

AMENDMENT NO. TWO
PROFESSIONAL SERVICES AGREEMENT
(SINE BUILDING 2ND FLOOR REMODEL, PROJECT #212243 & PROJECT
#212244, Contract No. C20-0231-2)

This Amendment No. 2 (“Amendment”) to the Professional Services Agreement (“Agreement”) is made this _____ day of _____, 2022, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Michael Wilson Kelly Architects, Ltd., an Arizona corporation (“Contractor”).

RECITALS

- A. City and Michael Wilson Kelly Architects, Ltd. (“Contractor”) previously entered into Professional Services Agreement, Contract No. C20-0231, dated March 4, 2020, (“Agreement”); and
- B. The City and Michael Wilson Kelly Architects, Ltd. entered into Amendment No. One, Contract No. C20-0231-1 dated June 23, 2020. The amendment expanded the scope of services and increased the compensation by \$151,000; and
- C. The City is seeking to expand the scope of services and increase the compensation to be paid under this agreement by an additional \$74,470, and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a two year period from March 4, 2022 through March 3, 2024, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** Scope of work includes preparing architectural schematic design plans and construction administration services to remodel the second floor, westside of the Sine Building, featuring enhanced purpose uniform office, update existing restrooms, improved access control and security. Scope also includes replacing carpeting and modify reflected ceiling work, on the east side of the Sine Building and replacing the reflected ceiling on the second floor common area. See attached exhibit B for full details.

4. **Compensation.** Compensation for Amendment No. 2 is \$74,470 for a total not to exceed amount \$261,470, based on hourly rates and reimbursable expenses
5. **Insurance Certificate.** Current certificate will expire on October 25, 2023 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor 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. 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.
7. **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.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

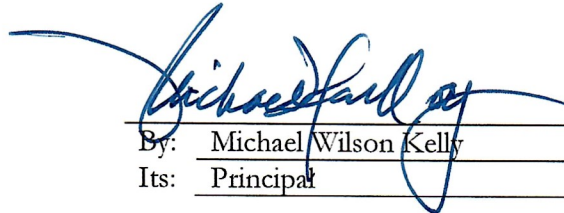
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Michael Wilson Kelly Architects, Ltd.
an Arizona corporation



By: Michael Wilson Kelly
Its: Principal

4/29/2021

EXHIBIT B
SCOPE OF WORK

TENANT IMPROVEMENT: ARCHITECTURAL & ENGINEERING SERVICES

Project Description: Programming, Design & Limited Construction Administration of 5,550 sf encompassing the 2,875 sf West Wing plus 2,675 sf remainder of the Second Floor.

Governing Contract: All Terms and Conditions shall be in accordance with COG Professional Services Agreement.

Project Construction Delivery: Job Order Contracting.

Construction Budget: To be determined.

City of Glendale Provided Documents & Exhibits: 1998 Bldg. Renovation Plans & 2020 Plans prepared for First & Second Floor Remodel by our Design Team.

Pre-Existing Conditions: The Design Team assumes no responsibility or liability for pre-existing Improvements that do not meet current Codes and/or ADA compliance requirements.

Code Analysis: Architect will reference and update rudimentary Code Analysis and Exiting.

ADA/Accessibility Standards Compliance: Architectural and Engineering Design shall conform to all recognized current Accessibility codes and guidelines.

Environmental Testing & Remediation: COG is the responsible party and this will not be a part of our services. No Testing, Studies and/or Reports are anticipated.

GENERAL: Administrative Tasks such as accounting, correspondence, and administration of the Contract shall be performed and included as required.

DELIVERABLES: DEMO PERMIT PLANS, CONSTRUCTION BID DOCUMENTS approved for Bldg. Permit., and RECORD DOCUMENTS upon completion.

DEFERRED SUBMITTALS: by Contractor for Fire Protection & Fire Alarm.

