

PROFESSIONAL SERVICES AGREEMENT

Arterial Reconstruction of 51st Avenue from Olive Avenue to Peoria Avenue
City of Glendale Engineering Project No. CIP202113

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Ardurra Group, Inc., a Florida Corporation, authorized to do business in the State of Arizona ("Consultant") as of the ____ day of _____, 2023 ("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 \$94,565.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

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

5. Billings and Payment.

5.1 **Applications.**

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

5.2 **Payment.**

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

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

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

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

6. Termination.

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

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

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

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

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

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

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

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

Klas Kuntze
 Ardurra
 1001 N. Central Avenue, Suite #900
 Phoenix, Arizona 85004

- 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
 5850 West Glendale Ave, 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 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 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

Design for Arterial Reconstruction of 51st Avenue from Olive Avenue to Peoria Avenue.

**Exhibit A
Project Description
51st Avenue Projects
City of Glendale
Engineering Department
City of Glendale Project No. 202112 & 202113**

INTRODUCTION / DESCRIPTION

City's annual Arterial Reconstruction Program requires production of plan and specifications for competitive bid. City staff requested Ardurra assistance to complete topographic survey, landscaping/irrigation, turn lane exhibits and final design to replace and/or reconstruct 51st Ave. from Olive to Cactus, divided into separate one mile projects. Ardurra's specific scope of work and deliverables are provided in Exhibit "B".

PROJECT TEAM

Frank E. Henderson III – Principal
Klas Kuntze - Project Manager
Maxx Townsend - Roadway Design
Colin Griffith - QA/QC
Troy Ray – Survey/Horizontal Control
Erica Mackenzie – Landscaping/Irrigation (Norris Design)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See the attached proposal

Exhibit B
Scope of Work
City of Glendale Arterial Reconstruction Program
Task 1A - 51st Ave. (Olive Ave. to Peoria Ave.)
Task 1B - 51st Ave. (Peoria Ave. to Cactus Rd.)
COG Project Nos: Task 1A (202112) & Task 1B (202113)

Ardurra's scope for design services is described in the following tasks:

Project Administration and Progress Meetings

1. Project Meetings: Ardurra will schedule with City Project Manager (PM), representatives and stakeholders, conduct and prepare and distribute agenda and minutes for:
 - a. Kickoff/Strategy Meeting (1): The meeting will overview Ardurra's project schedule and implementation plan to complete turn lanes and preparation of construction documents.
 - b. Progress Meetings (3): Meetings will overview and discuss design progress, project's technical aspects and action item resolution status.
 - c. Comment Resolution Meetings (2): Meetings will overview and discuss design progress, project's technical aspects and action item resolution status.
2. Project Schedule: Ardurra will prepare, submit and revise design schedule reflecting NTP, major design activities, submittal milestones, and anticipated completion dates. Updated schedule showing completed and in progress tasks with each monthly invoice.
3. Project Administration: Ardurra will:
 - a. Perform accounting functions to establish project tasks, subtasks and billing rates to match executed contracts.
 - b. Submit monthly invoice and progress report and cash flow schedule.
 - c. Monitor, manage, and coordinate subconsultant activities.

Topographic Survey & Base Mapping

1. Horizontal and vertical control: Ardurra will establish project control using NAD 83 Arizona State Plane Central Zone Coordinates and NAVD88 elevations.
2. Data Collection: Ardurra will collect following roadway and surface features:
 - a. Mainline (51st Ave.) back of curb to ROW (on both sides) every 50 feet (on center) along 51st Ave. from 100 feet south of Olive Ave. curb return to Peoria Ave. intersection south curb return.
 - b. 51st Ave. and Olive Ave. intersection - Northbound 51st Ave. right turn lane: Topo data collection area being 80 foot wide and 290 foot long strip extending east from the roadway centerline median of 51st Avenue. Westbound Olive Ave. right turn lane: Topo data collection area being 70 foot wide and 335 foot long strip extending north from the roadway centerline median to 20 feet north of back of curb. Topo data collection to include all roadway, sidewalk, utility and natural grade features and sufficient for production of an accurate DTM.
3. Base Mapping: Ardurra will prepare a Topographic base map of above-mentioned topographic features and geometric control using AutoCAD software format. A Parcel & Right-of-Way base map will also be produced using existing Sectional/centerline monumentation found in the field, right-of-way information found on the Maricopa County Assessor's GIS Site, as well as, title reports provided by the City for the four parcels (APNs) noted in #4 below.
4. Legal Descriptions: Exhibits and legal descriptions for proposed right-of-way takes for 51st Avenue will be produced for APN 148-09-002C & APN 148-09-002B. Exhibits and legal descriptions for 51st Avenue right-of-way takes will be produced for APN 148-08-002P & APN 148-08-002Q.

