

PROFESSIONAL SERVICES AGREEMENT
AIRPORT LAYOUT PLAN (ALP) UPDATE
AND NARRATIVE REPORT
FOR
GLENDALE MUNICIPAL AIRPORT
PROJECT NO. 141520

**CITY CLERK
ORIGINAL**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Coffman Associates, Inc., a Missouri corporation, authorized to do business in the State of Arizona, ("Consultant") as of the 23 day of June, 2015 ("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. 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.

Contractor must not discriminate against any employee or applicant for employment on the basis 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. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, 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 \$125,000.00 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, Contractor 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 Contractor, 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. **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 **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 Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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 **Contractor'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 Contractor'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.*

8.3 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 Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor 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 Contractor'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.

Contractor'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 Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 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 Contractor, the Project or the insurer.

9. **Immigration Law Compliance.**

9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 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.

10.2 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:

Coffman Associates, Inc.
4835 E. Cactus Road, Suite #235
Scottsdale, AZ 85254
Attn: James M. Harris, President

- 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 Bill Passmore, P.E.
Principal Engineer
5850 West Glendale Avenue
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.

11. **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.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 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.

12.2 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.

12.3 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.

12.4 **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.

12.5 **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.

12.6 **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.

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

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

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

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

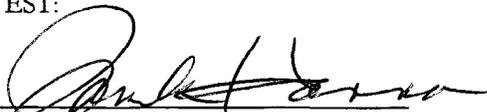
(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation


By: Richard A. Bowers
Its: Acting City Manager

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

Coffman Associates, Inc.,
a Missouri Corporation authorized to do
business in Arizona

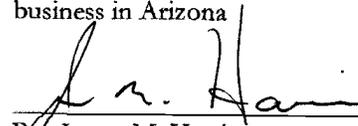

By: James M. Harris
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
Professional Services Agreement

PROJECT

**AIRPORT LAYOUT PLAN (ALP) UPDATE
AND NARRATIVE REPORT
FOR
GLENDALE MUNICIPAL AIRPORT
GLENDALE, ARIZONA
PROJECT NO. 141520
(ADOT GRANT #E5S3F)**

The objective of this effort is to update the Glendale Municipal Airport, Airport Layout Plan (ALP) drawing set (ALP) and provide a narrative report (Narrative Report) supporting the proposed changes and/or revisions to the ALP drawing set. The narrative report will focus on the facility changes and development direction of the airport that has occurred since the preparation of the previous Airport Layout Plan and the 2009 Airport Master Plan.

The ALP Narrative Report will include the identification of existing and future design standards, future facility needs, and capital improvement scheduling and costs. The ALP Narrative Report and the updated ALP drawing set will also reflect new policies and development direction provided by the City of Glendale.

The Consultant (Coffman Associates) will prepare the Narrative Report, including the ALP update, in accordance with Federal Aviation Administration (FAA) requirements, including Advisory Circular (AC) 150/5070-6B, *Airport Master Plans* (as amended), AC 150/5300-13A, *Airport Design* (as amended), and guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 *Standard Procedure for FAA Review and Approval of Airport Layout Plans* (October 1, 2013).

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

**AIRPORT LAYOUT PLAN (ALP) UPDATE
AND NARRATIVE REPORT
FOR
GLENDALE MUNICIPAL AIRPORT
GLENDALE, ARIZONA
PROJECT NO. 141520
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INTRODUCTION

The objective of this effort is to update the Glendale Municipal Airport, Airport Layout Plan (ALP) drawing set (ALP) and provide a narrative report (Narrative Report) supporting the proposed changes and/or revisions to the ALP drawing set. The narrative report will focus on the facility changes and development direction of the airport that has occurred since the preparation of the previous Airport Layout Plan and the 2009 Airport Master Plan.

