

PROFESSIONAL SERVICES AGREEMENT
PROJECT 212215
DESIGN FOR HAWK AT 53RD AND CAMELBACK ROAD

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Jacobs Engineering Group, Inc., a Delaware 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 \$63,770.00 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:

Troy Sieglitz, Authorized Signer
 Jacobs Engineering Group, Inc.
 1501 West Fountainhead Parkway, Suite 401
 Tempe, Arizona 85282

- 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 Dan Gerhard
 5850 West Glendale Avenue, Suite 315
 Glendale, Arizona 85301

With required copy to:

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

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

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

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

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

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

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), 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 Project
Exhibit B Scope of Work
Exhibit C Schedule
Exhibit D Compensation

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Jacobs Engineering Group, Inc.,
a Delaware corporation



By: Troy Sieglitz
Its: Authorized Signer

EXHIBIT A
Professional Services Agreement

PROJECT

212215 - DESIGN OF HAWK AT 53RD AVE AND CAMELBACK

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Final Design of HAWK at 53rd Ave and Camelback - Attached



City of Glendale Contract No.: XXXXX

53rd Avenue and Camelback Road Improvements

Scope of Work –Traffic Signals, Signing, and Pavement Marking

Jacobs Engineering Group Inc.

May 11, 2022

I. SCOPE OF WORK

Project Description

This project is to add a HAWK pedestrian hybrid beacon at the intersection of 53rd Avenue and Camelback Road in the City of Glendale, Arizona. The project includes the design of the traffic signal, signing, pavement marking, and ADA pedestrian ramp design to facilitate pedestrians to cross Camelback Road near 53rd Avenue.

Scope of Work

On this project, Jacobs will provide the following roadway and traffic engineering design services, to the City:

- Pedestrian Hybrid Beacon (HAWK) design
- Signage and Pavement Marking Design
- Pedestrian Ramp Design
- Traffic Control

Our design services include the following tasks:

Task 1: Project Administration, Meetings and Coordination

This includes coordination with the Project Team, a kick-off meeting, and project team meetings.

The following meetings are included:

- (1) Project kickoff meeting
- (10) Progress meetings with project team

Jacobs will prepare the meeting agenda and meeting notes and will distribute to the City and project team.

Task 2: Traffic Signal and ADA Ramp Design

Under this task, Jacobs will prepare the 60% and 100% design packages including traffic signal plans, special provisions and cost estimate (PS&E) per the City of Glendale Traffic Signal and ITS standards, City of Glendale Engineering Design and Construction Standards, specifications, City of Glendale Traffic Signal Design Guidelines, CADD standards for the



following design elements:

- Pedestrian Hybrid Beacon (HAWK) design
- Two single-curb ramps
- SRP Power Service and Coordination

Jacobs will submit AZ 811 tickets to consider existing utilities in the project area in the design process and ensure that the proposed improvements do not conflict with the received utility information.

Task 3: Signing and Pavement Marking Design

Under this task Jacobs will prepare the 60% and 100% design packages including signing and pavement marking plans, special provisions and cost estimate (PS&E) per the City of Glendale Signs and Pavement Markings standards, specifications, City of Glendale City of Glendale Engineering Design and Construction Standards and CADD standards for the following traffic engineering design elements:

- Signing
- Pavement Marking

Task 4: Traffic Control

Under this task, Jacobs will prepare the 60% and 100% design packages including traffic control plans, special provisions and cost estimate (PS&E) per the City of Glendale standard drawings, specifications, City of Glendale City of Glendale Engineering Design and Construction Standards, Traffic Barricade Manual (City of Phoenix), CADD standards for the following design elements:

- Traffic control plans

Task 5: Data Collection

Our sub-consultant, Terrascope, will perform a detailed topographical survey of the project intersection. A copy of their scope of work is included in Appendix A.

Deliverables

Jacobs will submit the plans (11x17), special provisions and estimate (PS&E) electronically to the City for their review and commenting. After the City's review of each of the PS&E package, Jacobs will develop an initial response to City's comments. Following the comment resolution, a final resolution of comments will be developed and incorporated into the next design stage, as appropriate. Jacobs assumes that City will provide the as-builts at the project intersection.