GENERAL SCOPE OF WORK & Project Approach Description:
DESIGN PHASE SERVICES

PHASE ONE TASKS: As-Built CAD Documentation, Programming, Space Planning, Engineering Due Diligence & Schematic Design- 30% complete

1. Kick-off Meeting: Client Group Meeting with Architect.
2. Design Team (Architect & MP&E Engineers) Site Visit to Review, Investigate, Measure & Record Existing Conditions.
3. Field verified CAD Documentation of As-built/As-Found Bldg. & Site Conditions by Consultant Team. Preparation of all necessary Architectural and MP&E Engineering CAD Base Plans.
4. Programming & Space Planning with 2 Client Groups- Code Compliance and City Attorneys.
5. Prepare Architectural Schematic Design including Demo & Renovation Floor Plans, Reflected Ceiling Plan, Building Cross-Sections and early "Test Fit" furnishings.
6. M/P & E Engineering Due Diligence, Analysis/Evaluation of proposed Remodel Intent & Narrative Description of required Improvements per current Code & Ordinance Compliance.
7. Early Interface with City Facilities Group, I.T. and Security Hardware Vendor as required.
8. 30% Cost Estimate- Rough Order of Magnitude Estimate by FCI Contractors, Inc (JOC).
9. Meeting- 30% complete Schematic Design Review and Comment from Client Group.
10. General Administrative Tasks & Correspondence as required.

PHASE TWO TASKS: Design Development- 60% complete

11. Incorporate Revisions & Refinements per 30% Client Group Review & Input.
12. Issue 60% CAD Base Plans to MP&E Engineers for preparation of Preliminary Engineering.
13. Prepare 60% Architectural Progress Plans including Site Plan if required, Floor Plan, Reflected Ceiling Plan with intended Lighting and Spec Sheets, Outline Specifications for Materials and Finishes. Refinement of Architectural Millwork Intent and "Test-Fit" Furnishings or Owner's FF&E Consultant/Vendor.
14. Provide Material & Color samples for Client Group input on selection.
15. Early Interface with City I.T and Security Hardware Vendor. Provide 60% Plans for I.T. and SECURITY input. Determine all required Engineering accommodations in support.
16. Architect's Coordination and oversight of MP&E Engineering Sub-Consultants.
17. Preliminary Electrical Engineering & Lighting, Schematic Fire Alarm Design & Specifications, 60% complete, submittal of recommended Light Fixture options for review by Client Group.
18. Preparation of Architectural Design Development Drawings & Outline Specs accommodating Engineering Systems (60% complete) for Client Group Review. Refinement of Architectural Millwork Intent and early "Test-Fit" Furnishings for Owner's FF&E Consultant/Vendor input.
19. Submit 60% Deliverables Package for Client Group Review and Feedback.
20. Early JOC Constructability Review & Rough Order of Magnitude Cost Feedback. (if applicable). Early Value Engineering as applicable.
21. Meeting- 60% Design Development Review and Comment from Client Group. Sign-off by the Client Group for the Design Team to proceed to 90% complete Design.
22. General Administrative Tasks & Correspondence as required.
23. Total of up to 2 Site Visits/Meetings this phase.

PHASE THREE TASKS: Construction Documents- 90% complete & 100% complete

24. Incorporate Revisions & Refinements as per 60% Client Group & JOC Review & Input.
25. Issue 90% CAD Base Plans to MP&E Engineers for preparation of 90% Engineering.
26. Prepare 90% Architectural & Engineering Progress Plans including Site Plan if required, Floor Plan, Furnishings & Finishes Plans, Architectural Millwork Intent, Reflected Ceiling Plan with intended Lighting & Spec Sheets, 90% Technical Specification, and Enlarged Restroom Plans and "Test-Fit" Furnishings for Owner's FF&E Consultant/Vendor.
27. Final Coordination with City I.T and Security Hardware Vendor (ASSI). Provide 90% Plans for I.T. and ASSI input. Determine all required Engineering accommodations in support.
28. 90% Deliverables Package for Client Group Review and Feedback.
29. JOC Constructability Review & Cost Feedback (as applicable).
30. Value Engineering and other Design Adjustments as requested.
31. Meeting- 90% Design Development Review and Comment from Client Group. Sign-off by the Client Group for the Design Team to proceed to 90% complete Design.
32. Pre-application Meeting with Plan Review Personnel for any Items facilitating formal Plan Review Approval.
33. Prepare 100% Construction Documents & Specifications.
34. Submit for Plan Review, Revisions & Clarifications as required for Approval.
35. General Administrative Tasks & Correspondence as required.
36. Total of up to 2 Site Visits/Meetings this phase.