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ELEMENT 1.0 - NARRATIVE REPORT

Task 1.1 - Inventory Airport Physical Facilities

Description: Perform complete inventory of physical facilities and land uses which presently exist within the boundaries of the airport. The inventory will include an examination of plans and documents as well as a thorough on-site inspection of each physical facility to determine its type, size, and use with specific emphasis on facilities that have changed since the preparation of the previous Airport Layout Plan. The work effort will make maximum use of existing information

available in the Airport and City offices. The following relevant areas are included as a minimum:

Airfield: Record of pavement strengths and conditions (all runways, taxiways, and aprons); lighting and NAVAID systems.

Terminal Complex: cursory overview of functional areas in the terminal building with square footage allocations to tenants.

FBO/GA Services Complex: Square footage of structures and use; fuel storage capacity (by fuel grade) and location of tanks.

Ancillary Facilities: Other businesses on airport (define type of business and building size); and maintenance facilities and description of equipment.

Task 1.2 -Evaluate Existing Documents

Description: Evaluate in detail existing documents and previous planning efforts for their adaptability or use in developing the Narrative Report. These documents will include previous airport studies, area development plans, local and regional aviation forecasts and planning, comprehensive land use plans, and such other documentation as available. Consultant shall obtain and review previous construction as-built drawings, obstruction surveys, and other available plans, drawings, specifications, etc. applicable to the airport.

Task 1.3 – New Color Aerial Photograph for Airport Layout Plan Base Mapping

Description: The Consultant will obtain a new digital electronic color aerial photograph of the Airport and its environs. The photograph will provide specific information for the development of the ALP, such as detail of existing features and recent construction. The aerial photograph of the airport will include existing and potential future airport property, as well as the inner approach surface and departure surface areas. The digital color aerial photography will be used for base mapping and exhibits.

Task 1.4 -Inventory Air Traffic Activity

Description: Air traffic activity data for the airport will be assembled and organized from various sources. Relevant data on general aviation (private and corporate), air taxi, and military activity will be collected. Data will be obtained from the City of Glendale, the FAA Regional/District Office, ADOT MPD – Aeronautics Group, and Fixed Base Operators. The assembled data will include, as available:

- a) Historical operations, including local (touch and go) and itinerant operational splits.
- b) Based aircraft by type, as available.
- c) Estimated use (by percentage) of each runway.

Task 1.5 -Inventory Socioeconomic Data

Description: Obtain available statistical data on historical and forecast socioeconomic factors for the Glendale Municipal Airport service area. These factors will include, at a minimum, employment, income, and population, with emphasis placed upon the identification of specific socioeconomic characteristics of the developed areas in the local environs, as well as trends that have been established for future development and habitation.

Task 1.6 -Review Regional Aviation and Socioeconomic Forecasts

Description: Review and analyze current local and regional socioeconomic forecasts obtained in the inventory element. Similarly, review the forecasts and assumptions of the aviation forecasts prepared by Arizona Department of Transportation -Aeronautics Group (ADOT) for the Arizona Aviation System Plan, and by FAA for its Terminal Area Forecasts. The forecasts prepared for the 2009 Master Plan will also be reviewed and analyzed.

Task 1.7 – Prepare Aviation Demand Forecasts

Description: Develop aviation demand forecasts using both simple and more complex methodologies, taking into consideration forecasts from other sources such as the FAA. Historical aviation activity statistics for the airport will be organized to evaluate airport peaking characteristics and fleet mix ratios. The methodology used in this analysis will involve a variety of techniques that will factor in national transportation statistics, local socioeconomic factors as well as the independent airport data. Correlation analysis techniques will include relatively simple graphical comparisons, as well as more complex regression analysis. Within the forecast chapter, the Consultant will provide a discussion and analysis of the methodologies which are chosen for use in this study and how they have been applied. A final refinement of activity forecasts will be conducted to integrate the effects of changing technology and will result in estimates of aviation demand for the short term (5 Years), intermediate term (10 Years), and long term (20 Years), which will be presented as follows:

