

SMALL PURCHASE CONTRACT BETWEEN
THE CITY OF GLENDALE, ARIZONA AND Kimly-Horn and Associates

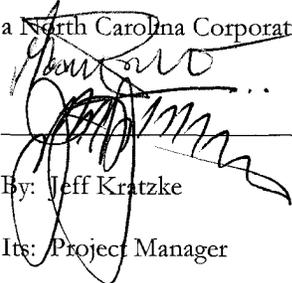
THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 9th day of November 2015 between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and Kimly-Horn and Associates, (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the invoice or work order ("Services"), attached as **Exhibit A** and incorporated herein by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**
2. Compensation. City shall pay Contractor a maximum contract price of \$ 4,800 for the Services as set forth in **Exhibit B** and incorporated herein by reference. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$10,000.00 in the aggregate.
3. Term. This Contract shall be effective as of the date set forth above and shall remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.
4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.
5. Insurance, Bond and Indemnification.
 - (a) Contractor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.
 - (b) Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations, including, but not limited to, those provisions regulated by the Arizona Registrar of Contractors and the City Engineering and Building and Safety Department. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.
 - (c) To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract.
6. Applicable Law: Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.
7. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

8. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.
9. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.
10. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
11. Non-Discrimination Policies. 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.

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

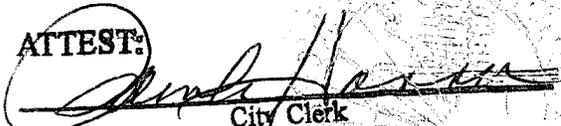
Kimly-Horn and Associates
 a North Carolina Corporation


 By: Jeff Kratzke
 Its: Project Manager

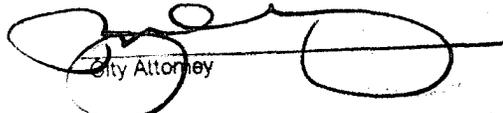
City of Glendale, Arizona
 an Arizona municipal corporation


 By: Richard A. Bowers
 Its: Acting City Manager

KHAMT
 50

ATTEST:

 City Clerk

Approved as to form


 City Attorney



October 8, 2015

Mike Gregory, CPRP
Glendale Community Services
Parks, Recreation & Neighborhood Services Administrator
5959 W. Brown Street
Glendale, AZ 85302

Re: Professional Services Agreement

Dear Mike:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to City of Glendale ("Client") for providing a Professional Assessment Report of the Existing Landscape and Hardscape Conditions at Murphy Park.

Project Understanding

Murphy Park has long been recognized as the 'Central Park' of downtown Glendale and has been the focal point of many major community events throughout the year. The Park is in need of renovations to address maintenance and sustainability concerns. A Professional Assessment of the existing conditions and Recommendations for Solutions will assist the City in making renovation investment decisions.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

MURPHY PARK EXISTING CONDITIONS ASSESSMENT AND RECOMMENDATIONS

1.0 On-Site Analysis

KH Landscape Architects will perform an on-site review of landscape and hardscape conditions and document the results with field notes.

[Deliverables: Field Notes]

2.0 Existing Conditions and Recommendations

KH Landscape Architects will develop a site diagram utilizing an aerial background combined with site photos to identify issue areas. The diagram graphic will be combined with a Recommendations Table and Key Notes.

[Deliverables: Aerial & Site Photo diagram; Recommendations Table keyed to the Site Diagram]

3.0 On-Site Recommendations Review Meeting

KH will meet with Client representatives on-site to review the Assessment Recommendations

[Deliverables: Meeting Notes]

4.0 Summary Report

KH will make any necessary Recommendation revisions based on the On-Site review and prepare a brief (2-3 page) Executive Summary Report to document the overall Assessment process and outcomes.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Formal Presentations to City staff or Council
- Master Planning
- Design and Construction Documents
- Technical Specifications
- Meetings beyond those identified above

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Master Planning
- Design and Construction Documents
- Technical Specifications
- Formal Presentations to City staff

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Grant access to the Murphy Park Site to assess existing conditions.
- Provide any as-built plans that could assist the assessment process
- Presentations to City staff

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Complete the Assessment and Recommendations process and deliverables with one month upon Notice-to-Proceed.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid

directly by the Client; should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client.

Task 1.0	\$600.
Task 2.0	\$2,500.
Task 3.0	\$600.
Task 4.0	\$1,100.

Total Lump Sum Fee **\$4,800.**

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Glendale.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Request for Information

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners