

PROFESSIONAL SERVICES AGREEMENT
NEW POLICE EVIDENCE STORAGE FACILITY
PROJECT NUMBER: 202149

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Arrington Watkins Architects, LLC, an Arizona limited liability company, ("Consultant") as of the ____ day of _____, 2021 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$798,492 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

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

5. Billings and Payment.

5.1 Applications.

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

5.2 Payment.

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

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

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

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

6. Termination.

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

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

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

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

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

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

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

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$2,000,000 for each claim and a \$4,000,000 annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.

- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Kyle Swanson, Principal Architect
 Arrington Watkins Architects, LLC
 5240 N. 16th Street, Suite 101
 Phoenix, AZ 85016

- 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 Eddie Garcia, Principal Architect
 City of Glendale Engineering Department
 5850 West Glendale Avenue, Suite 315
 Glendale, Arizona 85301

With required copy to:

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

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

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

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

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

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

14.2 Interpretation.

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

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

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

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

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

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

15. Term.

15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a three (3) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

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

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

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

Exhibit A Project
Exhibit B Scope of Work
Exhibit C Schedule
Exhibit D Compensation

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

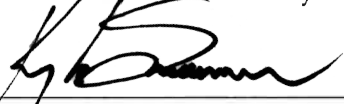
ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Arrington Watkins Architects, LLC,
an Arizona Limited Liability Company

 11-30-21

By: Kyle Swanson
Its: Principal Architect

EXHIBIT A
Professional Services Agreement

PROJECT

The project consists of primarily a Police Evidence Storage Building and placement of a future crime Lab. The Evidence area may be approximately 25,000 square feet +/- and the future Crime Lab may be up to 20,000 square feet. The final size of both areas will be analyzed and verified during the programming task and dependent on the overall construction budget. The goal is to maximize the program area and vision to the budget. It is currently envisioned that the Evidence building will be a standalone facility and the crime lab will be part of a future expansion or a separate structure. The Evidence building is expected to be one-story with tall high rack storage areas that may include a mezzanine if feasible. The project will be located at 6420 W. Myrtle Ave., which was an existing site of a mobile home park and is adjacent to the existing City Field Operations Complex.

The site will be cleared by the City of Glendale except for underground utilities. Those will need to be abandoned or removed as part of this effort. Environmental studies of the site are NOT required as part of this scope. An updated Drainage Report, including the basin west of the site is to be provided by the design team. A perimeter site wall / fence will be required for secure areas. Freestanding canopies within the exterior storage yard may be included as an option to assist in shade control for select areas. Covered parking is also an option that will be discussed. The location, size and configuration of freestanding canopies may be identified on the site plan along with a basis of design specification. The engineering and permitting of any potential canopies will be considered a deferred submittal and handled by the CMAR contractor.

The exterior of the building may be either concrete or masonry bearing walls for security and durability. AW understands that tilt-up concrete walls are an option and other construction systems, including pre-engineered building structures will be considered based on budget. The aesthetic design will attempt to be similar and blend with the surrounding buildings at the Field Operations Complex.

FF&E will be coordinated during design and adhere to the City of Glendale standards. The standards shall be provided to the design team by you. All storage racks, shelving and evidence processing equipment shall be coordinated in the design scope of work. The coordination and specifying of material handling equipment for evidence areas will also be included. All specialized storage and processing areas such as the drug room that require enhanced or special exhaust requirements will be provided in the design. The chain-of-custody for evidence will be maintained and reviewed during the programming and design activities.

The crime lab portion of the project will consist of only programming and validating the overall size and components of the future lab. Both the evidence storage and crime lab portions will include conceptual floor plan design for adjacencies, circulation, and functionality. Further development of the crime lab beyond this basic conceptual design and identification of an overall footprint is not included for the remainder of the project.

The project will utilize the CMAR delivery method, and the design team will coordinate with the CMAR contractor to develop and refine the final stages of design. The CMAR contractor will be brought on-board before or during the Schematic Design Task.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See attached

SCOPE OF WORK

The proposed scope for this project includes the following major tasks:

A. General Project Management - Ongoing

1. This ongoing task primarily deals with managing the scope, schedule, budget and being responsive to the Owner and project team.
2. AW will facilitate project meetings during the design phase. The purpose of the meetings will be to report on project issues, work in progress, work completed, schedule review and to seek input on planning and design.
3. AW will establish meeting times, prepare meeting agendas, prepare meeting minutes to document decisions & action items during the design phase.
4. Coordinate with private and public agencies and utilities for requirements.
5. Create written monthly progress report to city for billing during design phase.
6. Assist the City staff with Council presentations, public meetings, and other related public involvement activities if needed – (3) presentations are included.
7. Coordinate with the CMAR.
8. The number of meetings is stipulated in each of the design & construction tasks.

