

PROFESSIONAL SERVICES AGREEMENT
FOR LANDSCAPING AND
IRRIGATION IMPROVEMENTS

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and J2 Engineering & Environmental Design, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Consultant") as of the 5 day of September, 2014 ("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 A**.
- 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. 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. Contractor also agrees to specifically comply with HUD Section 3, as provided in Exhibit A.

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 \$12,561.00 plus applicable sales tax, 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 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.
- 8.8 Indemnification.
 - a. To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
 - c. Contractor 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.

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:

J2 Engineering and Environmental Design, LLC
Attn: Jeff Engelmann, RLA
4649 East Cotton Gin Loop, Suite B2
Phoenix, AZ 85040

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

City of Glendale
c/o Elaine Adamczyk
Community Housing Manager
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 ends on January 17, 2015. Because the work herein is being paid using CDBG grant monies, all work must be completed on or before January 17, 2015, unless the terms and conditions of the grant are extended. In the event the CDBG grant is extended, the term of this Agreement may be extended for a like period of time, upon the mutual agreement of the parties. Any extension shall be contained in a signed writing, executed by both parties.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit C**. 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	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

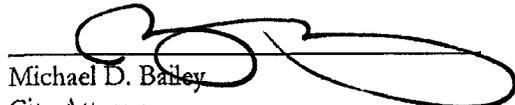


By: Brenda S. Fischer
Its: City Manager

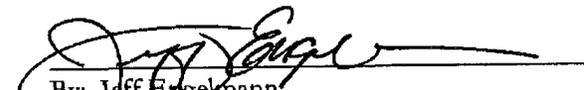
ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

J2 Engineering and Environmental Design, LLC,
an Arizona limited liability company

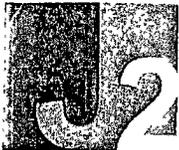

By: Jeff Engelmann
Its: R.L.A.

09.25.14

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)



engineering and
environmental design

July 1, 2014

Mr. Fred Abraham, Maintenance Supervisor
City of Glendale Community Housing Division
6842 N 61st Avenue
Glendale, AZ 85301

Re: City of Glendale, Cholla Vista Apartments Landscape and Irrigation Improvements

Mr. Abraham,

J2 Engineering & Environmental Design (J2) is pleased to provide professional landscape architectural and irrigation design services to the City of Glendale for the Cholla Vista Apartment Complex Landscaping and Irrigation improvement project. The scope of services and fees are based upon our understanding of the project from our scoping meeting held with the City on June 26th and our site visit to the project.

Project Understanding: The Cholla Vista apartment complex is located at 5320 W. Maryland, and it is the Housing Division's intent to remove all existing turf areas and convert these areas into easily maintainable and aesthetically interesting xeriscape garden areas. The city has received a CDBG grant for approximately \$114,000 which includes design and construction fees to complete this effort. All funds are to be used by January 17th 2015. Construction needs to begin no later than December 1st, 2014,

Construction Document Plan Preparation

Total Contract Amount **\$12,561.00**

Thank you again for the opportunity to be of service to the City of Glendale for this project. We are prepared to begin work immediately upon notice to proceed. Please do not hesitate to call with any questions.

Sincerely,

Jeff Engelmann, RLA, ASLA
Principal

CC: Dirk DeWitt, Adam Hawkins

4649 F Cotton Gin Loop, Suite B2
Phoenix, AZ 85040
voice 602.438.2221
fax 602.438.2225

Scope of Services

City of Glendale

Cholla Vista Apartments Landscape and Irrigation Improvements

Project Overview:

J2 Engineering and Environmental Design, Inc. (J2) will furnish the following design work for the project in relationship to the landscape and irrigation system improvement efforts:

1. Convert the City of Glendale's subsidized housing complex as-built documents into cad based design files and produce a base file for the purpose of field review and final design. The subsidized housing complex as-built documents will be provided to J2 by the City of Glendale.
2. Conduct a field review of the entire existing subsidized housing complex irrigation system to determine required repairs and improvements to this system for its continued use.
3. Develop a planting palette of acceptable xeriscape materials including groundcovers, accents, shrubs, and trees that will require minimal maintenance.
4. Prepare construction plans, details and specifications to implement the desired planting and irrigation system improvements
5. Meet and review the initial construction plans, details and specifications with the City of Glendale's Community Housing Division representative.
6. Revise initial construction plans, details and specifications based on input from previous meetings to ensure a bid ready package. Provide opinion of probable cost estimates to the City for review.