II. EXCLUSIONS

The following items are excluded from our scope of work:

Traffic study and traffic analysis for this project are excluded and will not be done. Photometric analysis, drainage analysis/calculations, right-of-way coordination, and environmental analysis



are excluded from this project. No Utility relocation is anticipated in this project. Post Design Services will be included in the project as an allowance upon the City's request (our fee schedule is good through December 31st, 2022, and a 4% escalation will apply annually on January 1 of each year).

III. ENGINEER'S ESTIMATE

Jacobs developed a preliminary estimate of construction cost for the proposed improvements. Our opinion of the construction cost is approximately \$215,000 (with a 15% contingency).

IV. SCHEDULE

The design schedule for the project is anticipated to be for 5 months, with the project's submittal dates as shown below:

- Project NTP: June 1, 2022
- 60% Submittal: September 14, 2022
- 100% Submittal: October 26, 2022

This tentative schedule assumes that the City provides all consolidated comments on each submittal package within ten working days of receiving the Jacobs submittal. A detailed schedule will be prepared upon receiving the NTP and submitted to the City for review and approval.

V. FEE

See the attached Cost Proposal and Fee Breakdown for the proposed scope of work.

Appendix A
Survey Proposal (Terrascope)

May 10, 2022

Vinay Vanapalli

Jacobs

1501 W. Fountainhead Parkway, Ste. 401
Tempe, AZ 85282

RE: **Topographic Survey**
Glendale Intersections
59th Ave. / Northern Ave. and 53rd Ave. / Camelback Rd.
City of Glendale, AZ
TSC File No. 1427

Mr. Vanapalli,

In accordance with your request, I have prepared this proposal which outlines your requested survey services. The below tasks and associated fees are required to provide you with a topographic Survey for the 2 intersections referenced above.

The specific items to be included are as outlined below and as reflected on the attached Table 'A' document.

SCOPE OF SERVICES

Survey:

Topographic Field Survey

Terrascope will establish horizontal and vertical survey control for the project site. We will then collect horizontal and vertical topographic survey data, to include all hardscape improvements, and above ground utilities contained within the right of ways and within 150' feet of the above referenced intersection to include curbs, medians, lane lines, sidewalk ramps, existing signal poles, elevations of sidewalk ramps, curbs and medians within the project limits.

Existing Conditions Map

Terrascope will compile and process all collected survey data and provide an AutoCAD .dwg file to include all survey data and an existing ground surface for the project area. Deliverable will include:

- AutoCAD .dwg file
- Survey point file in .csv format
- Survey code list

**Survey Services Proposal
Topographic Survey
TSC File No. 1427**

Underground Utility Research / Mapping

Terrascope will research the utilities within project area, contact utility providers and the City of Glendale, and map the available information within the existing condition map.

Note – response time from utility providers can take up to six weeks from the date of information request.

FEE SCHEDULE

Survey:

1.01	59 th Ave. & Northern.....	\$4,500.00
1.02	53 rd Ave. & Camelback.....	\$4,500.00

ASSUMPTIONS/EXCLUSIONS

- a. Any work that is not specifically outlined within this proposal is not included.
- b. Additional services that are not outlined herein can be provided on a T&M basis in accordance with **Appendix 'A'**.

If a signed agreement, based upon this proposal is not consummated within thirty (30) days of this date, we reserve the right to revise the terms and conditions contained herein. **Please acknowledge your acceptance of our proposal by signing and/or initializing Appendix 'A' & 'B' where indicated, and return the executed copy to our office.**

Thank you for considering Terrascope Consulting to meet your technical consulting needs. Should you have any questions regarding the enclosed, please feel free to contact the undersigned at your convenience.

