

PROFESSIONAL SERVICES AGREEMENT
91 CARDINALS DEVELOPMENT
PROJECT 212239

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Entellus, Inc., an Arizona corporation, ("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 \$244,191.68 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:

Brian Wilcox
 Entellus, Inc.
 3033 North 44th Street, Suite 250
 Phoenix Arizona 85018

- 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 David Beard
 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

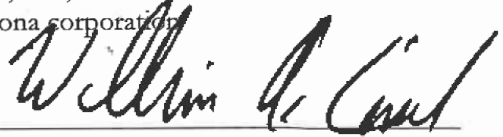
ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Entellus, Inc.,
an Arizona corporation



By: William Linck
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

See attached



91 CARDINALS DEVELOPMENT
Phase 1 – Preliminary Engineering Services
City of Glendale Project No. 212239
Entellus Project No. 340.074

EXHIBIT A

Project Description

The City of Glendale is looking to design and construct infrastructure for the future development of the site known as the "91 Cardinals", owned by the City of Glendale. The project site is currently identified as the "Black Lot" and is located on the southeast corner of Cardinals Way and 95th Avenue.

The City of Glendale in collaboration with Plaza Del Rio Corporation (PDRC) as "Owners Representative", intends to create an innovative, vibrant, mixed-use project that will further enhance and spur economic development for the City. The project is located just east of Loop 101 and south of State Farm Stadium, home to the Arizona Cardinals. The development of this approximately 64-acre site will add employment, commerce, entertainment, and housing opportunities in this rapidly expanding hub in the West Valley. Upon completion, the "Vision" for this high energy, synergistic mixed-use environment could include large footprint Class A office development, along with quality retail amenities, restaurant and entertainment space, hotels and high-density, multi-family residential developments. The site will also be planned to provide bulk event parking for State Farm Stadium and the future VAI Resort. The varied uses could be connected by a vehicular spine road. Individual pad sites will be developed to include pedestrian connectivity throughout the development. The pedestrian walkways will be enhanced with pedestrian nodes and landscaped plaza spaces that encourage interaction and are appointed with public art, accent lighting and a featured outdoor plaza which creates a link to the pedestrian underpass at Cardinal Way that connects this development to the stadium to the north.

An affiliate of the Arizona Cardinals owns approximately 9-acres of the 64-acre site. The portion owned by the affiliate is located in the northwest corner of the site. The other 55-acres is owned by the City of Glendale and is referred to as the "Black Lot." This project will focus on the future development of the Black Lot – "91 Cardinals". The Black Lot is located between Cardinals Way and Montebello Avenue and 91st Avenue with 95th Avenue. The Black Lot is currently a paved parking lot that provides event parking, as established by an agreement between the City of Glendale and the Arizona Cardinals. The parking lot also includes an extensive storm drain system. The 20 acres of the eastern portion of the Black Lot is currently unpaved and is not encumbered by the aforementioned parking agreements of record.

The City has engaged PDRC as its "Owner's Representative" to assist the City with the future development of this property. PDRC has developed a Preliminary Planning Concept. This document is conceptual and aspirational to Glendale's market needs and best use of the site. For the purposes of this project, the area will be referred to as the "site." The scope of work is being broken into phases to create clearly understood start and stop points. Market conditions and partnership opportunities may necessitate pauses in the design process to evaluate evolving opportunities. Entellus will use the Preliminary Planning Concept for the design of infrastructure improvements, meeting City Engineering Standards, required for the future development of the spine road and utilities to service the development site. The design improvements will include, but are not limited to pavement, curb, gutter, sidewalk, hardscape, landscape, and City owned utilities.

The first phase of the design scope will be to develop the Preliminary Planning Concept into a 15% Design Concept Report (DCR). The DCR will include the following:

- Preparation of preliminary design concept
- Preliminary construction cost estimate
- Final design schedule
- Exhibits for presentation to Project Team

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See attached



3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
(602) 244-2566 engineers@entellus.com
www.entellus.com

91 CARDINALS DEVELOPMENT
Phase 1 – Preliminary Engineering Services
City of Glendale Project No. 212239
Entellus Project No. 340.074