- a) General Aviation based aircraft totals and mix
- b) General Aviation annual operations by type (local, itinerant)
- c) Annual instrument approaches (AIA's)
- d) Operational Mix By Type and Airport Reference Code
- e) Critical Design Aircraft

Task 1.8 – Establish and/or Validate Airport Physical Planning Criteria

Description: Identify physical facility planning criteria for use in assessing the adequacy of various airport facilities to meet demands. These criteria shall be based upon the latest FAA requirements and standards as they apply to the level of activity identified, new technology, and role of the airport. These criteria shall include dimensional standards for safety including runway length, runway separation, height restrictions, etc. In addition, these criteria shall include requirements to maintain airspace/air traffic control including approach and runway protection zones, safety areas, and other general physical area requirements such as apron,

terminal/operations, access circulation and parking, hangar and services, administrative, ARFF, and other airport service and support facilities.

Task 1.9 -Prepare Airfield Facility Requirements

Description: Determine and prepare a list of facility requirements needed to meet demands for the airport for existing, short term, intermediate term, and long term time frames. These facility requirements will be used in the later comparative evaluations and will be based upon the airport physical planning criteria, airport forecasts, and the FAA's Terminal Area Forecasts (TAF).

Facility requirements to meet aviation demand for the airfield will include (but not be limited to) runways, taxiways, lighting, navigational aids, and marking and signage. These facility requirements will be developed in the form of gross areas and basic units and will be compared to those that presently exist to identify the future development items needed to maintain adequate service, function, and operations of the airport.

Task 1.10 -Prepare Landside Area Facility Requirements

Description: Using information provided by the aviation planning criteria established under preceding tasks, develop a set of facility requirements addressing the landside facilities necessary to support the airfield and its related activity. Requirements for facilities such as the terminal building, fuel/fuel farm, ARFF, airport maintenance, hangers, FBO areas, automobile parking, and revenue support facilities will be developed under this task.

Task 1.11 – Update the Airport's Recommended Development Concept

Description: Based on the information developed in previous tasks as well as considering the input of the City of Glendale, a single recommended development concept for the airport facilities will be prepared. The recommendation for the most prudent and feasible development concept will become the basis for the development of airport plans, costs, and scheduling.

Task 1.12 -Prepare Airport Development Schedules and Cost Estimates

Description: Based upon the previous evaluations, prepare the airport development schedules to reflect economic feasibility and operational requirements of the recommended development concept. In addition, prepare airport development cost estimates to reflect the requirements and schedule of development associated with the recommended airport concept.

Task 1.13 -Prepare Capital Improvement Program

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

Task 1.14 -Environmental Overview

Description: A preliminary environmental overview will be conducted to identify any potential environmental concerns that must be addressed prior to program implementation. This overview will include an analysis of potential impacts of the short-term projects on environmental resources as defined within FAA's Order 5050.4B, Airport Environmental Handbook, and Order 1050.1E. Projects which may require further NEPA analysis will be identified at this time. The Environmental Overview is not intended to serve as a formal Environmental Assessment under the National Environmental Policy Act (NEPA).

Task 1.15 – Draft Narrative Report

Description: A Narrative Report will be prepared in conformance with and meet the standards of FAA Advisory (AC) 150/5070-6B, Airport Master Plans. Information prepared in the preceding tasks will be incorporated into the narrative report. A draft copy of the report will be provided for the City's review. Up to ten (10) copies of the draft narrative report will be provided for this preliminary review.

Task 1.16 – Coordination Meetings

Description: Up to three (3) coordination meetings are budgeted for the project. The meetings can be used for coordination with, or presentations to, the City, ADOT MPD – Aeronautics Group, FAA, airport users, or other agencies as necessary. One meeting is anticipated to review the Draft Narrative Report.

Task 1.17 – Final Narrative Report

Description: Review comments received from the City will be incorporated into a final Narrative Report. Up to twenty (20) copies of the final Narrative Report will be provided. A CD or DVD containing a PDF copy of the final report will also be provided.