Sincerely,

Terrascope Consulting, LLC



Mitchell Ragsdale, R.P.L.S.
Principal - Survey Manager



Appendix A

Rate Schedule

Principal	\$ 225.00
Senior Project Planner	\$ 185.00
Project Planner	\$ 160.00
Senior Project Manager.....	\$ 190.00
Project Manager.....	\$ 175.00
CAD Manager	\$ 135.00
Engineer IV	\$ 155.00
Engineer III	\$ 140.00
Engineer II	\$ 125.00
Engineer I.....	\$ 110.00
Technician III	\$ 110.00
Technician II.....	\$ 90.00
Technician I.....	\$ 70.00
Survey Crew	\$ 150.00
Survey Project Manager.....	\$ 140.00
Registered Land Surveyor	\$ 165.00
Project Coordinator.....	\$ 85.00
Administrative Assistant	\$ 75.00
Legal Description & Exhibit (20 course max.)	\$ 800.00/Each
Review & Execution of Lender Assignments	\$ 700.00/Each
Consultants as Subs	Cost plus 20%
Disbursements.....	Cost plus 15%
Credit Card Processing Fee.....	3.5% of Invoice Amount
Mileage	\$0.585/mile
Color Map Printing by TSC	\$ 2.00/Ft ²
Black & White Map Printing by TSC.....	\$ 0.50/Ft ²

Initials

Initials

TERMS AND CONDITIONS

1. Terrascope Consulting, LLC (TSC) Responsibilities

1.1 TSC shall provide the professional services outlined in the Scope of Services of the signed proposal or any other services ordered by the client whether or not in writing and any professional services performed reasonably related to any proposal that is executed between the client and TSC.

1.2 TSC represents that the services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by professional engineers, surveyors, or landscape architects, as the case may be, under similar circumstances. Terrascope will correct errors or omissions in their work at no additional fee.

2. Client Responsibilities

2.1 The Client will be responsible to provide accurate information to TSC as to Client's requirements for the project. Client will assist TSC by providing all available information pertinent to the site of the project, including previous reports and any other data relative to design and construction of the project.

2.2 TSC will not be responsible or liable for reliance upon inaccurate and/or incomplete information provided to TSC by Client. Client shall guarantee access to and make all provisions for TSC employees or agents to enter onto public and private lands as may be required from time to time to perform the engineering services outlined.

2.3 If during any phase of the project (including construction), Client discovers or is made aware of changed site or other conditions which necessitate additional engineering investigation, design modification or other amendments to plans, specifications, estimates or other work product prepared by TSC, Client agrees to notify TSC and make them aware of the changed conditions.

3. Documents & Digital Data

3.1 All documents prepared by TSC or on behalf of TSC in connection with the project are instruments of service for the execution of the project. TSC retains the property and copyright in these documents, whether the project is executed or not. Payment to TSC of the compensation prescribed in this agreement shall be a condition precedent to the client's right to use documentation prepared by TSC. These documents may not be used for any other purpose without the prior written agreement of TSC. The client shall have a permanent non-exclusive, royalty-free license to use any concept product or process which is patentable or capable of trademark, produced by or resulting from the services rendered by TSC in connection with the project, for the life of the project. In the event TSC's documents are subsequently reused or modified in any material respect without the prior consent of TSC, the client agrees to indemnify TSC from any claims advanced on account of said reuse or modification. Client agrees that TSC has no duty to retain any copies of Work Product after such Work Product has been delivered to and accepted by Client.

3.2 TSC shall have the right to stop work and withhold the filing of any and all documents with any board, government agency, municipal agency, or any other board until such times as past due fees have been paid for prior services rendered and, in addition, such filing fees have been received, as are required to be paid to such agency.

3.3 In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TSC, Client covenants and agrees that all such electronic files are instruments of service of TSC, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement, without first receiving written consent from Terrascope Consulting; such consent shall not be unreasonably withheld. Client agrees not to transfer these electronic files to others without the prior written consent of TSC. Client further agrees to waive all claims against TSC resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than TSC.

3.4 Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction

documents. In the event of a conflict between the signed construction documents prepared by TSC and electronic files, the signed and stamped or sealed hard copy construction documents shall govern. In addition, client agrees, to the fullest extent permitted by law, to indemnify and hold harmless TSC, its officers, directors, employees, agents and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees, court costs and defense costs, arising from the use of the electronic files.

3.5 Client shall pay for all copies of Work Product (including any plans, plats, surveys, reports, and exhibits) provided to Client, governmental agencies, utility companies, or others at Client's direction. Client shall pay for such copies at TSC's then prevailing rates for copies produced in-house, and at cost plus for copies produced by others.

