

PROFESSIONAL SERVICES AGREEMENT
GLENDALDE MUNICIPAL AIRPORT EASTSIDE DEVELOPMENT PLANNING
PROJECT 202171

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Coffman Associates, Inc., a Missouri corporation, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 20 ____ ("Effective Date").

RECITALS

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

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

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

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

d. Subcontractors.

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

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

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

3.3 Compliance.

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

3.4 Coordination; Interaction.

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

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

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

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$230,734 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:

Matt Quick
 Coffman Associates, Inc.
 4835 East Cactus Road, 235
 Scottsdale, Arizona 85254

- 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 Carl Newman
 6801 North Glen Harbor Boulevard, Suite 201
 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 one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15.2 **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

Glendale Municipal Airport East Side Development Planning

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

SEE ATTACHED

EXHIBIT B

SCOPE OF SERVICES
for an
EASTSIDE DEVELOPMENT PLAN
for
GLENDALE MUNICIPAL AIRPORT
CITY OF GLENDALE, ARIZONA

Introduction

The City of Glendale (Sponsor) is requesting a study be conducted to examine development potential of approximately 120 acres of land at Glendale Municipal Airport (Airport). More particularly, this site is located east of Runway 1-19 and situated south of Glendale Avenue and west of the New River channel. Currently, all landside development at the Airport is located west of Runway 1-19. Land east of Runway 1-19 has been reserved for aviation- and non-aviation-related development in previous planning studies, including the most recent *Glendale Municipal Airport ALP Update/Narrative Report* (May 2018) and previous *Glendale Municipal Airport Master Plan* (May 2009). The purpose of this study is to identify a specific recommended development plan for the east side of the Airport and will consider alternatives that detail aircraft access from the airfield system. Various hangar development layouts, variable parcel sizes, existing and ultimate infrastructure needs, vehicle access, and a phased development approach to achieving ultimate build-out of the area will also be detailed. Specifically, evaluation of this site will consider taxiway/taxilane connections to the airfield system, airside and landside access, and utility needs. The plan will also consider potential non-aviation development on the east side of the Airport given physical land constraints and other factors to be further analyzed during the course of the study. The final report will include an estimated cost of construction and a recommended schedule (phasing) for the identified site improvements. An evaluation of federal (Federal Aviation Administration [FAA]) and state (Arizona Department of Transportation – Aeronautics Group [ADOT]) grant funding eligibility will also be conducted for the proposed development plan.

The following Scope of Services is being prepared prior to initiation of the study, to establish the goals and framework from which all parties to the study may participate. The objective of this study is to provide Airport and City officials with proper guidance for future development which will satisfy aviation demands and be compatible with the long-term development plans for the Airport. One of the primary goals of this study is to create a vision for the City of Glendale that is realistic and implementable in meeting future demand segments for the Airport. It is important to note that the Sponsor is in the process of preparing a Strategic Plan and Business Plan for the Airport to help guide future opportunities for growth and development. The Eastside

Development Plan will consider the objectives set forth by the Strategic Plan and Business Plan in its formulation.

EASTSIDE DEVELOPMENT PLAN STUDY

ELEMENT 1 – INVENTORY

Task 1.1 – Collection of Topographic Mapping and Aerial Photography

Description: In support of the Eastside Development Plan, it is desirable to have updated topographic data. The topographic data will be used to check land grade in the proposed plan. FAA Advisory Circular (AC) 150/5300-13A, Airport Design, specifies grading limits for safety areas, runway, taxiways, and other airport paved surfaces. The data to be developed will be one-foot contours. One-foot contours will allow for accurate grading requirements and compliance with applicable standards. The contours will be collected from a combination of land survey and stereo imagery focused on the extent of the eastside development area. The area is mostly void of development and structures and, as a result, no mapping will be developed.

In addition, aerial photography of the Airport and surrounding area that was collected in August 2015 as part of the *Glendale Municipal Airport ALP Update/Narrative Report* will be referenced. Previous topographic survey data of the study area on the east side of the Airport that was collected in 2006 as part of the *Glendale Municipal Airport Master Plan* will also be referenced to compliment the newer data being proposed for acquisition.

Martinez Geospatial will be responsible for obtaining new topographic survey data and stereo imagery of the east side of the airport for further input into the study process.

Responsibilities:

Consultant: Obtain new topographic survey data and stereo imagery and utilize existing data as part of previous planning studies.