EXHIBIT C
Professional Services Agreement

SCHEDULE

April 2023 to February 2024

Design & Plan Production

1. Predesign/Turn Lane Exhibit: Ardurra will prepare two exhibits for each turn lane locations, which will identify available storage lengths, intersection impacts, utility conflicts, and ROW/land acquisition needs.
2. Final Design: Ardurra will:
 - a. Prepare construction documents in accordance with most current City of Glendale Project Development Guidelines, MAG Standard Specifications and Details as amended by the City of Glendale, and other standards such as AASHTO, MUTCD and ASTM.
 - b. Perform horizontal and vertical calculations to establish new pavement cross slopes for turn lanes.
 - c. Develop typical sections for turn lanes with pavement cross slopes.
 - d. Revise previously prepared 51st Ave. Intersection grading design w/ elevations at Olive Ave. for new turn lanes.
3. Drainage Evaluation
 - a) Verify onsite drainage for APN 148-08-002Q: Our team will review the grading and drainage plans available for the site and evaluate the onsite retention volume required and provided for this site. We will also review our topographic mapping and verify the current volume provided in the retention basin.
 - b) Design additional storage pipe/basin: Our team will review the proposed improvements and evaluate the reduction in basin volume due to the right turn lane improvements. We will review two options: 1) Provide a retaining wall to hold back the fill slope and verify the volume and 2) Provide underground storage tank for the reduction in volume along with drywell to drain the pipe.
 - c) Prepare Drainage Memorandum: Our team will prepare a drainage memorandum documenting design methodology, assumptions, equations utilized for design and include back up calculations in the Appendix.
4. Construction Plans: Ardurra will prepare 60%, 100% & Sealed construction plans (24" X 36") using AutoCAD Civil 3D (2020) at a scale of 1"=40' Horizontal and 1"=4' Vertical, unless otherwise noted. Sealed construction plans are anticipated to include the following sheets for each Task:
 - a. Cover (1 sheet)
 - b. General Notes and Legend (1 sheet)
 - c. Geometric Control (1 sheet)
 - d. Typical Section (1 sheet)
 - e. Pavement Structural Section & Details (1 sheets)
 - f. Paving Plan & Profile (6 sheets)
 - g. Intersection Grading Plans (2 sheets)

Opinion of Probable Cost (OPC) and Special Provisions

1. Prepare and include OPC with Scoping Document, 60%, 100% and sealed submittals.
2. Prepare and include Special Provisions with 60%, 100% and sealed submittals.
 - a. It is anticipated Special Provisions will be "performance" based description of contractor's requirements.
 - b. Special Provision will describe material, installation and product acceptance requirements only for subgrade preparation, unsuitable subgrade remediation options and associated allowances, aggregate base course, asphalt paving, pavement striping, and motion sensor equipment installation to operate traffic signals.