4. Payment

4.1 Invoices will be billed monthly for services rendered during the prior month(s). Unless otherwise agreed upon in writing, invoices are due upon receipt. Amounts outstanding in excess of 30 days will accrue interest of one and one-third percent (1.33%) per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid 30 days following the due date. Project retainers will be held and applied to the final invoice(s) associated with the contracted services. Should early termination of the project occur, any remaining retainer value, after all completed services have been paid, will be returned to the client within 30 days of written notice to cease work.

Projects with current payment status receive the first commitment of Terrascope Consulting's (TSC's) resources. Any account in arrears for more than 45 days shall prompt all work to be suspended without further notice to the client. All costs incurred in collecting delinquent amounts, including attorney fees and court costs, shall be paid by the Client.

4.2 No payment by client or receipt by TSC of a lesser amount than the full or correct invoice amount due shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to effect or evidence as accord and satisfaction, and TSC may accept such check or payment without prejudice to TSC's right to recover the balance or pursue any other rights or remedies hereunder, at law or in equity.

4.3 Any and all services noted as T&M or those deemed to be "additional" services beyond those agreed to herein, shall be billed in accordance with the current hourly rate schedule in minimum 0.5 hour increments, unless other arrangements are agreed to in writing, between TSC and Client.

This agreement, unless previously terminated by written notice, shall be terminated by completion of the work and payment for the services rendered. Rate changes shall not affect previously authorized lump sum contract work. This agreement can also be terminated by either party without specific cause, upon 30-day written notice and payment in full for any contract work completed prior to the termination date.

5. Project Site Conditions

5.1 Invoices Client agrees that the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for project site conditions during the course of construction, including safety of all persons, at all times. The presence of TSC staff or sub-consultants on the construction site shall not relieve the contractor and its subcontractors of their obligations, duties and responsibilities for all facets of site construction and safety.

6. Estimates by TSC

6.1 TSC may provide certain estimates, including estimates of completion dates, costs, quantities of materials, and areas, to Client pursuant to this Agreement. All estimates are provided solely for the convenience of Client and are provided "as is" without representations or warranties of any kind. Client agrees not to rely on any estimate and releases TSC from any liability arising from Client's use thereof.

Appendix B

7. Limitation of Liability

7.1 For any damage caused by professional negligence including unintentional breach of contract by TSC, liability and that of its employees, agents, and subcontractors is limited to TSC's total compensation paid under this contract. In no event shall TSC be liable for consequential damages, including by Client, Client's subsidiaries, successors or assigns, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

8. Project Schedule

8.1 At the time of execution of this or any supplemental agreements, the parties will mutually agree upon a schedule for the furnishing of TSC's services in connection with the contracted scope of the project. The agreed schedule is subject to reasonable adjustment for any delays in providing information or approvals needed from Client, the General Contractor or any third party who must review and approve the documents prepared by TSC, or any public official having the right to review and approve the documents for construction.

8.2 Any delay in the performance of any obligation of TSC under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, shortages of unavailability of labor, materials, power or transportation through normal commercial channels, the failure of Client or Client's agents to furnish information or to approve or disapprove TSC's work promptly, late, slow or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is required for the performance of the TSC's work, or any other cause beyond TSC's reasonable control, shall not be a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TSC as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

9. Standard Contractual Provisions

9.1 **Applicable Law.** This Agreement shall be construed and interpreted in accordance with the substantive laws of the State where this contract was signed.

9.2 **Binding Nature of Agreement; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

9.3 **Construction.** This Agreement shall be construed as if drafted mutually by the parties through their respective counsel and therefore shall not be construed against either party.

9.4 **Effective Date.** This Agreement has been executed by the parties intending that it be effective on the effective date set forth on the caption page. The parties recognize that they effectuated a meeting of the minds among themselves on that effective date and intended that this Agreement take effect on that date even though it may have been necessary to actually sign the document at a later time.

9.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which may be executed by one of the parties hereto, with the same force and effect as though all the parties executing such counterparts had executed the same instrument. All counterparts shall be construed together and shall constitute one agreement.