Sponsor: Provide more current data, as available, especially related to topographic mapping.

Product: Digital color photography of the study area for use in developing base maps and exhibits. Topographic survey of the project area for use in evaluation of the study area.

Task 1.2 – Inventory Study Site (Physical Characteristics)

Description: Collect as-built plans of the existing utilities within and surrounding the project area. Collect existing geotechnical, pavement design, and drainage reports. Inventory the

existing physical characteristics of the study area and adjacent areas, including existing airfield facilities and infrastructure, navigational aids, waste disposal areas, perimeter roads, fencing, gates, drainage structures, washes, and structures.

Responsibilities:

Consultant: Conduct site inventory and information/data related to the study area.

Sponsor: Provide the Consultant with access to Airport property and the site area as well as records and files as necessary. Coordinate with the Consultant team as necessary.

Product: Facilities inventory for input to later tasks.

Task 1.3 – Inventory Local Plans and Regulations

Description: Collect plans for future developments including appropriate paving and drainage improvement plans and any development plans adjacent the study site. Collect information on utility expansion plans and capacity analyses. Collect all pertinent City of Glendale subdivision regulations, drainage regulations, fire sprinkler requirements, building codes, airport plan documents, environmental documents, airside capacity studies, development studies, airport minimum standards, standard lease agreements, etc. Collect information on existing and planned development areas at other nearby airports for comparison purposes. Obtain development requirements from those airports, if available.

Responsibilities:

Consultant: Collect existing and future plans associated with development of the Airport and adjacent area.

Sponsor: Assist the Consultant in the procurement of existing documents. Coordinate with the Consultant team as necessary.

Product: Compilation of previous planning and design efforts and existing documents for input into later tasks.

Task 1.4 – Infrastructure Analysis

Description: Identify and measure infrastructure needs associated with utilities and drainage that could accommodate development potential on the site. This will involve the collection of data from the City to better determine existing and planning infrastructure development on and adjacent to the study area to better determine future needs to support aviation development on the east side of the Airport. Utility expansion needs (water, sewer, storm drain, etc.) will be determined based on further analysis.

C&S Companies will evaluate existing utility infrastructure associated with the development area. This includes analyzing the existing utilities and their capacities to handle future development and identifying any utility improvements needed for development and propose locations and sizes of new utility lines.

Responsibilities:

Consultant: Prepare an analysis of infrastructure needs to support development of the study area.

Sponsor: Coordinate with the Consultant team as necessary. Review and comment on the infrastructure analysis.

Product: Infrastructure analysis of the study area for input into later tasks.

ELEMENT 2 – MARKET ANALYSIS AND FACILITY PLANNING CRITERIA

Task 2.1 – Evaluation of National, Regional, and Local Demand (Aviation and Non-Aviation)

Description: Conduct an evaluation of the national, regional, and local demand for the use of aircraft, particularly larger business jets that are more demanding from a site preparation standpoint. Information from, but not limited to, the FAA national forecasts, ADOT State Airport System Plan documents, Maricopa Association of Governments Regional Aviation System Plan documents, and information from the Nation Business Aviation Association will be utilized. The purpose of this task will be to establish a general overview of the potential demand for larger hangar development at the Airport with a focus on corporate/business aviation activity. Information from previous planning studies for the Airport will also be utilized for input into this task.

While the focus of the Eastside Development Plan is to analyze aviation-related potential, an evaluation of potential non-aviation activity will be undertaken at a high-level to best maximize the use of the east side of the Airport. Consideration will be given to existing land uses adjacent to the Airport and initiatives that the City of Glendale has in place that could be compatible with proposed non-aviation development on Airport property. It is important that the Consultant team coordinate with the City’s Economic Development Team for support related to non-aviation development potential as well as consulting with the Airport Strategic Plan and Business Plan.

C&S Companies will be involved with a high-level market analysis of non-aeronautical activity potential associated with the development area.

Responsibilities:

Consultant: Conduct an evaluation of the national, regional, and local demand for aircraft and aviation-related activity. A high-level evaluation of non-aviation potential will also be prepared as part of this task.

Sponsor: Coordinate with the Consultant as necessary. Review and comment on the evaluation.

Product: An overview of the current and forecast demand for the use of aircraft activity on a national, state, and local basis, and a high-level evaluation of non-aviation activity that could support the development area.