EXHIBIT B

June 9, 2022

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The City of Glendale in collaboration with Plaza Del Rio Corporation (PDRC) as “Owners Representative”, intends to create an innovative, vibrant, mixed-use project that will further enhance and spur economic development for the City. The project is located just east of Loop 101 and south of State Farm Stadium, home to the Arizona Cardinals. The development of this approximately 64-acre site will add employment, commerce, entertainment, and housing opportunities in this rapidly expanding hub in the West Valley. Upon completion, the “Vision” for this high energy, synergistic mixed-use environment could include large footprint Class A office development, along with quality retail amenities, restaurant and entertainment space, hotels and high-density, multi-family residential developments. The site will also be planned to provide bulk event parking for State Farm Stadium and the future VAI Resort. The varied uses could be connected by a vehicular spine road. Individual pad sites will be developed to include pedestrian connectivity throughout the development. The pedestrian walkways will be enhanced with pedestrian nodes and landscaped plaza spaces that encourage interaction and are appointed with public art, accent lighting and a featured outdoor plaza which creates a link to the pedestrian underpass at Cardinal Way that connects this development to the stadium to the north.





An affiliate of the Arizona Cardinals owns approximately 9-acres of the 64-acre site. The portion owned by the affiliate is located in the northwest corner of the site. The other 55-acres is owned by the City of Glendale and is referred to as the “Black Lot.” This project will focus on the future development of the Black Lot – “91 Cardinals”. The Black Lot is located between Cardinals Way and Montebello Avenue and 91st Avenue with 95th Avenue. The Black Lot is currently a paved parking lot that provides event parking, as established by an agreement between the City of Glendale and the Arizona Cardinals. The parking lot also includes an extensive storm drain system. The 20 acres of the eastern portion of the Black Lot is currently unpaved and is not encumbered by the aforementioned parking agreements of record.

The City has engaged PDRC as its “Owner’s Representative” to assist the City with the future development of this property. PDRC has developed a Preliminary Planning Concept. This document is conceptual and aspirational to Glendale’s market needs and best use of the site. For the purposes of this project, the area will be referred to as the “site.” The scope of work is being broken into phases to create clearly understood start and stop points. Market conditions and partnership opportunities may necessitate pauses in the design process to evaluate evolving opportunities. Entellus will use the Preliminary Planning Concept for the design of infrastructure improvements, meeting City Engineering Standards, required for the future development of the spine road and utilities to service the development site. The design improvements will include, but are not limited to pavement, curb, gutter, sidewalk, hardscape, landscape, and City owned utilities.

The first phase of the design scope will be to develop the Preliminary Planning Concept into a 15% Design Concept Report (DCR). The DCR will include the following:

- Preparation of preliminary design concept
- Preliminary construction cost estimate
- Final design schedule
- Exhibits for presentation to Project Team



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City Responsibility

The City of Glendale shall assume responsibility for the following:

- City utility maps, right-of-way quarter section maps, and City topographic maps, if available
- As-built information of City facilities available within the project limits, including any proposed plans by other projects in the area
- Previous geotechnical studies for the project site
- Information regarding the parking agreement with the Cardinals
- Title reports and property agreements for the project site

Standards and Procedures

All work will be in accordance with the latest edition of the City of Glendale's Engineering Design and Construction Standards and Details, MAG Standard Details and Specifications, and applicable State and Federal standards. All drawings shall be prepared utilizing AutoCad 2022.



Anticipated Tasks

1	Project Management	1
1.1	Project Meetings	1
1.2	Monitor Progress and Prepare Status Reports	1
1.3	Manage Sub-Consultants	2
2	Data Collection and Research	2
2.1	Topographic Assessment	2
2.2	Existing Mapping / Bluestake.....	2
2.3	Field Investigation	2
3	Design Concept Report and 15% Design	3
3.1	Geometrics and Utilities Layout.....	3
3.2	Drainage Memorandum	3
3.3	Water Memorandum	3
3.4	Sewer Memorandum	3
3.5	Engineer's Opinion of Construction Cost	3
3.6	Design Concept Report	3
4	Allowances	4
4.1	Traffic and Streetlight Engineering Services	4
4.2	Landscape Design Services	4
4.3	Potholing	4
4.4	Public Outreach	4
4.5	Drainage Design	4
4.6	Additional Engineering Services.....	4

Anticipated Tasks

1 Project Management

1.1 Project Meetings

Entellus will coordinate this project with City staff, in particular the project manager from the City's Engineering Division and the Owner's Representative, PRDC. Coordination meetings will be held as necessary between Entellus and City staff. Interim communications will be maintained via telephone, virtual meetings, or e-mail transmission. It is anticipated that there will be the following meetings with City staff:

- Project Kickoff Meeting (1)
- Progress Review Meetings (5)

Preparing the DCR shall lead to recommended solutions. The Consultant shall present this information to the Project Team and others, as necessary, for review, comment, and approval. It is anticipated that this information may be presented to City management and City Council. For purposes of this proposal, it is anticipated that there will be two (2) additional meetings to present concepts to City management and City Council.