9.6 **Effective Place of Execution.** The parties intend that the place of execution be that county and state that is set forth in the caption of this Agreement. The effective place of execution is the place that the parties intend this Agreement to have been executed incorporating all laws, for purposes of conflicts of laws, which apply to that effective place of execution. The parties recognize that, this Agreement may be executed by one or all of the parties at some other geographic location and possibly at multiple places. In spite of this, however, they intend that it be deemed executed at the effective place of execution.

9.7 ***Entire Agreement.** The terms of this Agreement constitute the entire agreement between the parties. The parties represent that there are no collateral agreements or side agreements not otherwise provided for within the terms of this Agreement.

9.8 **Execution of This Document.** All parties named in the caption as parties shall sign below and at least one of the parties shall initial all pages of all original copies of this Agreement. Furthermore, all documents such as schedules, exhibits, and like documents which are expressly incorporated herein shall be initialed by the parties and either exchanged or attached to the originals which are given to any party named on the caption page of this Agreement. It is the intent of the parties that all pages be initialed on all originals that are exchanged in order that no substituted pages or misunderstanding shall ever become possible to create problems in satisfying the intended objectives of this Agreement.

9.9 **Execution of Related Documents.** The parties agree to execute and deliver to the other, in recordable form if necessary, such further documents, instruments or agreements, and shall take such further action, that may be necessary or appropriate to effectuate the purposes of this Agreement.

9.10 **Fair Notice of Default.** The parties are desirous of giving one another fair notice of any default before sanctions are imposed. In the event of an act of default with respect to any provision of this Agreement, no party may institute legal action with respect to such default without first complying with the following conditions:

9.10.1 Notice of such event of default must be in writing and faxed, E-mailed or mailed to the other party by U.S. Certified Mail, return receipt requested.

9.10.2 Such written notice shall set forth the nature of the alleged default in the performance of the terms of this Agreement and shall designate the specific paragraph(s) hereof which relate to the alleged act of default.

9.10.3 Such notice also shall contain a description of the action to be taken or performed by the other party to cure the alleged default and the date by which the default must be remedied, which date may not be fewer than 30 business days from the date of mailing the notice of default.

9.11 **Force Majeure.** Neither party shall be liable to the other party for any delay or omission in the performance of any obligation under this Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of the party obliged to perform, including, but not limited to, strikes or other labor difficulties, acts of God, earthquakes, acts of government (in particular with respect to the refusal to issue necessary import or export licenses), war, riots, embargoes, or inability to obtain supplies ("Force Majeure"). If Force Majeure prevents or delays the performance by a party of any obligation under this Agreement, then the party claiming Force Majeure shall promptly notify the other party thereof in writing.

9.12 **Good Faith — Attorney's Fees and Costs.** The parties desire that each raise only good faith disputes for mediation, arbitration, or litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If, upon failure of any party to this Agreement to comply with any of the terms or conditions hereof, to enforce any payments herein stipulated, or to enforce any provision hereof, the losing party will pay to the prevailing party reasonable costs, except witness fees, and expenses, including attorney's fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection herewith as determined by the court or arbitrator. All lawsuits under this Agreement shall be filed in the courts of the county and state where this Agreement was executed.

9.13 **Interest.** If, by reason of any default or act of one party under this Agreement, it is determined by agreement, mediation, arbitration, or litigation that the party owes another any sum of money, interest shall accrue on that sum at the rate of 10% per annum from the date the sum was first due until paid.

9.14 **Interlineations and Initials.** The parties recognize that they may have made minor changes in their own handwriting in this Agreement. These minor changes have been initialed by all the parties, if any changes have been made, fore and aft of the change on all originals to prevent any extension or alteration of that change by any of the parties or others. Unless otherwise indicated by the placement of a date beside

Initials

Initials

Appendix B

the change, these changes were intended by the parties to have occurred as of the effective date of this Agreement. Any interlineated changes made by the parties after the effective date of this Agreement shall be initialed by all parties and dated and have the date itself initialed fore and aft by all parties to this Agreement.

9.15 Interpretation. Whenever any word is used in this Agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders and singular usage shall include the plural, and vice versa, all as the context shall require.

9.16 Marginal Headings. The marginal headings of the paragraphs of this Agreement are for convenience only and are not to be considered a part of this Agreement or used in determining its content or context.