All plan sheets, reference files, special provisions and cost estimates will be prepared to conform to the latest City of Glendale standards and design guidelines. J2 will apply standard QA/QC processes and have available for City review the QA/QC documents. Upon Project completion J2 will prepare record CD's of all plan files and special provisions for City of Glendale files.

The following is a listing of activities and deliverables at the different project milestones:

Task 100 – Base Plan Preparation, Field Review, Plant Palette and Irrigation Equipment Lists

J2 shall prepare computer based design files from paper as-built files provided by the City of Glendale's Community Housing Division

J2 shall perform a field investigation to identify existing conditions and identify other issues that will impact the improvement plan designs. J2 will meet with the City's site maintenance personnel during our field investigation to determine potential site irrigation sourcing and discuss other site design issues.

J2 will attend one (1) meeting to discuss the subsidized housing complex's current landscape plant palette and irrigation requirements and review potential alternatives.



Task 100 deliverables:

1. Prepare plant palette and irrigation equipment list for City review and approval. Plant palette and irrigation equipment list will be provided to City as an 8 ½" x 11" format for review. J2 shall submit three (3) hard copies and one electronic copy to the City for review.

Task 100 meetings: J2 estimates each meeting to be 1 hour in duration including travel time to and from the meeting and an hour to prepare meeting minutes for a total of two hours per meeting. J2 will have two (2) staff at each meeting. J2 will produce and distribute the meeting notes following each meeting. The meeting location will be secured and scheduled by the City.

1. J2 will attend one (1) meeting to discuss the subsidized housing complex's landscape and irrigation requirements and alternatives.

Task 200 – 90% Design Development

J2 shall be responsible for preparation of construction documents to a 90% level of completion required for the programmed planting and irrigation improvement design.

J2 will attend one meeting to review and discuss with the City of Glendale's Community Housing Department's representative regarding the 90% improvement plans.

Task 200 deliverables:

1. Planting and Irrigation plans, details and specifications. Plans: Bond Plots at 24" x 36", and half size (not to scale) 11" x 17" prints. J2 will submit three (3) sets of each size for City review.
2. Cost estimates: 8 ½" x 11" J2 will submit three (3) sets for City review.
3. Plan Specifications: 8 ½" x 11" J2 will submit three (3) sets for City review.
4. J2 will submit one disc copy of all of the above documents in PDF format to the City

Task 200 meetings: J2 estimates each meeting to be 1 hour in duration including travel time to and from the meeting and an hour to prepare meeting minutes for a total of two hours per meeting. J2 will have one (1) staff at this meeting. J2 will produce and distribute the meeting notes following each meeting. The meeting location will be secured and scheduled by the City.

1. J2 will attend one (1) meeting to discuss the review comments from the 90% submittal.

Task 300 – Final Design Development (Bid Set)

After receiving comments from the City on the 90% Design Development plans, specifications and estimates J2 will develop Final Sealed Construction Documents for bidding. This set will be sealed by licensed professionals for areas under their individual responsibilities. The plans will be submitted to City for release to bidders.

J2 shall be responsible for preparation of final sealed construction documents that are bid ready.

J2 will update the Planting & Irrigation Improvement plans, details and specifications based on



comments received from the 90% submittal.

Task 300 deliverables:

Final Sealed Bid Set deliverables:

1. Planting and Irrigation plans, details. Plans: Bond 24" x 36", and half size (not to scale) 11" x 17" prints. J2 will submit one (1) set of each size for City reproduction and bidding.
2. Cost estimates: 8 ½" x 11" J2 will submit one (1) set for City records.
3. Plan Specifications: 8 ½" x 11" J2 will submit one (1) set of sealed specifications City records and bidding.

Task 300 meetings: No Meetings associated with this task item.

General Understanding

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

The COG shall make available to the Design Team existing available data and records relevant to the site that the City has available.

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

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

The COG shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services or the time schedule of the Design Team in the performance or furnishing of the required services for the project, or any defect or non-conformance in the Design Team's services or in the work of any sub-contractor or sub-consultant.

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

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the COG to investigate and make these environmental or cultural determinations based



on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the COG and MAG design and construction standards and specifications.