General project administrative tasks and coordination are included in this task budget for the duration of the project. These activities include but are not limited to the following: interim communication via telephone, email or teleconferences, invoicing, and general correspondence. It is anticipated that this project will be fast paced, thus greater coordination and communication with the City is anticipated aside from meetings. It is assumed that Entellus' project manager will spend six (6) hours a month on this task for this phase of the project.

Coordination with other projects and property owners may be required, although no specific meetings with others are anticipated. No coordination meetings with utility companies are anticipated as part of this phase of the project.

Assumptions:

- City will confirm proposed City attendees at meetings
- Meetings will be held at City facilities or nearby facilities. The Engineer's office is also available to host the meetings as needed. For the purposes of this proposal, it is assumed that these meetings will be held in person, although Microsoft Teams (Teams) or other virtual meeting platform may also be used.
- It is assumed that for each meeting the Engineer will need to prepare for the meeting with agendas/exhibits and provide minutes of information presented at the meeting.

1.2 Monitor Progress and Prepare Status Reports

Entellus shall prepare and maintain an overall project schedule after meeting with the City Project Team. The schedule shall include time for submittal and review by the City's Development Services Department. Entellus shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The schedule will show the proposed construction schedule; however, the construction schedule will be the responsibility of the Contractor.

Entellus shall submit monthly invoices and status reports. The invoices will be consistent with the project tasks, project schedule, and fee proposal. The invoice will identify the contract number and include the amount for each work task. The total invoice submitted shall be less than or equal to the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period and remaining balance. A monthly progress report will be submitted to the City's Project Manager with the monthly invoice.

1.3 Manage Sub-Consultants

Entellus shall assemble, integrate and manage subconsultants with technical expertise required for the Project. Entellus shall coordinate subconsultant activities, manage information, transfer data, and coordinate deliverables. Entellus shall review subconsultant deliverables for clarity, consistency and integration with Project design elements; however, each subconsultant shall be responsible for their design, quality assurance and quality control of their deliverables.

2 Data Collection and Research

2.1 Topographic Assessment

Entellus will obtain topographic surveying of the project site. Survey cross sections will be obtained every 50 feet across the site (parking lot and undeveloped areas) and will include pavement, pedestrian underpass, top and bottom of ditches / basins and any other hardscape found in the area, such as existing power poles, street lights, driveways, signs, traffic signals, water valves, manhole rims, catch basins, culverts, fire hydrants, trees, culvert headwalls, etc. Additionally, Entellus will obtain 50-foot cross sections and topographic features of the perimeter roads (95th Avenue, Cardinals Way, 91st Avenue and Montebello Avenue).

Entellus will collect invert information for any sanitary sewer and storm drain manholes as well as any water valve nuts in this area. This task will include dipping of the existing sanitary sewer and storm drain manholes within the project limits, providing the existing inverts and direction for each of the manholes identified. This will provide greater understanding of the underground waterline, sanitary sewer, and storm drain system in the area, not only reducing the number of potholes, but also facilitating the design of the water main, sewer main, and storm drain.

This task will include the following:

- Project control survey
- Topographic survey
- Existing catch basin inverts / manhole inverts / water valve nuts (assume 20)
- Centerlines & right-of-way generation

2.2 Existing Mapping / Bluestake

Entellus shall contact Bluestake and obtain a list of existing utilities that are within the project limits. Entellus will reach out to each one of those utility companies with infrastructure in the project area to obtain their mapping and confirm there are no other new utilities or facilities that may affect this project. Entellus will review this information and will utilize it along with the survey data to prepare the CAD basemap, which will be the basis for the development of concept plans.

2.3 Field Investigation

Entellus shall conduct one (1) site visit to review the topographic survey data, assess general conditions of the project area, and review drainage and utility features. As part of this investigation, Entellus shall evaluate the existing concrete flatwork (sidewalks, driveways, ramps, etc.) on site that are anticipated to remain in place for ADA compliance. Any substandard items shall be identified for replacement / upgrade as part of this project.

3 Design Concept Report and 15% Design

3.1 Geometrics and Utilities Layout

Entellus will prepare a conceptual layout of the spine road (Glendale Collector Section C-4) and wet utility alignments utilizing the Preliminary Planning Concept developed by PDRC. The layouts will be developed on the base map prepared as described in Section 2 and include any proposed right-of-way and easements. Entellus will update the conceptual layouts through an iterative process following discussions and reviews by the City and PRDC.