9.17 Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to be material and to have been relied on by the parties in entering into this Agreement and shall survive the execution and delivery of this Agreement.

9.18 Modification. Any modification or amendment of this Agreement shall be in writing and shall be executed by all parties.

9.19 Notices. Copies of all notices and communications concerning this Agreement shall be mailed to the parties at the addresses written on the caption pages hereof. Any change of address also shall be communicated to the other parties in writing and in English. Any document which may adversely affect the rights of any party to this Agreement shall be dispatched by fax, E-mail or U.S. Certified Mail, return receipt requested. For all documents mailed to persons in the continental United States, the time period of all notices shall begin running on the day following the date that the document is postmarked. For documents mailed to persons outside the continental United States, the time period shall begin running on the date that the document is received by the other party.

9.20 Incorporation of Recitals. The prefatory language and Recitals made and stated above are incorporated by reference into, and made a part of, this Agreement.

9.21 Integration; Time of the Essence. This Agreement and its exhibits and documents incorporated herein constitute and embody the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, whether oral or written. Time is of the essence in all matters associated with this Agreement. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party hereto shall be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not so set forth.

9.22 Partial Invalidity. If any term, condition or provision of this Agreement or the application thereof is judicially or otherwise determined to be invalid or unenforceable, the remainder of this

Agreement and the application thereof shall not be affected, and this Agreement shall otherwise remain in full force and effect.

9.23 Power and Authority. Each party executing this Agreement in a representative capacity warrants to the other party that he has the right, power, legal capacity, and authority to enter into this Agreement. No approval or consent of any other person shall be necessary in connection with the execution, performance, and delivery of this Agreement.

9.24 Statutes and Contracts Not Being Breached. Each party to this Agreement represents and warrants that the execution and delivery of this Agreement by such party, compliance with the terms and provisions of this Agreement by each party, and such parties' consummation of the transactions as contemplated under this Agreement will not breach any statute or regulation of any governmental authority, domestic or foreign, or acceleration of any of the terms, conditions, or provisions of any agreement or instrument to which each such party is a party, or to which each such party is or may be bound, or constitute a default or event of termination thereunder.

9.25 Waiver. Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof. No waiver by either Party with respect to any breach or default or of any right or remedy and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing signed by the party to be bound.

The undersigned represents that they are duly authorized to enter into a binding agreement for professional services and that they subscribe to all Terrascope Consulting, LLC Terms and Conditions as they are outlined herein.

Signature

Name, Title

Date

Signature

Name, Title

Date

Initials

Initials

Appendix B

TERMS AND CONDITIONS

1. Terrascope Consulting, LLC (TSC) Responsibilities

1.1 TSC shall provide the professional services outlined in the Scope of Services of the signed proposal or any other services ordered by the client whether or not in writing and any professional services performed reasonably related to any proposal that is executed between the client and TSC.

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Appendix B

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8.1 At the time of execution of this or any supplemental agreements, the parties will mutually agree upon a schedule for the furnishing of TSC's services in connection with the contracted scope of the project. The agreed schedule is subject to reasonable adjustment for any delays in providing information or approvals needed from Client, the General Contractor or any third party who must review and approve the documents prepared by TSC, or any public official having the right to review and approve the documents for construction.

8.2 Any delay in the performance of any obligation of TSC under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, shortages of unavailability of labor, materials, power or transportation through normal commercial channels, the failure of Client or Client's agents to furnish information or to approve or disapprove TSC's work promptly, late, slow or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is required for the performance of the TSC's work, or any other cause beyond TSC's reasonable control, shall not be a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TSC as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

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9.10.1 Notice of such event of default must be in writing and faxed, E-mailed or mailed to the other party by U.S. Certified Mail, return receipt requested.

9.10.2 Such written notice shall set forth the nature of the alleged default in the performance of the terms of this Agreement and shall designate the specific paragraph(s) hereof which relate to the alleged act of default.

9.10.3 Such notice also shall contain a description of the action to be taken or performed by the other party to cure the alleged default and the date by which the default must be remedied, which date may not be fewer than 30 business days from the date of mailing the notice of default.