Task 2.2 – Evaluate and Establish the Design Aircraft

Description: Based on information derived in Task 2.1, establish the design aircraft to be used as the basis for facility planning criteria on the east side of the Airport. More specifically, this evaluation will examine Airport Reference Code/Runway Design Code criteria as outlined in FAA Advisory Circular 150/5300-13A including aircraft wingspan and aircraft approach speeds. In addition, in order to maximize the use of the east side of the Airport, individual aircraft characteristics will also be examined and considered when establishing facility planning criteria in Task 2.3. Information from previous planning studies for the Airport will also be utilized for input into this task.

Responsibilities:

Consultant: Evaluate and establish the design aircraft for various aspects of planning the east side of the Airport.

Sponsor: Review and comment.

Product: A design aircraft for establishing facility planning criteria.

Task 2.3 – Establish Facility Planning Criteria

Description: Using current FAA standards, develop a set of facility planning criteria and requirements addressing the facilities necessary to support the various hangar layouts. Requirements for facilities and criteria such as taxiway/taxilane width, taxiway/taxilane object free areas, building setback requirements, minimum parcel sizes, infrastructure needs, security requirements, etc., will be developed under this task. Information from previous planning studies for the Airport will also be utilized for input into this task.

Responsibilities:

Consultant: Establish facility planning criteria and requirements.

Sponsor: Review and comment.

Product: Facility planning criteria and requirements for use in developing alternatives.

Task 2.4 – Prepare Phase I Report

Description: Upon completion of the work tasks in Elements 1 and 2, a preliminary report will be prepared to outline the analysis, methodologies, and findings of the study efforts. An electronic PDF copy of the report will be submitted for review by Airport/City officials.

Responsibilities:

Consultant: Develop complete narrative and graphics for the Phase I Report.

Sponsor: Review and comment.

Product: An electronic PDF copy of the Phase I Report which will include the Inventory, Market Analysis, and Facility Planning Criteria.

ELEMENT 3 – DEVELOPMENT ALTERNATIVES

Task 3.1 – Develop Eastside Development Plan Layout Alternatives

Description: Based on the facility criteria and requirements determined under the previous element, formulate up to four (4) eastside development plan layout alternatives for further evaluation. These alternatives will be based on concepts for development which will maximize the use of the available property, while still providing an efficient and functional layout. Other considerations will be factored into the alternatives that include taxiways/taxilanes, aprons, roads, aviation-use reserve parcels, and the potential for non-aviation development in areas that are not conducive for aircraft activity.

Responsibilities:

Consultant: Prepare up to four (4) development alternatives.

Sponsor: Review and comment.

Product: A series of up to four (4) development alternatives which fulfill the facility requirements to meet forecast demand levels.

Task 3.2 – Evaluate Eastside Development Plan Layout Alternatives

Description: The alternatives developed in Task 3.1 will be evaluated as to their individual advantages and disadvantages. In addition, order of magnitude costs will be developed for each alternative for purposes of comparison.

C&S Companies will also evaluate the alternatives based on topography and utility infrastructure needs.

Responsibilities:

Consultant: Evaluate the advantages and disadvantages of each alternative.

Sponsor: Review and comment.

Product: A comparative evaluation of each alternative's advantages and disadvantages and order of magnitude costs.

Task 3.3 – Prepare Phase II Report

Description: Upon completion of the work tasks in Element 3, a preliminary report will be prepared to outline the analysis, methodologies, and findings of the study efforts. An electronic PDF copy of the report will be submitted for review by Airport/City officials.

Responsibilities:

Consultant: Develop complete narrative and graphics for the Phase II Report.

Sponsor: Review and comment.

Product: An electronic PDF of the Phase II Report which will include the Development Alternatives.

ELEMENT 4 – CAPITAL IMPROVEMENT PROGRAM/DEVELOPMENT SCHEDULES

Task 4.1 – Develop Final Eastside Development Concept Layout

Description: Utilizing the information developed in Element 3 and input from Airport/City officials, prepare the supporting rationale that eliminates those alternatives with the least potential and establishes a single recommended program for development of the east side of the Airport. The recommendation for the most prudent and feasible concept will become the basis for the final refinement of concepts, costs, and scheduling. This recommended concept is considered preliminary in nature at this point, in order to allow further input from Sponsor.

Responsibilities:

Consultant: Develop a refined development layout concept for preliminary review by Airport/City officials.