3.2 Drainage Memorandum

Entellus shall prepare a drainage memorandum that describes the existing drainage conditions and the final drainage conditions after the proposed improvements are implemented. Additionally, Entellus will attempt to identify the ultimate development conditions to determine the ultimate site retention requirements to minimize any infrastructure that won't be used at full development. Entellus will review the size of the existing drainage infrastructure relative to the anticipated flows and make recommendations for improvements as needed. Entellus to investigate alternatives to the proposed drainage solution of converting the existing retention basins or portions of the existing retention basins to underground storage to allow for new parking spaces. The memorandum may include data collection, survey, supporting calculations, and exhibits / photographs. Drainage / retention calculations shall be prepared along with conceptual layouts to determine an overall drainage concept. The Final Project Drainage Memorandum will be sealed /signed and included in the DCR.

3.3 Water Memorandum

Per discussions with the City, the water infrastructure sizing and demand will be confirmed by the City's on-call modeler. Entellus will prepare preliminary alignments and include in the 15% Concept as described in Section 3.1. The future developer will be required to submit a site-specific Water Report.

3.4 Sewer Memorandum

Per discussions with the City, sewer capacity analysis is not included. The City will confirm adequate sewer capacity of existing sewer in 91st Avenue, 95th Avenue and Cardinals Way. Entellus will prepare preliminary alignments and include in the 15% Concept as described in Section 3.1. The future developer will be required to submit a site-specific Sewer Report.

3.5 Engineer's Opinion of Construction Cost

Entellus shall prepare opinions of probable construction costs for the project. Unit costs will be developed based on recent bid tab data, material pricing provided by suppliers, and standardized unit price estimate literature. Entellus will provide construction estimates to assist in developing a final conceptual layout. A final opinion of construction cost will be included in the DCR. The City and Engineer acknowledge that opinions of cost are based on market data available at the time of preparation and do not constitute a guarantee of the construction cost of the proposed improvements.

3.6 Design Concept Report

Entellus will prepare and finalize a Design Concept Report documenting the final conceptual layout of the improvements. The Report will describe the existing and proposed improvements and include a discussion of considerations and any specific project challenges. The report will include:

- Existing Conditions Summary
- Proposed Alignment Summary and Strip Maps / Exhibits
- Drainage Memorandum and Alternative Analysis
- Proposed Water and Sewer Design

- Existing Utility Information and Potential Relocations
- Budget / Cost Estimates
- Recommendations for Final Design

Entellus will prepare 15% design plans for the recommended concept to be included in the DCR. It is anticipated that these plans will include the following:

- Paving Plan and Profiles (8 sheets)
- Water and Sewer Plan and Profiles (8 sheets)
- Lighting Layout / Plan – by Burgess & Niple
- Landscape Site Plan – by iN2iT Studio

It is anticipated that Entellus will provide the City with an electronic copy and three (3) hard copies of the DCR.

4 Allowances

4.1 Traffic and Streetlight Engineering Services

Burgess & Niple will provide traffic and streetlight engineering services for the conceptual design of the site. Please refer to the attached scope of work from Burgess & Niple for a more detailed breakdown of their scope on this project.

4.2 Landscape Design Services

iN2iT Studio will provide a conceptual landscape site plan which identifies a proposed landscape palette and planting. The site plan will identify amenity opportunities, gathering spaces, and pedestrian circulation. Please refer to the attached scope of work from iN2iT Studio for a more detailed breakdown of their scope on this project.

4.3 Potholing

RT Underground will conduct exploratory potholes of existing utilities as identified by Entellus and the City. A total of 10 potholes were budgeted for in the preparation of this scope. Entellus will submit a pothole plan and obtain City approval prior to utility potholing.

4.4 Public Outreach

Entellus will support the City with public outreach on this project. The exact services are unknown at this time but may include attendance at meetings, preparation of exhibits / flyers, and providing refreshments. An allowance of \$5,000 is included for these services.

4.5 Drainage Design

An allowance of \$10,000 is included for drainage design services beyond those identified in this scope of work. At the City's direction, this allowance shall be utilized to advance the drainage design past concept stage. This may include but is not limited to: drainage plan sheets, storm drain plan and profile sheets, independent cost estimating, and coordination with the Cardinals regarding the parking agreement. This allowance will not be utilized without written approval by the City.