B. Task 1: Programming for Evidence Building and Crime Lab

1. This task primarily deals with identifying and understanding the complete project scope regarding specific rooms, spaces, and sizes for both evidence and crime lab portions, including validation of the construction budget.
2. AW and Crime Lab Design will meet with Police Department and City officials to discuss the requirements for both portions of the project.
3. The architect shall lead the programming efforts and with the Owner and Users to identify the project values, goals, and objectives.
4. In addition, future needs and potential expansion will be discussed and documented in the program.
5. The spatial requirements for Property & Evidence functions are well understood by AW. We will develop a Program Document in conjunction with Crime Lab Design that will outline the space needs for both portions of the project. Spreadsheets shall include all spaces (interior & exterior) and square footage requirements. The spreadsheet shall sum the net area requirements and gross up factors shall be applied to account for circulation & wall thicknesses. AW will also utilize select room diagrams, sketches and/or photos to help illustrate ideal layout of spaces with equipment, shelving, security concerns, temperature requirements, electrical needs, and anticipated finishes.

6. Limited written narratives shall also be utilized to help describe the anticipated characteristics, Owner preferences, adjacencies, materials & general quality of the project.
7. A blocking / massing diagram will be prepared to show adjacencies and functional relationships.
8. AW will review staff information for who will occupy the project site. We will also review any additional information given to AW.
9. AW will tour the existing evidence facilities and make note of existing conditions and use of space.
 - a We will calculate the approximate volume of existing evidence storage capacity for each area.
 - b Glendale Evidence staff shall provide AW historical records of evidence inventory.
 - c AW will analyze the data provided and make reasonable growth projections to help size various storage areas.
10. AW will collect information on existing facilities, record drawings, surveys, applicable building codes and City standards that are made available to AW.
11. Up to five on-site or online meetings are anticipated with the architect and/or Crime Lab Design. Consulting engineers will attend select meetings as needed to validate their scope & requirements for the program. Owner agrees to make available the appropriate staff, users & city personnel on a timely basis to conduct these meetings.
12. AW will attend one tour of a similar evidence facility within the valley with Glendale personnel. Facility will be chosen during programming.
13. The schedule for this task is expected to be approximately five weeks depending on meeting dates and schedule availability.
14. **Survey:** Perform a survey of the site as described in the civil proposal. Deliverable to be a topographic survey and basemap.
15. **Geotechnical / Soils Report:** AW will manage and coordinate with Ninyo & Moore for the preparation of a geotechnical evaluation as described within Ninyo & Moore's proposal. AW (with civil & structural input) will prepare an exhibit showing the proposed boring locations and transmit this to Ninyo & Moore for their work. AW will also review and distribute the completed geotechnical report to all project team members, CMAR & Owner.
16. Create a draft programming document for City review.
17. Pick-up and respond to all comments from the draft review.
18. Issue a final Program Document for the project.
19. Coordinate with estimator to develop a Conceptual Cost Estimate based on the program documents & site information prepared.
20. Format of deliverables to be PDF's.

C. Task 2: Schematic Design (30% Design Documents)

1. Based on the Owner's approval of the Program Document and budget for the cost of the work, the design team will begin Schematic Design.