Project Assumptions

1. Plans, and details will be done on 24" x 36" project sheets.
2. Specifications and cost estimates at 8 ½" x 11".
3. All work will conform to City of Glendale's requirements.
4. Cadd work will be completed utilizing AutoCAD 2013.
5. Design fees are broken down into the following categories based on project needs and are itemized on the attached fee schedules:
 - TASK 100 - Plan Preparation / Site Inspection
 - TASK 200 - 90% Design Development
 - TASK 300 - Final Design Development (Bid Set)
6. J2 is producing the base plan files created from existing as-built documents provided by the City of Glendale and field reviews. J2 is not to be held responsible for the accuracy of below ground piping, wiring or other items that are not readily apparent fro City provided information.

The Following Tasks are Not Included in this Scope of Services:

1. Survey Work.
2. Environmental and or Cultural Surveys and or Clearances.
3. Utility Relocations and or extensions.
4. Utility Potholing.
5. Geotechnical Soil Testing and Investigation.
6. Structural Engineering.
7. Electrical Engineering.
8. Reproduction of Bid Sets.
9. Production of As-Built drawings.
10. Development and Issuance of Construction Change Orders.
11. Certificates of Substantial Completion.
12. Material Testing.
13. Construction Administration.
14. Post Design Services including review or approval of shop drawings.



J2 Engineering & Environmental Design, Inc
 4649 E Cotton Gin Loop, Suite B2
 Phoenix, AZ 85040
 Phone: (602) 438-2221
 FAX: (602) 438-2225

Project Name City of Glendale
 Subsidized Housing
 Turf Conversion Project
 Contract No..

DERIVATION OF COST PROPOSAL SUMMARY

(Round Figures to the nearest \$1 00)

ESTIMATED DIRECT LABOR

Classification	Estimated Person-Hours	Average Hourly Rate	Labor Costs	
Project Landscape Architect	7	\$113.84	\$797	
Landscape Designer	16	\$74.64	\$1,194	
CADD/Technician	32	\$87.71	\$2,807	
Total Hours	55	Total Estimated Labor	\$4,798	
			Total Estimated Labor:	\$4,798
			Negotiated Overhead @ 136.02% of Direct Labor	\$6,526
			J2 Sub-Total Estimated Labor and Overhead:	\$11,324

ESTIMATED DIRECT EXPENSES

(Listed by item at Estimated Actual Cost - NO MARKUP)

	Total
Outside Reproduction	\$0.00
Outside Messenger Service	\$0.00
Personal Mileage	\$48.00
Miscellaneous	\$0.00
	Total Estimated Expenses \$48

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

(Listed by Firm or Name at estimated Cost to you - NO MARKUP)

None

Total Estimated Outside Services:	\$0
Total Estimated Cost J2 and Subconsultant	\$11,372
Fixed Fee (D.L. + O.H.) X 10.5%	\$1,189
Total Estimated Cost:	\$12,561

J2 Engineering and Environmental Design, LLC


 Jeff Engelmann, Project Principal


 Date

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Glendale

Subsidized Housing-Irrigation Audit

J2 Engineering & Environmental Design

DERIVATION OF COST PROPOSAL SUMMARY

Labor Hours by Task

Task	Description	Project LA	Design LA	Technical Cadd	Total Hours
100	Plan Preparation/Site Inspection	5	7	8	20
	Project administration & coordination	0	1		1
	J2 shall prepare computer based design files from paper as-built files provided by the City of Glendale's Community Housing Division		1	8	9
	J2 shall perform a field investigation to identify existing conditions and other issues that will impact the improvement plan designs & meet with City Maintenance Staff on site.	3	3		6
	Meetings:				
	J2 will attend one meeting to discuss the subsidized housing complex's landscape and irrigation requirements and alternatives	2	2		4
200	90 % Design Development	1	7	16	24
	90% Construction Documents Plan Preparation	1	5	16	22
	Meetings:				
	J2 will attend one meeting to review and discuss the comments from the City of Glendale's Community Housing Department's representative regarding the 90% improvement plans.	0	2		2
300	Final Design Development (Bid Set)	1	2	8	11
	Final Construction Documents Plan Preparation	1	2	8	11
					0
	Labor Classification Totals	7	16	32	55