Sponsor: Review and comment.

Product: A preliminary eastside development concept layout for future aviation development.

Task 4.2 – Prepare Development Schedules/Phasing

Description: Based upon the previous evaluations and coordination meetings, prepare development/phasing schedules to reflect economic feasibility and operational requirements of the recommended layout concepts.

Responsibilities:

Consultant: Prepare a development/phasing schedule for the eastside development concept layout.

Sponsor: Review and comment.

Product: Development/phasing schedule for the improvements proposed as a part of the eastside development concept.

Task 4.3 – Prepare Refined Development Costs

Description: Based upon the previous evaluations and coordination meetings, refine the eastside development concept cost estimates to reflect the revised requirements and schedule of development associated with the recommended concepts for the Airport.

C&S Companies will be involved in the evaluation of project phasing and preparation of cost estimates for the development area.

Responsibilities:

Consultant: Refine all development costs.

Sponsor: Review and comment.

Product: Cost estimates for the improvements proposed as a part of the selected eastside development concept layout.

Task 4.4 – Prepare Capital Improvement Program and Financial Plan

Description: Prepare a recommended capital improvement program for the project which includes estimates of the amount of funds available from federal and state grant-in-aid programs to determine the net amount of capital funds required by the Sponsor to accomplish each proposed stage of improvements.

Responsibilities:

Consultant: Develop a detailed capital improvement/financial program for the project.

Sponsor: Provide review and input.

Product: Capital Improvement/Financial Program for the selected development concept layout.

Task 4.5 – Prepare Phase III Report (Draft Final)

Description: Upon completion of the tasks in Element 4, a Draft Final Report (Phase III Report) will be prepared with copies submitted to Airport/City officials for final review and comments. The draft will include all previously submitted text, plus the results of analysis related to the recommended development concept plan, financial analysis, and capital improvement program. An electronic PDF copy of the report will be submitted for review by Airport/City officials.

Responsibilities:

Consultant: Develop complete narrative and graphics for the Phase III (Draft Final) Report.

Sponsor: Review and comment.

Product: An electronic PDF of the Phase III Report which will include all information outlined in previous tasks.

ELEMENT 5 – FINAL REPORTS, COORDINATION/APPROVAL MEETINGS, AND AIRPORT LAYOUT PLAN (ALP) UPDATE

Task 5.1 – Prepare Final Report

Description: Following the final review period for the Draft Final Report (Phase III Report), a Final Report document will be prepared. This document will incorporate appropriate comments and corrections received during the review period. Five (5) hard copies of the Final Report will be provided in addition to an electronic PDF copy.

Responsibilities:

Consultant: Prepare and print five (5) hard copies of the Final Report as well as an electronic PDF copy.

Sponsor: Coordinate distribution of the Final Report to appropriate Airport/City officials.

Product: Five (5) hard copies of the Final Report and an electronic PDF copy.

Task 5.2 – Prepare Eastside Development Plan Summary Brochure and Video Presentation

Description: Prepare a summary brochure that provides a brief overview of the Eastside Development Plan report. The brochure will be prepared in color with graphics intended to summarize the study process and its findings and recommendations. It will be designed to be printed on two-sided 11 x 17 brochure stock with either a bi-fold or tri-fold. Provide a mock-up brochure for client review, and incorporate comments before final printing. Up to 250 copies of the summary report will be submitted to the Sponsor for their distribution and an electronic PDF version will be provided to Airport staff.

In addition, a 3-D video presentation will be prepared that can be used as a marketing tool for Airport/City staff to communicate the proposed vision for eastside development. Focus will be given to the layout of airfield access taxiways/taxilanes, hangar development, access roadways, and other support facilities and infrastructure. The video will be prepared in a format that is compatible with Airport/City technology.

Responsibilities:

Consultant: Prepare up to 250 printed copies of the summary brochure and a 3-D video presentation of the proposed eastside development plan.

Sponsor: Review and comment prior to distribution.

Product: Eastside Development Plan Summary Brochure (up to 250 printed copies and an electronic PDF) and 3-D video presentation.

Task 5.3 – Staff Coordination Meetings (3)

Description: Meet with and give presentations to Airport/City staff or other local groups as directed by the Sponsor. Meetings are expected to involve status reports on the studies, presentation of Phase Reports, and presentations of final recommendations. Up to three (3) coordination meetings have been budgeted. These meetings can be attended in-person by a Coffman Associates representative from the Phoenix office and virtual by another Coffman Associates representative from the Kansas City office as needed. Additional coordination meetings will be billed on a time and expenses basis.