4.6 Additional Engineering Services

An allowance of \$50,000 is included for additional engineering services beyond those identified in this scope of work. This allowance may also be utilized to advance the design following approval of the conceptual layouts by City management and City Council prior to having a final design contract. This allowance will not be utilized without written approval by the City.



Items Not Included

The following items are not included as part of this scope of services:

- Final construction documents (plans and specifications)
- Preliminary drainage plans
- Legal descriptions and exhibits
- Permits from City of Glendale, MCESD or other agencies
- Final utility clearances
- Traffic signal design and modifications
- Geotechnical investigation/report
- Bidding or construction phase services

EXHIBIT C
Professional Services Agreement

SCHEDULE

See attached

91 CARDINALS DEVELOPMENT

Phase 1 – Preliminary Engineering Services

City of Glendale Project No. 212239

Entellus Project No. 340.074

EXHIBIT C

June 9, 2022

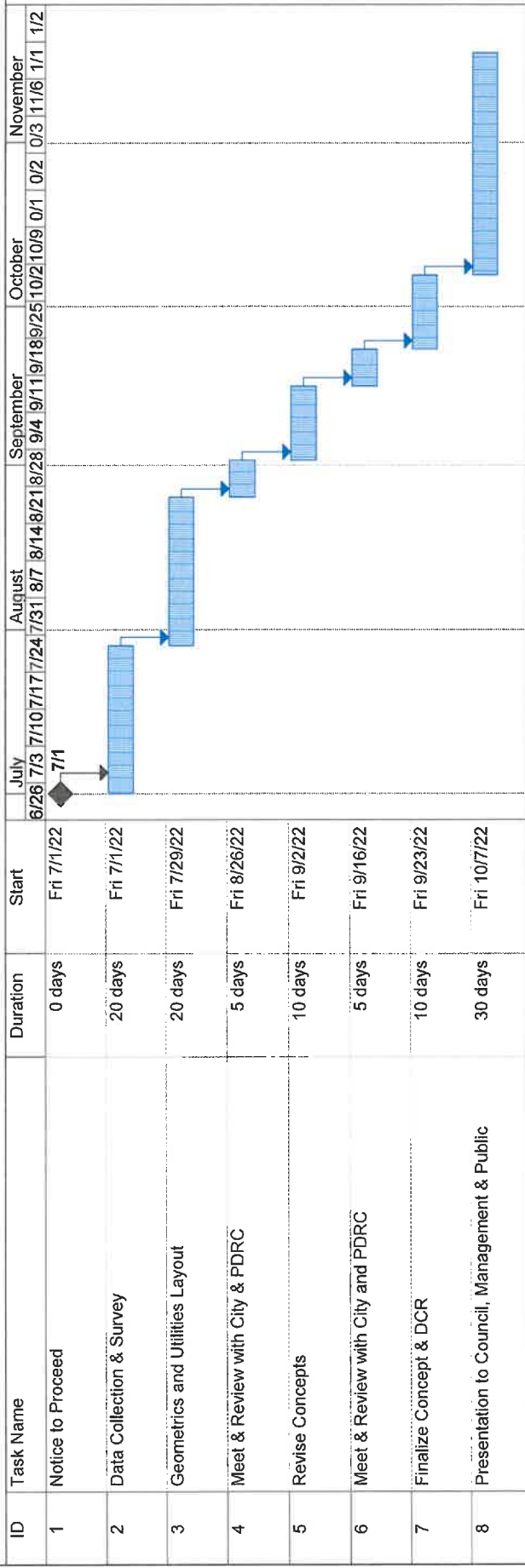


EXHIBIT D
Professional Services Agreement

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 \$244,191.68.

DETAILED PROJECT COMPENSATION

See attached.



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City of Glendale Project #212239
 Entellus Project #340.074
 June 9, 2022

City of Glendale
 91 Cardinals Development
 Phase 1 – Preliminary Engineering Services