DERIVATION OF COST PROPOSAL SUMMARY FOR SPECIFIC TASK

City of Glendale

Subsidized Housing-Irrigation Audit

J2 Engineering & Environmental Design

Turf Conversion Project

Direct Expenses by Task

Task	Description				
100	Plan Preparation/Site Inspection				
		UNIT	UNIT COST	QTY.	TOTAL COST
	Reproductions				
	Half Size Plans	Each	0.15	0	\$0.00
	Full Size Plans (Bond)	Each	6.50	0	\$0.00
	Scan Old Paper Plans to Scale	Each	6.50	0	\$0.00
	8.5 x 11 Copies	Each	0.10	0	\$0.00
	Total Reproduction				\$0.00
	Postage/Overnight Mail/Outside Messenger Service				
	Postage/Messenger Service	Each	15.00	0	\$0.00
	11" x 17" Postal Transmittal	Each	5.50	0	\$0.00
	Standard Letter	Each	0.74	0	\$0.00
	Total Postage/Overnight/Messenger				\$0.00
	Transportation				
	Round Trip to Site-36 Mile x 1	Mile	\$0.445	36	\$16.02
		Mile	\$0.445	0	\$0.00
	Total Transportation				\$16.00
	Total Task 100				\$16.00
200	90 % Design Development				
		UNIT	UNIT COST	QTY.	TOTAL COST
	Reproductions				
	Half Size Plans	Each	0.15	0	\$0.00
	8.5 x 11 Copies	Each	0.10	0	\$0.00
	24" x 36" Bond	Each	6.50	0	\$0.00
	24" x 36" Mylar	Each	12.00	0	\$0.00
	Total Reproduction				\$0.00
	Postage/Overnight Mail/Outside Messenger Service				
	Postage/Messenger Service	Each	15.00	0	\$0.00
	11" x 17" Postal Transmittal	Each	5.50	0	\$0.00
	Standard Letter	Each	0.74	0	\$0.00
	Total Postage/Overnight/Messenger				\$0.00
	Transportation				
	Round Trip to Site-36 Mile x 1	Mile	\$0.445	36	\$16.02
		Mile	\$0.445	0	\$0.00
	Total Transportation				\$16.00
	Total Task 200				\$16.00
300	Final Design Development (Bid Set)				
		UNIT	UNIT COST	QTY.	TOTAL COST
	Reproductions				
	Half Size Plans	Each	0.15	0	\$0.00
	8.5 x 11 Copies	Each	0.10	0	\$0.00
	24" x 36" Bond	Each	6.50	0	\$0.00
	24" x 36" Vellum	Each	8.00	0	\$0.00
	24" x 36" Mylar	Each	12.00	0	\$0.00
	Total Reproduction				\$0.00
	Postage/Overnight Mail/Outside Messenger Service				
	Postage/Messenger Service	Each	15.00	0	\$0.00
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	Transportation				
	Round Trip to Site-36 Mile x 1	Mile	\$0.445	36	\$16.02
		Mile	\$0.445	0	\$0.00
	Total Transportation				\$16.00
	Total Task 300				\$16.00
Total of Direct Costs for all Tasks					\$48.00

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be paid in the amounts and according to the schedule contained in paragraphs 4 and 5 of the agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to contractor for full completion of all work required by the project must not exceed \$12,561.00 plus sales tax.

DETAILED PROJECT COMPENSATION

Please see attached cost proposal summary for breakdown of direct labor cost, direct expenses, and contingencies, which total \$12,561.00 plus sales tax to complete and include the following tasks.

Task 100 – base plan preparation, field review, plant palette and irrigation lists

Task 200 – 90% design development

Task 300 – final design development (Bid set)

J2 Engineering & Environmental Design, Inc.
 4649 E Cotton Gin Loop, Suite B2
 Phoenix, AZ 85040
 Phone: (602) 438-2221
 FAX: (602) 438-2225

Project Name: City of Glendale
 Subsidized Housing
 Turf Conversion Project
 Contract No.:

DERIVATION OF COST PROPOSAL SUMMARY

(Round Figures to the nearest \$1.00)

ESTIMATED DIRECT LABOR

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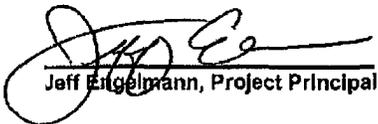
ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

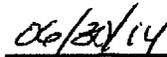
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None

Total Estimated Outside Services:	\$0
Total Estimated Cost J2 and Subconsultant	\$11,372
Fixed Fee (D.L. + O.H.) X 10.5%	\$1,189
Total Estimated Cost:	\$12,561

J2 Engineering and Environmental Design, LLC


 Jeff Engelmann, Project Principal


 Date

**EXHIBIT C
CONSTRUCTION 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 5 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 ten (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 shall 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, Contractor 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 Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor 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 Contractor.
- 4.2 Liens. City or Contractor 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.

EXHIBIT C
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.

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- 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.