9.11 **Force Majeure.** Neither party shall be liable to the other party for any delay or omission in the performance of any obligation under this Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of the party obliged to perform, including, but not limited to, strikes or other labor difficulties, acts of God, earthquakes, acts of government (in particular with respect to the refusal to issue necessary import or export licenses), war, riots, embargoes, or inability to obtain supplies ("Force Majeure"). If Force Majeure prevents or delays the performance by a party of any obligation under this Agreement, then the party claiming Force Majeure shall promptly notify the other party thereof in writing.

9.12 **Good Faith — Attorney's Fees and Costs.** The parties desire that each raise only good faith disputes for mediation, arbitration, or litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If, upon failure of any party to this Agreement to comply with any of the terms or conditions hereof, to enforce any payments herein stipulated, or to enforce any provision hereof, the losing party will pay to the prevailing party reasonable costs, except witness fees, and expenses, including attorney's fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection herewith as determined by the court or arbitrator. All lawsuits under this Agreement shall be filed in the courts of the county and state where this Agreement was executed.

9.13 **Interest.** If, by reason of any default or act of one party under this Agreement, it is determined by agreement, mediation, arbitration, or litigation that the party owes another any sum of money, interest shall accrue on that sum at the rate of 10% per annum from the date the sum was first due until paid.

9.14 **Interlineations and Initials.** The parties recognize that they may have made minor changes in their own handwriting in this Agreement. These minor changes have been initialed by all the parties, if any changes have been made, fore and aft of the change on all originals to prevent any extension or alteration of that change by any of the parties or others. Unless otherwise indicated by the placement of a date beside

Initials

Initials

Appendix B

the change, these changes were intended by the parties to have occurred as of the effective date of this Agreement. Any interlineated changes made by the parties after the effective date of this Agreement shall be initiated by all parties and dated and have the date itself initialed fore and aft by all parties to this Agreement.

9.15 Interpretation. Whenever any word is used in this Agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders and singular usage shall include the plural, and vice versa, all as the context shall require.

9.16 Marginal Headings. The marginal headings of the paragraphs of this Agreement are for convenience only and are not to be considered a part of this Agreement or used in determining its content or context.

9.17 Materiality. All covenants, agreements, representations and warranties made herein shall be deemed to be material and to have been relied on by the parties in entering into this Agreement and shall survive the execution and delivery of this Agreement.

9.18 Modification. Any modification or amendment of this Agreement shall be in writing and shall be executed by all parties.

9.19 Notices. Copies of all notices and communications concerning this Agreement shall be mailed to the parties at the addresses written on the caption pages hereof. Any change of address also shall be communicated to the other parties in writing and in English. Any document which may adversely affect the rights of any party to this Agreement shall be dispatched by fax, E-mail or U.S. Certified Mail, return receipt requested. For all documents mailed to persons in the continental United States, the time period of all notices shall begin running on the day following the date that the document is postmarked. For documents mailed to persons outside the continental United States, the time period shall begin running on the date that the document is received by the other party.

9.20 Incorporation of Recitals. The prefatory language and Recitals made and stated above are incorporated by reference into, and made a part of, this Agreement.

9.21 Integration; Time of the Essence. This Agreement and its exhibits and documents incorporated herein constitute and embody the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, whether oral or written. Time is of the essence in all matters associated with this Agreement. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party hereto shall be bound by or liable for any alleged misrepresentation, promise, inducement or statement of intention not so set forth.

9.22 Partial Invalidity. If any term, condition or provision of this Agreement or the application thereof is judicially or otherwise determined to be invalid or unenforceable, the remainder of this

Agreement and the application thereof shall not be affected, and this Agreement shall otherwise remain in full force and effect.

9.23 Power and Authority. Each party executing this Agreement in a representative capacity warrants to the other party that he has the right, power, legal capacity, and authority to enter into this Agreement. No approval or consent of any other person shall be necessary in connection with the execution, performance, and delivery of this Agreement.

9.24 Statutes and Contracts Not Being Breached. Each party to this Agreement represents and warrants that the execution and delivery of this Agreement by such party, compliance with the terms and provisions of this Agreement by each party, and such parties' consummation of the transactions as contemplated under this Agreement will not breach any statute or regulation of any governmental authority, domestic or foreign, or acceleration of any of the terms, conditions, or provisions of any agreement or instrument to which each such party is a party, or to which each such party is or may be bound, or constitute a default or event of termination thereunder.