EXHIBIT D

Task	WORK ITEM DESCRIPTION	PROJECT HOURS AND FEES											Total Amount	Direct Expenses
		Project Principal \$ 224.50	Project Manager \$ 164.56	Sr. Proj. Engineer \$ 140.62	EIT \$ 104.72	Senior Designer \$ 137.63	CADD Tech \$ 83.78	Admin. Assistant \$ 89.76	RLS \$ 148.50	2-Man Crew \$ 161.57	Total Hours	Total		
1	Project Management	13	55	4	26	4	0	3	0	0	105	\$ 16,074.30	\$	
1.1	Conduct Meetings													
	<i>Kick-Off Meeting (1)</i>	2	3		3						8	\$ 1,256.84		
	<i>Progress Review Meetings (5)</i>	5	15		15						35	\$ 5,161.70		
	<i>Concept Review Meetings (2)</i>	6	8	4	4						22	\$ 3,644.84		
	<i>Interim Coordination (assume 6 hours per month for 3 months)</i>	18									18	\$ 2,962.08		
1.2	Monitor Progress and Prepare Status Reports		3					3			6	\$ 762.96		
1.3	Manage Sub-Consultants		8		4	4					16	\$ 2,285.88		
2	Data Collection and Research	0	5	0	12	0	70	0	36	100	223	\$ 29,447.04	\$	
2.1	Topographic Assessment													
	<i>Project Control Survey</i>								8	12	20	\$ 3,126.84		
	<i>Topographic Survey (Total Station)</i>						8		16	80	104	\$ 15,971.84		
	<i>Existing Manhole Inverts / Water Valve Nuts (Assume 20)</i>						4			8	12	\$ 1,627.68		
	<i>Centerlines & Right-Of-Way Generation</i>						16		12		28	\$ 3,122.48		
2.2	Existing Mapping / Bluestake		1		8		40				49	\$ 4,353.52		
2.3	Field Visit		4		4		2				10	\$ 1,244.68		
3	Design Concept and 15% Design	11	60	28	240	76	256	2	0	0	673	\$ 73,500.34	\$	
3.1	Geometrics and Utilities Layout													
	<i>Develop Initial Roadway Layout</i>	1	4	4	8	4	12				33	\$ 3,838.86		
	<i>Develop Initial Water and Sewer Layout</i>	1	4	4	16	8	12				41	\$ 4,664.66		
	<i>Develop Drainage Concept and Layout</i>	1	4	4	16	4	16				41	\$ 4,449.26		
	<i>Revise and Finalize Layout</i>	2	12	8	40	16	40				118	\$ 13,290.76		



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City of Glendale Project #212239
 Entellus Project #340.074
 June 9, 2022

City of Glendale
 91 Cardinals Development
 Phase 1 - Preliminary Engineering Services

EXHIBIT D

Task	WORK ITEM DESCRIPTION	PROJECT HOURS AND FEES											Total Amount	Direct Expenses		
		Project Principal \$	Project Manager \$	Sr. Proj. Engineer \$	EIT \$	Senior Designer \$	CADD Tech \$	Admin. Assistant \$	RLS \$	2-Man Crew \$	Total Hours	Total Amount				
3.2	Drainage Memorandum	1	4		16	8								29	\$ 3,659.30	
3.3	Water Memorandum													0	\$ -	
3.4	Sewer Memorandum													0	\$ -	
3.5	Engineer's Opinion of Construction Cost	1	4	4	8				16					33	\$ 3,623.46	
3.6	Design Concept Report															
	<i>Develop / Assemble Report</i>	2	16		40						2			60	\$ 7,450.28	
	<i>Paving Plans and Profile (8 sheets)</i>	1	8	8	64	24			96					201	\$ 20,714.02	
	<i>Water and Sewer Plan and Profiles (8 sheets)</i>	1	4	4	32	12			64					117	\$ 11,809.74	
4	Allowances	0	0	0	0	0								0	\$ -	\$125,170.00
4.1	Traffic and Streetlight Engineering Services													0	\$ -	\$39,720.00
4.2	Landscape Design Services													0	\$ -	\$10,450.00
4.3	Potholing (10 Potholes)													0	\$ -	\$10,000.00
4.4	Public Outreach													0	\$ -	\$5,000.00
4.5	Drainage Design													0	\$ -	\$10,000.00
4.6	Additional Engineering Services													0	\$ -	\$50,000.00
TOTAL STAFF HOURS BASIC DESIGN SERVICES		24	120	32	278	80	326	5	448.80	36	100	1001				
DIRECT LABOR COST		\$ 5,388.00	\$ 19,747.20	\$ 4,499.84	\$ 29,112.16	\$ 11,010.40	\$ 27,312.28	\$ 448.80	\$ 5,346.00	\$ 5,346.00	\$ 16,157.00	\$ 119,021.68				
TOTAL STAFF HOURS FOR ALLOWANCES ONLY		0	0	0	0	0	0	0	0	0	0	0				
TOTAL DIRECT EXPENSES																\$ -
TOTAL PROJECT COST (NOT TO EXCEED)																\$ 125,170.00