants and ensure they are able to attend.

Subconsultant Observation Coordination: J2 will coordinate the site observations of our Civil Engineer and Electrical Engineering sub-consultants to review their specific areas of expertise. See attached scopes of work for their respective sub-consultant post design services.

#### Pre-Final and Final Walk Through

J2 will attend one (1) pre-final walkthrough with the City and the contractor and develop a punch list of items relative to the site construction including elements related to the grading and drainage, splash pad components, artificial turf, hardscape, and irrigation components of the project. J2 will compile into an overall list punch list items from the City and our Civil Engineering and Electrical Engineering sub-consultants. J2 will attend one (1) punch-list review meeting with the City and the contractor to determine a course of action for each of the items on the punch list. J2 will attend one (1) final walkthrough where the punch list previously developed will be reviewed and determined, what if anything, is left to complete before final acceptance of the projects.

#### As-Built Review

J2 will provide one (1) initial review of the as-built plans that are provided by the contractor. J2 will comment on both the as-builts and provide back to the contractor for revisions. J2 will then take the approved contractor as-built plan set and revise the AutoCAD drawings to match, the final as-builts will be completed per City of Glendale standards. J2 is not providing preparation of O&M manuals, those will be the responsibility of the contractor.

Final Deliverables include:

As-Built Set in Electronic Format (.PDF)

Two (2) Hardcopy sets of As-Builts printed on 24" x 36" Bond Paper

A USB flash drive containing all PDF and AutoCad files pertaining to the project.

Post Design General Understanding

Limited post design services shall be performed by J2 Engineering and Environmental Design, LLC.

Construction administration and observations will be provided by J2 under the limits described above with the intent of rendering a professional opinion regarding the quality of the completed construction strictly limited to the splash pad components, hardscape, irrigation aspects of the project. This task should not be construed to warrant the work of any contractor.

Each discipline will review and approve applicable shop drawings.

In accordance with generally accepted construction practice, contractor shall be solely responsible for all job site conditions and safety of persons or property.

Any observations of the work completed are subject to the following: The observations will be directly related to the quality of the work performed that such work is in accordance with the requirements of the construction documents. The issuance of a punch list shall not be a representation that J2 has:

- (1) Made exhaustive or continuous on-site observations to check the quality or quantity of the Work
- (2) Reviewed construction means, methods, techniques, sequences for the Contractor's own Work or procedures
- (3) Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the owner to substantiate the Contractor's right to payment or
- (4) Ascertained, how or for what purpose, the Contractor has used money previously paid on account of the Contract Sum.

J2 shall not have control over, or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction. J2 shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. J2 shall not have control over, or charge of, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by J2.

The Construction Administration and Observations portion of this Agreement is based upon the following assumptions, which are assumed to be reasonable:

Maximum contract time of 150 calendar days for construction (5 Months/20 Weeks).

If this general understanding is not correct, or if the City feels additional field time is needed beyond this Scope of Work; such services can be provided on an additional time and materials basis.

Sub Consultants

J2 has requested scope and fee submittals from the following sub-consultants

Wright Engineering Corp. (Wright) - To provide electrical engineering drawings for the proposed splash pad improvements and to provide lighting design for the area lights adjacent to the splash pad.

Consultant Registered Survey (CRS) - To provide a topographical survey of the proposed splash pad location.

Fire Protection Engineering Services - To provide a fire hydrant flow test to ensure adequate flows for the proposed splash pad and provide a summary report of the results.

POINT Engineers - To perform site civil grading and drainage plans, coordinate geometry plans, and utility plans.

RAMM Engineering (RAMM) - To perform geotechnical borings at the proposed project site, and to provide a summary of results and recommendation in the geotechnical report.

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

**SCHEDULE**

The project schedule is anticipated to take 150 days to complete starting with the formal Notice to Proceed.

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

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Work will be compensated on a time and material basis, including reimbursable expenses

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$150,000.00.

**DETAILED PROJECT COMPENSATION**

J2 Design Fee:	\$ 48,943.64
Wright Engineering Fee:	\$ 6,250.00
Consultant Registered Survey Fee:	\$ 5,060.00
Fire Protection Engineering Services Fee:	\$ 750.00
POINT Engineers	\$19,730.00
RAMM Engineering Fee:	\$ 4,500.00
Subtotal Design Fee	\$85,233.64
Design Allowances:	
Structural Allowance (Ftg. Calcs. If not using direct bury light poles)	\$ 1,200.00
Owner's Contingency	\$25,000.00
Subtotal Design Allowances	\$26,200.00
J2 Design Construction Administration Fee:	\$ 29,066.36
POINT Engineers Construction Administration Fee:	\$ 5,000.00
Wright Engineering Construction Administration Fee:	\$ 4,500.00
Subtotal Construction Administration Fee	\$ 38,566.36
Total Fee Design, Allowances, and Construction Administration	\$ 150,000.