9.25 Waiver. Any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach hereof. No waiver by either Party with respect to any breach or default or of any right or remedy and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing signed by the party to be bound.

The undersigned represents that they are duly authorized to enter into a binding agreement for professional services and that they subscribe to all Terrascope Consulting, LLC Terms and Conditions as they are outlined herein.

Signature

Name, Title

Date

Signature

Name, Title

Date

Initials

Initials

EXHIBIT C
Professional Services Agreement

SCHEDULE

June 2022 through December 2022

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and materials not to exceed

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 \$63,770.00.

DETAILED PROJECT COMPENSATION

See Attached.



Staff Hour Estimate - Attachment A1
Cost Proposal

Labor	Task 1	Task 2	Task 3	Task 4	Total	Rate*	Fee
	Project Management, Meetings and Coordination	Traffic Signal and ADA Ramps Design	Signing and Pavement Marking Design	Traffic Control			
Staff Classification							
Sr. Project Manager	8	9	7	4	28	\$230.00	\$ 6,440.00
Sr. Traffic Engineer	36	43	23	18	120	\$175.00	\$ 21,000.00
Sr. Roadway Engineer	6	16	0	0	22	\$175.00	\$ 3,850.00
Traffic EIT	0	96	52	40	188	\$115.00	\$ 21,620.00
Roadway Engineer	0	42	0	0	42	\$115.00	\$ 4,830.00
Administrative	16	0	0	0	16	\$90.00	\$ 1,440.00
Total	66	206	82	62	416		

* Labor rates are subject to escalation on January 1 2023 and annually thereafter. All work in the current scope are anticipated to be completed before December 31, 2022"

Subtotal Labor \$ 59,180.00

Direct Expenses	Unit	Cost/Unit	Cost
Item			
Vehicle Mileage (80 mi @ 2 trips)	160	\$ 0.56	\$ 89.60
Outside Reprographics (printing)	0	\$ -	\$ -
Deliveries	0	\$ -	\$ -

Subtotal Expenses \$ 89.60

Subtotal Labor \$ 59,180.00
Post Design Services Allowance \$0.00
Topographical Survey (Terrascope) \$4,500.00
Subtotal Expenses \$ 90.00

Total Fee \$ 63,770.00

Shanthy Krishnan, PE, PTOE, RSP1

Southwest Traffic/ITS Group Leader
Title

5/11/2022
Date



Staff Hour Estimate - Attachment A2
Fee Breakdown

Task	Description	Sr. Project Manager	Sr. Traffic Engineer	Sr. Roadway Engineer	Traffic EIT	Roadway Engineer	Administrative	Total
1	Project Management, Meetings and Coordination	8	36	6	0	0	16	66
	<i>Project Management and Administration</i>	8	24				12	44
	<i>Kick-off Meeting</i>		2	2			2	6
	<i>Progress Meetings and Coordination</i>		10	4			2	16
	<i>Project Controls</i>							0
2	Traffic Signal and ADA Ramps Design	9	43	16	96	42	0	206
	<i>60% Plans, Specs</i>	2	24	8	60	24		118
	<i>100% Plans, Specs</i>	1	12	4	24	12		53
	<i>Details</i>		2	2	8	6		18
	<i>Quantities</i>		1		4			5
	<i>QA-QC</i>	6	4	2				12
3	Signing and Pavement Marking Design	7	23	0	52	0	0	82
	<i>60% Plans, Specs</i>	2	12		24			38
	<i>100% Plans, Specs</i>	1	6		12			19
	<i>Details</i>		1		4			5
	<i>Quantities</i>		4		12			16
	<i>QA-QC</i>	4						4
4	Traffic Control	4	18	0	40	0	0	62
	<i>60% Plans, Specs</i>	2	6		16			24
	<i>100% Plans, Specs</i>	1	4		8			13
	<i>Details</i>		2		8			10
	<i>Quantities</i>		6		8			14
	<i>QA-QC</i>	1						1
Total Hours By Staff		28	120	22	188	42	16	416