C&S Companies can take part in up to two (2) coordination meetings (virtually) with airport staff and the Consultant team to discuss potential non-aeronautical development potential.

Note: *If in-person coordination meetings are not possible due to the ongoing COVID-19 pandemic, these meetings can be organized virtually. The Consultant will assist the Sponsor with setting up web-based meeting(s) to allow for optimal engagement.*

Responsibilities:

Consultant: Attend meetings and/or provide presentations and necessary graphics at the meetings.

Sponsor: Provide meeting locations and coordinate with Consultant team as necessary.

Product: Staff coordination meetings.

Task 5.4 – Public Information Workshop (1)

Description: The material prepared for the eastside development plan will be presented to the general public at an open-house public workshop. The workshop will be held after coordination with Airport/City staff regarding the overall development direction of the study. Advertising for the workshop will be accomplished by Airport/City staff. One (1) workshop has been budgeted during the course of the study.

Note: *If an in-person public workshop is not possible due to the ongoing COVID-19 pandemic, the workshop can be organized virtually. The Consultant will assist the Sponsor with setting up a web-based meeting to engage with the general public.*

Responsibilities:

Consultant: Provide background, technical presentations, and necessary graphics for the workshop as well as a mock-up for local advertising.

Sponsor: Advertise and arrange for workshop location. Coordinate jointly with Consultant.

Product: One (1) public information workshop.

Task 5.5 – Final Presentation Meeting (1)

Description: Meet with and give a presentation to the City officials for purposes of approvals. The meeting is expected to involve a presentation of final recommendations. One (1) final

presentation meeting has been budgeted. Additional final presentation meetings will be billed on a time and expenses basis.

Responsibilities:

Consultant: Attend final presentation meeting and provide presentation and necessary graphics at the meeting.

Sponsor: Provide meeting location and coordinate with Consultant team as necessary.

Product: One (1) final presentation meeting.

Task 5.6 – Airport Layout Plan (ALP) Update

Description: Once the recommended eastside development plan concept has been finalized and approved, the Airport’s ALP will be updated to reflect the proposed development east of Runway 1-19. The ALP will be coordinated with the FAA and ADOT for review and approval.

Responsibilities:

Consultant: Make appropriate updates to the ALP drawing set per the recommended eastside development plan concept and coordinate with Airport/City officials as well as the FAA and ADOT.

Sponsor: Review the ALP drawing set and coordinate with the Consultant, FAA, and ADOT.

Product: An updated/approved ALP drawing set. Up to five (5) hard copies and an electronic PDF copy of the approved ALP will be coordinated with the Sponsor, FAA, and ADOT.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Estimated completion is approximately 12 months.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Hourly rates plus 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 \$230,734.

DETAILED PROJECT COMPENSATION

See attached.

EXHIBIT D
COST SUMMARY
EASTSIDE DEVELOPMENT PLAN
GLENDALE MUNICIPAL AIRPORT
PREPARED BY: COFFMAN ASSOCIATES
NOVEMBER 23, 2021