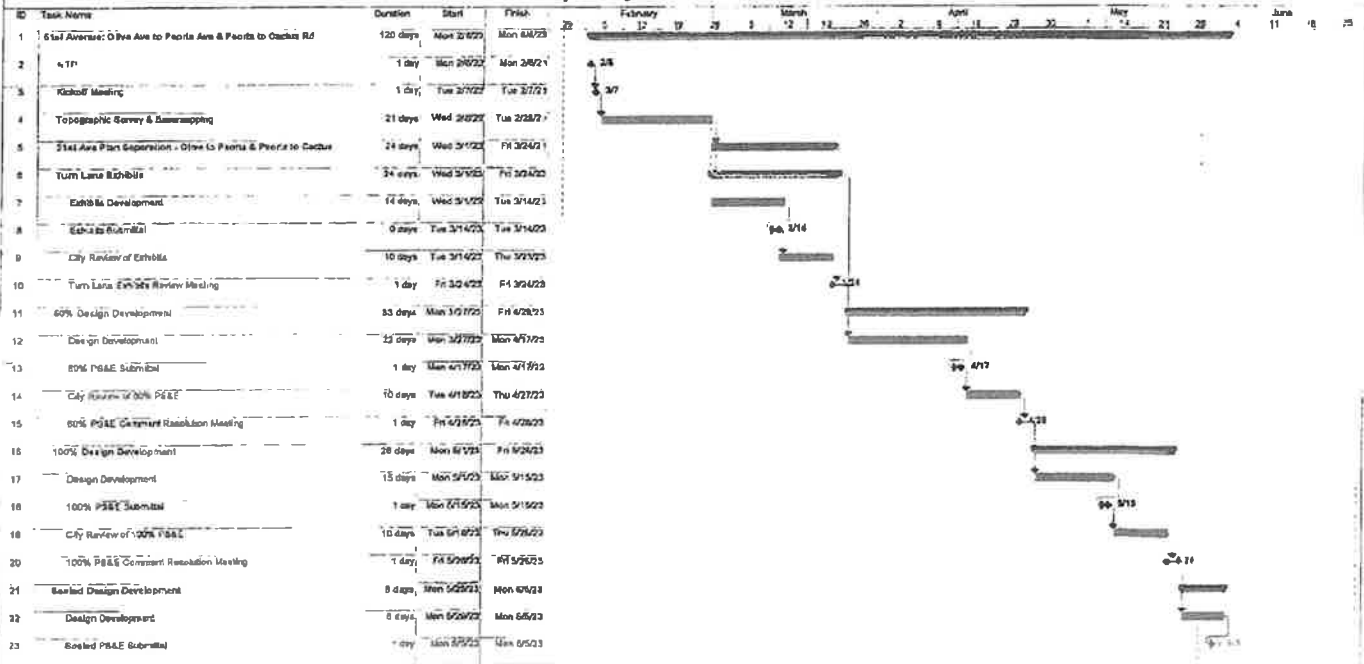
Assumptions

1. Pavement replacement will not extend beyond existing curb returns of crossing side streets.
2. Pavement reconstruction area limits will be shown on plan and profile sheets only.
3. City will procure and provide motion sensor equipment (anticipated to be Wavetronics) to be installed by contractor instead of replacing loop detectors.
4. Design schedule is estimated to be approximately five months (2/1/22 through 6/30/22).
5. Task 1A & Task 1B will be combined into one scoping document, but final product will be two separate sets of construction documents.

Exclusions

1. Utility research, mapping or potholing
2. Assessment of sidewalk ramps and pedestrian push buttons or design for ADA compliance.
3. Drainage design or reports
4. Signing and marking plans
5. Maintenance of Traffic plans
6. Traffic signal design
7. Public Outreach
8. SWPPP

**City of Glendale Arterial Reconstruction Program
Project Design Schedule for Tasks 1A & 1B**



51st Ave: Olive Ave to Peoria Ave (Task 1A)
51st Ave: Peoria Ave to Cactus Rd (Task 1B)
Wed 12/7/22

| | | | | | |
|-----------------|--------------------|-----------------------|----------------|--------------------|--------------------|
| Task | External Task | Project Summary | Manual Task | Start-only | Deadline |
| Split | External Milestone | Manual Summary | Duration-only | Finish-only | External Milestone |
| Milestone | Inactive Task | Manual Summary Reopen | Manual Summary | External Milestone | Progress |
| Summary | Inactive Milestone | | | | |
| Project Summary | Active Milestone | | | | |

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 \$94,565.00.

DETAILED PROJECT COMPENSATION

See Attached.

EXHIBIT D
Professional Services Agreement
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Monthly invoices for actual time and materials expended.

NOT-TO-EXCEED AMOUNT

The total compensation paid to Ardurra is not to exceed \$94,565.00

DETAILED PROJECT COMPENSATION

| City of Glendale Arterial Reconstruction Program Fee Schedule | |
|--|--------------------|
| TASK – 1A (51st Ave: Olive Ave to Peoria Ave) | COST |
| Task 1 Project Management | \$6,860.00 |
| Task 2 Survey | \$16,435.00 |
| Task 3 Predesign/Turn Lane Exhibits | \$5,640.00 |
| Task 4 Final Design, OPC, Special Provisions | \$23,220.00 |
| Task 5 Drainage Evaluation | \$7,515.00 |
| Task 6 Utility Coordination | \$3,840.00 |
| Task 7 Landscaping/Irrigation Design | \$29,300.00 |
| TASK 1A TOTAL COST | \$92,810.00 |
| | |
| TASK – 1B (Finalize 51st Ave: Olive Ave to Peoria Ave) | |
| Task 1 Plan Separation | \$1,755.00 |
| TASK 1B TOTAL COST | \$1,755.00 |
| | |
| TOTAL PROJECT COST (Time and Materials, Not to Exceed) | \$94,565.00 |