ELEMENT 2.0 - AIRPORT LAYOUT PLAN DRAWING SET

The purpose of this study element is to update the set of Airport Plans for the Glendale Municipal Airport. All plans will be prepared in a format which complies with the content contained within FAA's current guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013), and which is readily acceptable to the FAA and ADOT and can be utilized by the City staff in carrying out implementation. All plans will be produced utilizing AutoCAD software. The AutoCAD drawings, in a version acceptable to the Sponsor, will be a deliverable item to the City at the completion of this project. The Airport Plans will be included as an appendix in the Narrative Report document. A narrative will also be included in the appendix to better describe each drawing and their intended function.

Task 2.1 – Update Airport Layout Drawing and Data Sheet (Sheets 1 and 2)

Description: Following the Recommended Airport Master Plan Concept developed under the preceding element, and FAA AC 150/5070.6B, "Airport Master Plan", an Airport Layout Plan (ALP) for the airport will be prepared utilizing AutoCAD Software. The ALP will reflect updated physical features, location of airfield facilities (runways, taxiways, nav aids), and existing landside development. Development of recommended landside and airfield facilities, including runways and taxiways; property and runway protection zone boundaries; and revenue support areas will also be shown. Guidelines for the preparation of an airport layout plan as defined by the FAA Airports ARP SOP 2.00 Standard Procedure for FAA Review and Approval of Airport Layout Plans (October 1, 2013) will be followed.

Task 2.2 – Update the Terminal Area Drawing (Sheet 3)

Description: Update the Terminal Area Drawings reflecting recommended development on the landside development areas as resulting from the recommendations of this study.

Task 2.3 -Update Part 77 Airspace Drawings (Sheets 4 and 5)

Description: Update the existing and ultimate Airport Airspace Drawing(s) in conformance with 14 CFR Part 77. The set will include an identification of obstructions and an obstruction data table. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available). U.S.G.S. base maps will be superimposed on the airspace drawing. A plan for the disposition of the obstructions, as identified, will also be included as part of the obstruction data table.

Task 2.4 -Update Inner Approach Surface Drawing (Sheets 6 and 7)

Description: Update the existing inner portion of the approach surface drawing in accordance with Appendix F of FAA AC 150/5070-6B, Airport Master Plans. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available). The Inner Approach OFZ Drawing will also be updated.

Task 2.5 – Update the Departure Surface Drawing (Sheet 8)

Description: Prepare new departure surface drawings in accordance with FAA AC 150/50706B, Airport Master Plans. Obstruction information will be obtained from existing approach plans, obstruction surveys, new aerial surveys, and the current Airport Obstruction (OC) chart (as available).

Task 2.6 – Update the On-Airport Land Use Drawing (Sheet 9)

Description: A land use plan for the area within the boundaries of the airport will be prepared, based on the identified overall development concept. This will include airfield development areas, general aviation areas, ground access and vehicular circulation system service areas, and distinctions between aeronautical and non-aeronautical uses (if any).

Task 2.7 – Update the Airport Property Map – Exhibit A (Sheet 10)

Description: Update the Exhibit A - Airport Property Map, including the appropriate graphics and information to indicate the type of acquisition (i.e., federal funds, surplus property, local funds only, etc.) of various land areas within the airport's boundaries. The primary intent of the drawing is to identify and/or delineate all designated airport property owned or to be acquired by the airport owner. The drawing will provide an inventory all of the parcels which currently make up the airport, or are proposed for acquisition by the airport. The drawing will inventory all of the parcels, which currently make up the airport, or are proposed for acquisition by the airport sponsor. Details will be limited to the depiction of existing and future facilities (i.e., runways, taxiways, runway protection zones, and terminal facilities) which would indicate aeronautical need for airport property. This work effort will utilize information obtained from the current "Exhibit A - Property Map" as well as other sources. The Property Map will be updated in conformance with the guidelines outlined in FAA Airports ARP SOP 3.00 Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (October 1, 2013). The City will provide historical information regarding the acquisition of existing airport property and easements (including FAA and ADOT Grant information), as well as boundary surveys, if needed.