2. This task includes the initial concept planning, layout of the site plan and preliminary building floor plans for both the evidence and crime lab portion.
3. The conceptual design and drawings developed during this task will form the basis of the Glendale Site Plan Review and scope for Design Development. It includes the following subtasks:
 - a AW will develop up to (2) two initial options for the site layout, including the building extents, parking layout, site circulation, driveways, gates, and perimeter fencing.
 - b Develop up to (3) three conceptual floor plans showing the functional relationships of spaces, internal circulation, and general size & configuration of the building(s). The conceptual floor plans will anticipate areas for building expansion. These initial plans will only indicate rooms, doors, windows, and wall locations. Spaces will be color coded to the developed program and show compliance with the program. This will include both the evidence and crime lab areas.
 - c (2) Two Owner meetings are anticipated during this task to present the conceptual site plans and floor plans to the project team and user groups. Based on these meetings, a preferred option shall be selected by the City of Glendale for continued development. This will conclude the level of development for the crime lab portion of the project, and it will establish the footprint area of the building and relationship to the site components.
 - d Based on the selected option and comments received, AW will coordinate with the design consultants and refine both the site plan and floor plan of the evidence facility.
 - e AW will also continue development of the building to include elevations, 3D views, and a minimum of (2) two building sections that are derived from the BIM model. Site plan will include conceptual utility connections and grading concepts.
 - f (2) Two follow up client meetings are anticipated to present the refined site plan and building design to the City and Police Department. These meetings will be utilized to receive additional input and comments from city planning and Owner / Users. These plans will form the basis of the formal Schematic Design submittal.
 - g AW will coordinate with consultant engineers on the site and building systems. Additional plans or PDF overlays will be utilized by the consultant engineers to illustrate major building systems for structural and MEP elements. These plans will illustrate the design intent. Narratives will also be used to describe certain systems, elements, and finishes.
4. SD will include the identification and demolition of underground utilities.
5. AW will create two 3D renderings of the exterior of the building.
6. AW understands that the Site Plan & Design Review approval process will not require a separate deliverable or city submission.

- a Planning personnel and city reviewers will attend and participate in regular design meetings to give input. Glendale PM will coordinate their attendance at meetings.
 - b Planning personnel and city reviewers will inform AW of any site plan requirements, checklists or exhibits needed to show compliance with planning regulations. These will be included with the SD submittal package.
 - c Planning personnel and city reviewers will provide written comments to the same set of SD documents submitted for Owner/User review.
 - d Comments shall be received in a timely manner and concurrently with other owner & CMAR review comments to allow the project to proceed into the Design Development task.
7. The schedule for this task is expected to be approximately six (6) weeks.
 8. AW will coordinate with estimator and CMAR to develop a cost estimate based on the Schematic Design documents and other discussed information.
 9. Glendale PM shall collect all comments from users, city reviewers and any other Glendale personnel and provide a consolidated set of comments to AW.
 10. AW prefers all comments to be within a single set of PDF's. AW can facilitate the use of a Bluebeam PDF session to allow all reviewers the ability to comment on the same set of documents concurrently.
 11. AW will respond to all written comments.
 12. Format of deliverables to be PDF's.

D. Task 3: Design Development (60% Design Documents)

1. Based on the Owner's approval of the Schematic Design documents and budget for the cost of the work, the design team will begin Design Development documents.
2. Design Development plans will show a refinement of the design approved during schematic design. It will include additional information to the drawings, enlarged plans, sections, elevations, typical construction details, and coordination with engineering plans.
3. Documents will include layouts of building systems to describe the size and character of the Project for structural, mechanical, electrical & special systems, and other appropriate elements for site, civil and landscape scope.
4. The Design Development Documents shall also include a listing of specification sections and product data sheets that identify major materials and systems and establish, in general, their quality levels.
5. Incorporate SD comments into the design.
6. Coordinate furniture, equipment, and shelving layouts.
7. Up to three on-site meetings are anticipated with the architect to review progress and gather additional information.
 - a Engineering consultants shall participate in these meetings as needed.
 - b AW anticipates planning personnel and city reviewers to attend and participate in these meetings to provide input. Glendale PM will coordinate their attendance at the meetings.

- c Meeting topics shall include furniture review, shelving & storage use, security system layout, facility MEP sequence and operations and other design related information.
- 8. The schedule for this task is expected to be approximately five (5) weeks.
- 9. AW will coordinate with estimator and CMAR to develop a cost estimate based on the Design Development documents.
- 10. Glendale PM shall collect all comments from users, city reviewers and any other Glendale personnel and provide a consolidated set of comments to AW.
- 11. AW prefers all comments to be within a single set of PDF's. AW can facilitate the use of a Bluebeam PDF session to allow all reviewers the ability to comment on the same set of documents concurrently.
- 12. AW will respond to all written comments.
- 13. AW anticipates that planning personnel and city reviewers will be able to provide approval of the design to allow project to proceed with permit submission and formal plan review at the completion of CD's (task 4).
- 14. Format of deliverables to be PDF's.

E. Task 4: Construction Documents / Plan Review Set (90% Design Documents)

- 1. Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the project requirements and the budget for the cost of the work, the Architect shall prepare Construction Documents for the Owner's approval.
- 2. This task involves completing all drawings, reports, and specifications. The Construction Documents in this task shall include a single submission at completion. It will include details, coordinated engineering documents and specifications.
- 3. The completed documents for this task shall be used for the Owner & CMAR review as well as for the permit plan review submittal. It is anticipated that the CMAR will develop the GMP from these contract documents.
- 4. The Owner, CMAR and Agency reviews will all occur at the same time. All comments received shall be addressed during the completion of Task 5.
- 5. Finalize documents for printing (PDF).
- 6. No site meetings are anticipated for the engineering disciplines.
- 7. AW may attend (2) two virtual meetings if needed to clarify any questions or concerns.
- 8. The schedule for this task is expected to be five (5) weeks.
- 9. Glendale PM shall collect all comments from Owner / Users and provide a consolidated set of comments to AW.
- 10. AW prefers all comments to be within a single set of PDF's. AW can facilitate the use of a Bluebeam PDF session to allow all reviewers the ability to comment on the same set of documents concurrently.
- 11. AW will respond to all written comments.
- 12. Format of deliverables will be PDF's. Any paper copies will have to be coordinated at time of submission. Printing costs shall be considered a reimbursable expense.

F. Task 5: Construction Documents / Permit Set (100% Design Documents)

1. This task involves coordinating, printing (PDF), filling out permit applications and submitting the project documents to Glendale's Building Safety Department and other agencies for plan review and permit approval. It includes the following subtasks:
 - a Fill out and complete applications for all reviewing agencies.
 - b Coordinate and print the necessary documents for plan reviews.
 - c Distribute all comments to Owner, CMAR & Consultants
 - d Respond to plan review comments in writing.
 - e Incorporate any corrections/revisions related to review comments from Owner and reviewing agencies.
 - f (1) one on-site meeting is anticipated with the architect & consultants to review questions on comments. If additional meetings are necessary, AW will facilitate virtual on-line meetings to resolve any outstanding issues or concerns.
 - g Resubmit the revised plans for permit approval.
 - h Print (PDF) and distribute a complete set of project documents to each member of the design team, CMAR and the Owner for their use & record.
2. All filing and permit fees will be paid by the City of Glendale.
3. Client acknowledges that all review times by the Authorities having Jurisdiction are not within Arrington Watkins Architects control.
4. The schedule for this task is expected to be three (3) weeks for reconciliation and plan changes following receipt of plan review comments. It is anticipated that the full duration with agency review times to be approximately two months for this task.
5. Format of all deliverables to be PDF's.

G. Task 6: Final GMP Coordination / Reconciliation

1. This task includes assisting the CMAR with clarifications on the 90% construction documents for their preparation of the final GMP tabulation and reconciling any discrepancies from prior DD documents.
 - a Respond to questions from the contractor(s) and estimator RLB regarding plans and specifications.
 - b Receive, review, and make recommendations regarding requests for substitutions.
 - c Incorporate any substitutions within documents.
 - d Develop and issue addendums or ASI's as necessary.
 - e Help City review GMP documentation and help establish qualified sub-contractors where appropriate.
 - f It is anticipated that this task will occur while the contract documents are in for plan review with Glendale Building Safety Department.
 - g The schedule for this task is estimated to be two (2) weeks of activity for AW. The CMAR contractor may have a longer sub-bidding timeline to advertise and receive bids. AW's involvement is anticipated to be focused during this process.

H. Task 7: Construction Administration - Office

1. This task involves providing a defined amount of construction administration (CA) services for the stated duration of construction. The services are based on the overall size of the project and scoping discussions. The office CA is an estimated average amount of time over the stated duration of construction. The actual time spent on office CA will vary week to week based on construction activity. The Architect shall perform the following subtasks for the office portion of the construction phase:
 - a Advise and consult with the owner through email or phone.
 - b Attend Owner, Architect & Contractor (OAC) meetings virtually online when presence on-site is not required.
 - c Write and submit Field Reports of the job site visits summarizing the activities at the time of visit and progress made since the last visit.
 - d Review and act on samples, shop drawings and other submissions.
 - e Review and make recommendations on reports from testing laboratories.
 - f Coordinate with the consultant engineers for review of specific shop drawings, RFI's, Change Order requests or other submittals that relate to their scope of work.
 - g Coordinate and help schedule the consultant engineers for on-site construction observations and punch list activities.
 - h Review special inspection reports required by code & submitted to AW.
 - i Respond to a reasonable number of Request for Information (RFI's) from the contractor.
 - j Create Architectural Supplemental Instructions (ASI's), including narratives and drawings to offer clarifications or illustrate owner requested changes.
 - k Review all warranties and close-out paperwork assembled by the contractor as described in the project specifications.
 - l AW will transfer "as-built" drawing information to the contract documents based on mark-ups received from the contractor. AW will not verify accuracy of these mark-ups and assume them to be true to field conditions. AW will utilize Revit software to add the as-built information. Once complete all drawings will be exported to AutoCAD format for submission to the City.
 - m AW will coordinate with consultant engineers to get "as-built" information provided by contractor added to their respective drawings.
 - n AW will combine all final "As-built" documents in both PDF and AutoCAD dwg format and transmit to the Owner.
 - o AW will provide AutoCAD files, PDF's on a thumb drive along with hard copies of the final as-built drawings.
2. The construction duration is expected to be 12 months. If construction exceeds this time, AW may request additional compensation for CA.

I. Task 8: Construction Administration - Field

1. This task involves providing a defined amount of construction administration (CA) site visits for the stated duration of construction. The total number of visits / trips are based on scoping discussions with Owner. The Architect shall perform the following subtasks for the field portion of the construction phase:
 - a Attend a construction kick-off meeting on-site with owner and contractor.
 - b Advise and consult with the owner & contractor while on-site.
 - c Attend weekly Owner/Architect/Contractor (OAC) meetings while on-site
 - i Total of **(29)** trips for regularly scheduled on-site visits.
 - ii Number of on-site visits are based on average project size.
 - iii At least one site visit per month will be minimum.
 - iv During peak construction activity, more than one site visit may occur in a week.
 - v Specific dates will be coordinated with contractor and owner based on current construction activity and progress.
 - d Provide general site observations when present on-site and after OAC meetings to review work in progress. Non-conforming work will be documented in the Field Reports.
 - e Review any areas where non-conforming work was documented on previously issued Field Reports to determine if work was corrected.
 - f Review any mock-ups or samples in the field.
 - g Observe any on-site stored materials.
 - h As construction is nearing completion, AW will attend a joint on-site observation with the CMAR and City personnel to develop a Punch-List and determine the dates for Substantial Completion and Final Completion.
 - i Attend a Final Completion walk through of the project and back check the Punch-List.
2. Engineering disciplines will provide a reasonable number of hours to be on-site to attend meetings and make site observations.
3. Architect to attend 24-month warranty walk through.
4. **Total on-site field visits: (33)**
 - a (1) Construction Kick-off Meeting
 - b (29) OAC meetings / Site Visits
 - c (1) Substantial Completion Punch List Walk
 - d (1) Final Completion Back Check
 - e (1) 24-month warranty walk

OWNER PROVIDED ITEMS

- Known utilities and underground connection locations
- Asbestos removal efforts (if appropriate)
- Glendale design standards (furniture, appliances, materials, etc.)
- Glendale will coordinate FFE vendor with AW
- Glendale door hardware standards if available
- Security system standards

EXHIBIT C
Professional Services Agreement

SCHEDULE

It is currently anticipated for the project to have a duration of approximately 9 months from receipt of Notice to Proceed to receiving building permit. The exact schedule will be dependent on city department review times, outside agencies and various coordination periods. The schedule will be reviewed and discussed during predesign, regular design meetings, and at major milestones. After building permit is received, the anticipated construction schedule is approximately 12 months for construction administration services.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be a lump sum fixed fee plus reimbursable expenses

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$798,492.

DETAILED PROJECT COMPENSATION

FEE PROPOSAL

	TASKS FEE	TASK TOTAL
1	PROGRAMMING - Evidence & Crime Lab	\$ 118,486
2	SCHEMATIC DESIGN (30%)	\$ 109,289
3	DESIGN DEVELOPMENT (60%)	\$ 151,206
4	CONSTRUCTION DOCUMENTS (90%)	\$ 178,145
5	CONSTRUCTION DOCUMENTS (100%)	\$ 30,567
6	FINAL GMP COORD / RECONCILIATION	\$ 18,365
7	CONSTRUCTION ADMIN. - OFFICE	\$ 127,892
8	CONSTRUCTION ADMIN. - FIELD	\$ 59,242
	SUBTOTAL	\$ 793,192
	ESTIMATED REIMBURSABLES	\$ 5,300
	TOTAL FEE FOR PROPOSAL	\$ 798,492