February 8, 2023

Ardurra
Klas Kuntze
1001 N. Central Avenue, Suite #900
Phoenix, AZ 85004

51st Avenue – Olive Avenue to Peoria Avenue Improvements

Glendale, Arizona

PROJECT DESCRIPTION

Norris Design will provide professional landscape architectural services for the 51st Avenue – Olive Avenue to Peoria Avenue Improvement Project. In collaboration with the Design Team and the City of Glendale, we will provide 60%, 100%, and final sealed landscape and irrigation construction documents, specifications, and an opinion of probable cost with each submittal. The project length is approximately one (1) mile, starting from the intersection of Olive and 51st Avenue to the curb returns on the south side of Peoria Avenue. Planting and irrigation will extend to the City right-of-way. The project duration is estimated to be around six (6) months with the project starting in January 2023, and the City advertising the project for bid in June 2023.

SCOPE OF WORK

TASK 1: 60% LANDSCAPE AND IRRIGATION CONSTRUCTION DOCUMENTS

Norris Design will develop landscape and irrigation plans per all applicable City of Glendale code requirements.

Additionally, the Client has provided the following requirements:

- No trees planted within 30 feet of light poles
- No shrubs planted in site triangle that will reach 30 inches at maturity
- No trees with sprawling canopies planted between detached sidewalks and curbs No trees on 67th Avenue side of pony wall (both sides)
- Match new vegetation (shrubs) with existing nearby shrubs

Norris Design shall prepare the landscape and irrigation construction documents for City of Glendale approval, bidding, and construction of the improvements. The landscape construction documents, specifications, and opinion of probable cost will be assembled and delivered digitally to Ardurra for submittal to the City of Glendale for review and approval. We expect the following tasks:

- A. Prepare 60% landscape and irrigation plans including:
 1. Landscape Plan
 - i. The location and identification of all proposed landscape area to street right-of-way
 - ii. Preliminary data pertaining to the amount of net site area, and the amount of all proposed landscaped areas, required and provided.
 - iii. The approximate location of all proposed trees, shrubs, and other landscape materials and improvements
 - iv. A schedule of all trees and shrubs identified by common and botanical name including the quantity and sizes of each tree, shrub, accent, and groundcover
 - v. Landscape details
 2. Irrigation Plan
 - i. A key map identifying the location of all controllers and the location, addresses and sizes of all water meters
 - ii. A legend showing all symbols utilized in the system
 - iii. Location, brand, model, and size of backflow prevention assembly

- iv. Location, brand, and model numbers of electric controllers
 - v. Size and type of pipe for mains and laterals
 - vi. Size and location of sleeves
 - vii. Location, brand, model, and sizes of all valves
 - viii. Data on valve boxes and covers
 - ix. Location, brand, model, and nozzle size(s) of heads and emitters
 - x. Show any existing irrigation mainlines in the right-of-way
 - xi. Power for irrigation controller to be provided by others
- A. Prepare 60% Landscape & Irrigation Specifications
 - B. Prepare 60% Opinion of Probable Cost related to Landscape/Irrigation Items
 - C. Internal Quality Assurance Review

Deliverables:

- 1. 60% Landscape and Irrigation Construction Documents
- 2. 60% Opinion of Probable Cost
- 3. 60% Landscape and Irrigation Specifications

TASK 2: 100% LANDSCAPE AND IRRIGATION CONSTRUCTION DOCUMENTS

Upon receiving comments from the City of Glendale and the Development Team, Norris Design will modify the landscape and irrigation plans for the 100% Construction Document Submittal. We expect the following tasks:

- A. Prepare 100% landscape and irrigation plans
 - 1. Update plans based on City of Glendale and Development Team comments
 - 2. Update Landscape Plans
 - 3. Update Irrigation Plans
- B. Update the Preliminary Opinion of Probable Cost
- C. Update the Preliminary Data Table
- D. Update Landscape Specifications
- E. Perform Internal Quality Assurance Review

Deliverables:

- 1. 100% Landscape and Irrigation Construction Documents
- 2. 100% Opinion of Probable Cost
- 3. 100% Landscape and Irrigation Specifications

TASK 3: FINAL SEALED LANDSCAPE AND IRRIGATION CONSTRUCTION DOCUMENTS

Upon receiving final comments from the City of Glendale and the Development Team, Norris Design will modify the landscape and irrigation plans for the Final Sealed Landscape and Irrigation Construction Document Submittal. Norris Design anticipates up to two sets of revisions to the permit package based on comments provided by the City of Glendale permitting department. We expect the following tasks:

- A. Prepare final sealed landscape and irrigation plans
 - 1. Update plans based on City of Glendale and Development Team comments
 - 2. Update Landscape Plans
 - 3. Update Irrigation Plans
- B. Update the Opinion of Probable Cost
- C. Update the Data Table
- D. Update Landscape Specifications
- E. Perform Internal Quality Assurance Review
- F. Up to two (2) sets of revisions for permit approval

Deliverables:

1. Final Sealed Landscape and Irrigation Construction Documents
2. Final Sealed Opinion of Probable Cost
3. Final Sealed Landscape and Irrigation Specifications
4. City of Glendale Approved Permit Drawings

TASK 4 – MEETINGS AND COORDINATION

Norris Design anticipates one (1) kick-off meeting, up to three (3) project meetings and will attend up to two (2) comment resolution meetings with the City of Glendale and Design Team. We will be available for on-going project coordination including responding to emails, phone calls, design team and client questions to ensure the highest quality project.

Deliverables:

1. Attend One (1) Kick-Off Meeting
2. Attend up to Three (3) Project Meetings
3. Attend up to Two (2) Comment Resolution Meetings
4. On-going Project Coordination

AGREEMENT QUALIFICATIONS

A. Assumptions

The client shall provide to Norris Design the following information or services as required for performance of the work. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should Norris Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information.

1. Soils/Geology Reports
2. Surveying
3. ALTA Survey
4. Aerial Photography
5. Topographic Survey

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this Agreement. The following information is not a part of the Agreement and would be provided under a separate agreement or as Additional Services if required.

1. Illustrative Graphics
2. Engineering (i.e. – Civil, Electrical, Structural, Mechanical, Traffic, etc.)
3. Site Grading (i.e. Rough grading, Drainage basin design and calculations, Drainage / Utility pipe sizing and spot grades)
4. Site Lighting Design
5. Construction Observation
6. Hardscape Design and Detailing
7. City of Glendale Submittals – To be handled by civil engineer

C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this Agreement.

| <u>Term</u> | <u>Definition</u> |
|-----------------|--|
| Attend | Norris Design will be present at meetings and hearings as described in the task action items |
| Review | Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the Impacts of the consultant teams work on the services provided by Norris Design |
| Assist | Provide input and/or information to the Owner or consultant team to assist them with their work and products |
| Develop | Plans, documents and products generated by Norris Design |
| Coordinate | Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design |
| Provide | Plans, documents and products made available by Norris Design |
| Minor Revisions | Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item |

Limit of work:



TERMS AND CONDITIONS

A. Standard Terms

1. This Agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new Agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this Proposal.
3. Norris Design will invoice work on a monthly basis based on work completed.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
8. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this Agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.

11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this Proposal will be considered additional services.
13. All documents and products developed under this Agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this Agreement.
14. The Client shall have the rights to utilize documents and products, provided under this Agreement, for their intended purpose once all fees have been paid in accordance with this Agreement.
15. If the Client utilizes any documents or products covered under this Agreement, the Client acknowledges that they have reviewed and understand the Information conveyed within said document or product.
16. Any documents or products developed under this Agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
17. Norris Design maintains a policy of supplying single layered graphics files and videos for the client's unrestricted use and retaining the layered files and 3D models under intellectual property rights.
18. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this Agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.
19. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
20. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
21. Norris Design reserves the right to utilize any documents or products developed under this Agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
22. Either party may terminate this Agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
23. If any part of this Agreement shall be held unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.

B. Standard Hourly Rates

| | |
|---------------------|---------------------------|
| Principal | \$120.00 - \$ 250.00/Hour |
| Senior Staff Member | \$ 90.00 - \$ 160.00/Hour |
| Staff Member | \$ 65.00 - \$ 120.00/Hour |
| Clerical | \$ 65.00 - \$ 80.00/Hour |

| | |
|---|------------------|
| C. Fee Schedule | |
| Task 1 – 60% Landscape & Irrigation CDs | \$ 11,200 |
| Task 2 – 100% Landscape & Irrigation CDs | \$ 7,800 |
| Task 3 – Final 100% Sealed Landscape & Irrigation CDs | \$ 4,600 |
| Task 4 – Meetings and Coordination | \$ 5,200 |
| Total Estimated Fee | \$ 28,800 |
| (Anticipated expenses in addition to fees) | \$ 500 |

D. Acceptance and Agreement

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this Proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this Proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

Norris Design-AZ, LLC.

Ardurra



Jason Kuklinski, PLA, CID

Name

Signature

Principal

Title

Name

February 8, 2023

Date

Date