Task 2.8 -Preparation of Draft ALP Drawing Set

Description: Preparation of up to five (5) copies of the "Draft" ALP drawing set for submission to the Sponsor, and subsequent comprehensive agency review by FAA and ADOT. Drawings will be a minimum size of 24" x 36". FAA and ADOT reviews will be concurrent. Drawings will be submitted with or prior to publication of the Draft Narrative Report. PDF copies of the drawings will also be provided on a CD for submittal to the FAA.

Task 2.9 -Preparation of Final ALP Drawing Set

Description: Revise the Draft Airport Layout Plans and Drawings prepared in Task 7.8 to reflect comments received from the PHX-ADO review. Upon approval from the Sponsor, provide up to six (6) copies of the revised full ALP drawing sets to the Sponsor for their signature. The Sponsor will forward the signed drawings to the PHX-ADO for final approval.

General project administration services may include:

- Coordinating with the City Project Team and the FAA.
- Attending project meetings as necessary; chairing periodic regular meetings and any additional meetings as required; setting agendas and preparing and distributing meeting minutes.
- Submitting and retrieving all documents to the various required reviewing agencies.
- Preparing and maintaining a project schedule after meeting with the designated City Project Manager to determine appropriate submittal deadlines and to coordinate project submissions.
- Assisting the City in obtaining all approvals required for the Project.

- Submitting a monthly progress report to the City, as well as a quarterly project cash flow schedule.
- Prepare a significant event calendar. The initial schedule should show the original start date with initial completion date as a reference and general time frames for project milestones. .
- Invoices: The Consultant shall submit monthly project invoices. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined by the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the total percent complete. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks.

The Consultant shall submit one hard copy invoice to the City Project Manager, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301.

- Cash Flow: The cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. The Consultant will collect or estimate the cash flow information and will use the Excel four (4) page workbook provided by the city. The Consultant will complete the applicable four (4) page worksheet and send it electronically to Gloria Olaya (golaya@glendaleaz.com)) with the Engineering Department. To request an electronic form, address requests to the above. To request by telephone, call 623-930-3630.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

EXHIBIT C
PROJECT SCHEDULE
FOR THE
GLENDALE MUNICIPAL AIRPORT
AIRPORT LAYOUT PLAN UPDATE AND NARRATIVE REPORT

Element	MONTHS												
	1	2	3	4	5	6	7	8	9	10	11	12	
Initiation/Inventory	█	█											
Aviation Forecasts *		█	█	█									
Facility Requirements			█	█	█								
Rec. Development Concept.					█	█	█						
Capital Improvement Program							█						
Airport Plans (Draft)		█	█	█	█	█	█						
Narrative Report (Draft)							█	█	█				
FAA ALP Review *							█	█	█				
Narrative Report (Final)									█	█			
Airport Plans (Final)									█	█			

** The overall project schedule will be dependent upon FAA's review and approval of the Aviation Forecasts and the Airport Layout Plan (ALP).*

EXHIBIT D
Professional Services Agreement

**Airport Layout Plan (ALP) Drawing Set Update and
Narrative Report for Glendale Municipal Airport**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to **Coffman Associates**, for full completion of all work required by the Project during the entire term of the Project must not exceed **\$125,000.00**.

DETAILED PROJECT COMPENSATION

See attached spreadsheets for detail

ALP Drawing Set Update and Narrative Report Glendale Municipal Airport Fee Schedule		
TASK	HOURS	COST
Element 1.0 – Narrative Report	312	\$58,028.00
Element 2.0 - Airport Layout Plan Drawing Set	272	\$39,268.00
Total Hours	584	
Sub-Consultant Allowance – Element 1.0		\$17,500.00
Reimbursable Expenses		\$5,204.00
Owner Contingency		\$5,000.00
TOTAL PROJECT COST:		\$125,000.00

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.