

PROFESSIONAL SERVICES AGREEMENT
THUNDERBIRD CONSERVATION PARK - DESIGN CONCEPT REPORT

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and J2 Engineering & Environmental Design, L.L.C., an Arizona limited liability company, ("Consultant") as of the ____ day of _____, 2022 ("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 \$124,748 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:

Adam Hawkins, PLA, ASLA
 J2 Engineering & Environmental Design, L.L.C.
 4649 East Cotton Gin Loop, Suite B2
 Phoenix, Arizona 85040

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

City of Glendale
 c/o Jason Snider
 Engineering Department
 5850 West Glendale Avenue, Suite 315
 Glendale, Arizona 85301

With required copy to:

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

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

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

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

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

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

14.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

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

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

15. Term.

15.1 **Renewals.** The term of this Agreement commences upon the effective date and continues for a two (2) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

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

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

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

EXHIBIT A
Professional Services Agreement

PROJECT

The City of Glendale is proposing to refine the TCP master plan sketches that were developed as part of the current PRMP document that was approved by City Council on May 25, 2021. The goal of this Design Concept Report would be to prioritize improvements to the site, which will address deferred maintenance issues and will maximize the opportunities to increase year- round attendance. J2 Engineering & Environmental Design, L.L.C. will further investigate the three (3) trailheads within the park, which are located at 55th Avenue and Pinnacle Peak, 59th Avenue, and 67th Avenue.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See attached.



City of Glendale

Thunderbird Conservation Park – Design Concept Report

J2 Scope of Services

Task 100 – Site Data Collection

J2 will begin the data collection process to ensure the design team is working with the most current base data. Initial items to be collected with this task include; as-built plan sets, utility data, right-of way control, aerial photogrammetry, 1' foot contour data for the three (3) trailhead locations, and native plant inventory.

Task 100 Deliverables will include the following:

- Topographic Survey / Aerial Photogrammetry

Task 100 Meetings:

- N/A

Task 200 – Site Analysis and Project Development

After completing data collection in Task 100 and working from a more accurate base than used for the initial Design Concept sketches, J2 will develop an opportunity and constraints analysis for each of the three (3) trailhead locations. The analysis for each trailhead location will be completed prior to our field visit with COG staff. After gaining more insight from COG staff during the site walk a follow up meeting will be held to determine goals and objectives for the proposed park improvements. The intent of the meeting will be to finalize a design concept, and verify program requirements.

Task 200 Deliverables will include the following:

- J2 will provide an Opportunity and Constraints Analysis for each of the three (3) trailhead locations;
 - Items to be reviewed at each location include: Slope Analysis, View Corridors, Utility Conflicts, Existing Washes /Drainage Analysis, Existing Plant Material Density and site photos. Each trailhead location will be scaled to fit on an 11 x 17 and the developed analysis graphics will be combined into a single booklet (PDF).

Task 200 Meetings:

- One (1) Field Visit Meeting with COG Staff
 - This meeting is assumed to be four (4) hours inclusive of travel time, with three (3) staff members in attendance
- One (1) Meeting to discuss on-site programming and goals/objective for the project.
 - This meeting is assumed to be virtual and be two (2) hours in duration, with two (2) staff members in attendance

Task 300 Initial Concept Refinement

J2 will utilize the data received/developed in task 100 as well as feedback received by COG staff in task 100 and 200 and begin to refine the original Design concepts that accommodate and address COG staff issues. Design concepts will graphically depict the improvements identified through this design process.

Task 300 Deliverables will include the following:

- Conceptual Line Work Design Concepts. J2 will develop line drawings for each of the (3) three trailhead locations that address the issues identified by COG Staff. These concepts will be rendered and used for discussions of spatial relationships and overall layout of facilities with COG.
 - J2 will provide each of the three trailhead plans at the following scale
 - 67th Avenue Trailhead Concept developed to 40 Scale & printed to 36" x 48", with CAD linework and color rendered.



- 59th Avenue Trailhead Concept developed to 60 Scale and printed to 36" x 48", with CAD linework and color rendered.
55th Avenue and Pinnacle Peak Road Trailhead Concept developed to 40 Scale and printed to 36" x 48", with CAD linework and color rendered.
- An Electronic (PDF) and one (1) hard copy of each concept will be provided to the COG.
- No perspective renderings or additional views will be developed with this task.
- No opinion of probable construction cost will be developed with this task

Task 300 Meetings:

- Three (3) Design Progress Meeting, J2 will present the refined concepts to COG Staff for review and comment
 - These meetings are assumed to be virtual and be one and a half (1.5) hours in length, with two (2) staff members in attendance

Task 400 Thunderbird Conservation Park – Public Open House

The J2 Team will have one (1) representative (project LA) attend the COG Open House for the first public open house for the Thunderbird Conservation Park Design Concept process. The open house will be held at a time and location convenient for COG staff. This effort will be focused on asking the public within the surrounding neighborhoods, and any COG identified key stakeholders, to provide input on the refined Design concept graphics for each of the three (3) trailhead locations. J2's sub-consultant MakPro will lead the meeting, J2 will attend in support.

Task 400 Deliverables will include the following:

- Open House Set Up/ Graphic Development: The public will be asked to review the current proposed site plan layout for each of the three (3) trailhead locations, and leave comments for the design team to consider for future design revisions.

For the in-person meeting J2 will provide graphics, sign in sheet, comment forms, follow up meeting notes, and the outcome/results identified by the public from this effort. The City would secure the location for the meeting and be responsible for all advertisements associated with the meeting.

- J2 will provide the following boards for the 1st public open house
 - One (1) 36" x 48" Board – Aerial Map showing the extents of Thunderbird Conservation Park
 - One (1) 36" x 48" Board – Surrounding Vicinity Map, showing connection to nearby residential neighborhoods, vehicular circulation
 - Three (3) 36" x 48" Boards – 1 board showing the proposed layout for each of the 3 trailhead locations



Task 400 Meetings:

- One (1) Public Meeting
 - This meeting is assumed to be in person and be four (4) hours in length inclusive of travel time, with one (1) staff member in attendance, Project LA
- One (1) Virtual Post Open House meetings to discuss results of public comments.
 - J2's sub-consultant MakPro will lead the meeting where they will develop and summarize the findings after the public meeting. J2 will have two (2) staff members in attendance

Task 500 Concept Refinement (Pre-Final Concept Plan)

J2 will take feedback received by COG staff and stakeholders from the 1st open house (Task 400) and begin to refine the plans accordingly. The design concepts will graphically depict the improvements identified through this design process and will provide a corresponding OPC associated with each of the improvements.

Task 500 Deliverables will include the following:

- Refined Conceptual Line Work Design Concepts. J2 will further refine line drawings for each of the (3) three trailhead locations that address the issues identified by COG Staff. These concepts will be rendered and used for discussions of spatial relationships and overall layout of facilities with COG.
 - J2 will provide each of the three trailhead plans at the following scale
 - 67th Avenue Trailhead Concept developed to 40 Scale & printed to 36" x 48", with CAD line work and color rendered.
 - 59th Avenue Trailhead Concept developed to 60 Scale and printed to 36" x 48", with CAD line work and color rendered.
 - 55th Avenue and Pinnacle Peak Road Trailhead Concept developed to 40 Scale and printed to 36" x 48", with CAD line work and color rendered.
 - Three (3) 36" x 48" Boards – One board for each of the (3) trailhead locations, each board will highlight three (3) different perspective views of the proposed trailhead improvements.
 - An Electronic (PDF) and one (1) hard copy of each concept will be provided to the COG
 - Develop OPCs for each trailhead location (3 total) for review with COG. These OPCs will be provided in ranges of costs and orders of magnitude (electronic PDF format).

Task 500 Meetings:

- One (1) Design Progress Meeting, J2 will present the refined concepts to COG Staff for review and comment prior to preparing the Design Concept report and 15% documents.
 - This meeting is assumed to be virtual and one (1) hours in length, with one (1) staff member in attendance, Project LA
- City of Glendale Staff will present the concept refinements to the Parks and Recreation Advisory Council, J2 attendance not required and has been excluded from this proposal.

Task 600 Finalize Design Concept Report and 15% Plans

Upon receiving input and comments from the COG, and key stakeholders the pre-final concept plans generated in Task 500, J2 will take comments and provided information to produce the final preferred Design Concept graphic for each of the three (3) trailhead locations. This document would serve as the COG guideline for presentation to the public and key stakeholders to gain final acceptance of the project. The document will include the initial concepts developed with the parks and recreation master plan, concept refinements developed during the design concept refinement process, final design concept graphics, OPCs for each trailhead location, and site analysis documents.

Task 600 Deliverables will include the following:

- One (1) Rendered Site plan of the final preferred (1) concept for each trailhead location, three (3) Total printed to 36" x 48"



- Three (3) 36" x 48" Boards – One board for each of the three (3) trailhead location, each board will highlight three (3) different perspective views of the proposed trailhead improvements.
- Complete Design Concept report (11 x 17) in electronic format (PDF)
- Opinion of Probable Construction Cost for each trailhead location (PDF)
- Thumb drive containing all items listed above in the appropriate electronic format

Sub Consultants

J2 has requested scope and fee submittals from the following consultants:

Weddle Gilmore (WG) to provide design input on overall site plan layouts and initial concepts and layouts for any proposed structures. Please refer to the attached scope of services and fee breakdown for WG included in this proposal.

Wright Engineering (Wright) to provide a review of the existing electrical services and lighting on site. Please refer to the attached scope of services and fee breakdown for Wright included in this proposal.

MakPro Services (MakPro) to provide public outreach for this project. Please refer to the attached scope of services and fee breakdown for MakPro included in this proposal.

Aerotech Mapping (AM) to provide aerial imagery of the overall park, and detailed contour data of the three (3) trailhead locations. Please refer to the attached scope of services and fee breakdown for AM included in this proposal.

Consultant Registered Surveyors (CRS) to provide survey ground control points in the field prior to the aerial imagery being flown by AM. Please refer to the attached scope of services and fee breakdown for CRS included in this proposal.

General Understanding

The City of Glendale the (Owner) shall designate a person for the project to act as the Owner's representative with respect to the services to be performed or furnished by the Project Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Owner's policies and decisions with respect to the Project Team's services for the Project. The Owner shall also provide key team personnel to be available in coordination meetings including operations and plan review representatives.

The Owner shall make available to the Project Team existing available data and records relevant to the site that the Owner has available.

The Owner shall approve in a timely manner all criteria and information as to Owner's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Project Team at the various phases of the projects.

The Owner shall furnish to the Project Team, upon the request of Project Team for performing the services, any existing pertinent data prepared by others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project as the Owner has available.

The Owner shall give prompt notice to Project Team whenever Owner observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Project Team in the performance or furnishing of the required services for the project.



The Owner warrants and represents that members of the Project Team have the right to enter upon the real property involved herein, and extends this right to J2. The Project Team agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

The Project Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the Owner to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any documents.

Design Exclusions

The following items have been excluded from this scope of work

1. Re-platting or rezoning
2. Environmental or biological investigations or clearances
3. Utility potholing and/or designating utilities
4. No storm drain design or modification
5. Phasing plans or bid alternatives
6. No Pre-Application or Site Plan approval process
7. Drainage Report
8. No legal descriptions, easements or right of way exhibits
9. Geotechnical investigation
10. Construction Documentation
11. Reproduction of any hard copies of meeting flyers or notices – *Completed by MakPro*
12. Development of Survey for Public Open House – *Completed by MakPro*
13. Development of Meeting Notification Graphics – *Completed by MakPro*

Design Assumptions

1. All reviews by the City will be completed electronically via BluBeam Studio Session.

We would expect to start our services after receipt of the Notice to Proceed. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Estimated schedule to complete these services is 24 months.

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 \$124,748.00.

DETAILED PROJECT COMPENSATION

Base Design Fee:

J2 Design - Prime Consultant: \$ 67,458.00

Sub Consultant Design Fees:

Weddle Gilmore - Architecture: \$ 34,830.00

Wright Engineering - Electrical Engineering: \$ 3,780.00

MakPro Services - Public Outreach: \$ 5,100.00

Aerotech Mapping - Aerial Photography: \$ 8,960.00

Consultant Registered Survey - Ground Survey Control : \$ 4,620.00

Total Sub Consultant Design Fees: \$ 57,290 .00

Total Fee including J2 Design and Sub- Consultants: \$ 124,748.00.