		Coffman Associates (Hourly Rates)						
		Principal	Senior Professional	Professional	Technical/Support	Total Labor	Expenses	Total
		\$ 290	\$ 256	\$ 164	\$ 112			
Element 1 – Inventory								
Task 1.1	Collection of Topographic Mapping and Aerial Photography ⁽¹⁾	0	0	0	4	\$448	\$0	\$448
Task 1.2	Inventory Study Site (Physical Characteristics)	2	8	0	0	\$2,628	\$500	\$3,128
Task 1.3	Inventory Local Plans and Regulations	0	0	8	0	\$1,312	\$0	\$1,312
Task 1.4	Infrastructure Analysis ⁽²⁾	0	2	0	4	\$960	\$0	\$960
Element 1 Subtotal		2	10	8	8	\$5,348	\$500	\$5,848
Element 2 – Market Analysis and Facility Planning Criteria								
Task 2.1	Evaluation of National, Regional, and Local Demand (Aviation and Non-Aviation) ⁽³⁾	2	16	40	4	\$11,684	\$0	\$11,684
Task 2.2	Evaluate and Establish the Design Aircraft	2	4	12	4	\$4,020	\$0	\$4,020
Task 2.3	Establish Facility Planning Criteria	0	4	20	0	\$4,304	\$0	\$4,304
Task 2.4	Prepare Phase I Report - Electronic PDF	4	8	16	16	\$7,624	\$0	\$7,624
Element 2 Subtotal		8	32	88	24	\$27,632	\$0	\$27,632
Element 3 – Development Alternatives								
Task 3.1	Develop Eastside Development Plan Layout Alternatives	0	16	24	24	\$10,720	\$0	\$10,720
Task 3.2	Evaluate Eastside Development Plan Layout Alternatives ⁽⁴⁾	2	8	16	8	\$6,148	\$0	\$6,148
Task 3.3	Prepare Phase II Report - Electronic PDF	4	8	16	16	\$7,624	\$0	\$7,624
Element 3 Subtotal		6	32	56	48	\$24,492	\$0	\$24,492
Element 4 – Capital Improvement Program/Development Schedules								
Task 4.1	Develop Final Eastside Development Concept Layout	4	8	28	24	\$10,488	\$0	\$10,488
Task 4.2	Prepare Development Schedules/Phasing	2	8	16	8	\$6,148	\$0	\$6,148
Task 4.3	Prepare Refined Development Costs ⁽⁵⁾	0	4	4	0	\$1,680	\$0	\$1,680
Task 4.4	Prepare Capital Improvement Program and Financial Plan	2	8	8	8	\$4,836	\$0	\$4,836
Task 4.5	Prepare Phase III Report (Draft Final) - Electronic PDF	4	8	32	24	\$11,144	\$0	\$11,144
Element 4 Subtotal		12	36	88	64	\$34,296	\$0	\$34,296
Element 5 - Final Reports, Coordination/Approval Meetings, and Airport Layout Plan (ALP) Update								
Task 5.1	Prepare Final Report - 5 Hard Copies and PDF	2	8	16	16	\$7,044	\$500	\$7,544
Task 5.2	Prepare Eastside Development Plan Summary Brochure (250) and Video Presentation	0	8	12	32	\$7,600	\$1,000	\$8,600
Task 5.3	Staff Coordination Meetings (3) ⁽⁶⁾	8	12	0	4	\$5,840	\$1,500	\$7,340
Task 5.4	Public Information Workshop (1)	2	8	0	4	\$3,076	\$1,000	\$4,076
Task 5.5	Final Presentation Meeting (1)	2	4	0	2	\$1,828	\$0	\$1,828
Task 5.6	Airport Layout Plan (ALP) Update - 5 Hard Copies and PDF	4	12	24	80	\$17,128	\$500	\$17,628
Element 5 Subtotal		18	52	52	138	\$42,516	\$4,500	\$47,016
Project Summary Total								
Coffman Associates, Inc.								
Element 1 – Inventory		2	10	8	8	\$5,348	\$500	\$5,848
Element 2 – Market Analysis and Facility Planning Criteria		8	32	88	24	\$27,632	\$0	\$27,632
Element 3 – Development Alternatives		6	32	56	48	\$24,492	\$0	\$24,492
Element 4 – Capital Improvement Program/Development Schedules		12	36	88	64	\$34,296	\$0	\$34,296
Element 5 - Final Reports, Coordination/Approval Meetings, and Airport Layout Plan (ALP) Update		18	52	52	138	\$42,516	\$4,500	\$47,016
Coffman Associates, Inc. Total		46	162	292	282	\$134,284	\$5,000	\$139,284
Subconsultant(s)								
Subconsultant 1 – Martinez Geospatial								\$19,336
Subconsultant 2 – C&S Companies								\$72,114
Subconsultant Total								\$91,450
Project Total								\$230,734

⁽¹⁾ Martinez Geospatial will perform mapping and photogrammetry services.

⁽²⁾ C&S Companies will evaluate existing utility infrastructure associated with the development area.

⁽³⁾ C&S Companies will also provide a high-level market analysis of non-aeronautical activity potential associated with the development area.

⁽⁴⁾ C&S Companies will also evaluate the alternatives based on topography and utility infrastructure needs.

⁽⁵⁾ C&S Companies will be involved in the evaluation of project phasing and preparation of cost estimates for the development area.

⁽⁶⁾ C&S Companies will take part in up to two (2) coordination meetings (virtually) with airport staff and the Consultant team to discuss potential non-aeronautical development potential.