PHASE FOUR TASKS: Bidding Facilitation

37. Assist City of Glendale. Bidding shall be per Permit Approved Contract Documents and COG Instructions to Bidders.
38. Architect to attend Pre-bid Conference (if applicable).
39. Issue Bid Addenda as required to address RFI questions and & clarifications to Bidders.

PHASE FIVE TASKS: Limited Construction Administration Services & Project Close-out

40. Pre-Construction Meeting.
41. Review of Contractor Submittals, Responses to Contractor RFI's, Review of Change Order Requests, and General Administrative Tasks.
42. Construction Observation for Quality and Conformance to Contract Documents including up to Ten (10) Weekly Construction Progress Meetings. Architect to Prepare Agendas & Minutes for all Construction Progress Meetings.
43. Punch List Site Visit and Issuance of detailed Punch List with Certificate of Substantial Completion.
44. Final Inspection of Contractor Punch List Correction Items.

45. Review Contractor PROJECT Close-out Documents.
46. Prepare and Deliver Project RECORD DOCUMENTS in electronic PDF & CAD format.

EXCLUSIONS to this Agreement include, but are not limited to:

1. Submittals other than for Plan Review for Bldg. Permit.
2. Topographic ALTA Survey.
3. Civil Engineering, Utilities, Paving, Grading & Drainage Design & Modifications.
4. Property Improvements including Landscape & Irrigation Design.
5. Coordination with Utility Companies.
6. Structural Materials Investigation & Materials Testing.
7. Full Scale Structural Engineering, Special Structural Inspections & Testing. (Rudimentary Sketches & Calcs for Rooftop Equipment provided as needed via ALLOWANCE).
8. Geotechnical Testing & Report.
9. HVAC Test & Balance Report (to be required by General Contractor).
10. Environmental Testing and/or Provisions for Hazardous Waste Disposal.
11. Selection/Design of Fixtures, Furnishings & Equipment. (Note: TEST FIT layout WILL be provided and/or incorporation of COG's FF&E Consultant/Vendor's furnishings layout.)
12. CCTV & Security System Design, Audio/Visual, and Specialty Systems Design. (Provisions such as conduit and pathways will be provided for I.T. and COG Vendors)
13. Detailed Three-Dimensional Renderings.
14. LEED certification.
15. Fire Sprinkler & Fire Alarm Design (deferred submittal by Contractor)
16. Signage & Graphic Design.
17. DESIGN REVIEW SUBMITTAL for any Exterior Modifications.
18. CONSTRUCTION PHASING Plans & Separate Partial Scope Bid Packages.

SCHEDULE: Estimate

30% Programming & Schematic Design/DEMO PERMIT	2 weeks
Client Group Review/ Meeting/ Feedback/ JOC ROM Estimate	1 week
60% Design Development:	2 weeks
Client Group Review/ Meeting/ Feedback JOC 60% Estimate	1 week
90% Construction Documents:	2 weeks
Client & JOC Review/ Value Engineering & Product Availability	2 weeks
100% Construction Documents/ Permit Submittal/ GMP Cost Estimate	2 weeks
DESIGN PHASE TOTAL: from Notice to Proceed	12 weeks
PLAN REVIEW & PERMIT/CONSTRUCTION: estimated	16 weeks

Governmental Plan Review & Submittal Fees shall be paid by the City of Glendale.

Additional Architectural Meetings/Site Visits requested by the COG shall be compensated at an additional \$500 each including Meeting Preparation & Minutes/Reports.

Additional Architectural Services provided for this project due to Substantial Changes in the Scope of Work requested and authorized by the COG shall be compensated on an hourly basis according to the current **2022 Standard Hourly Fee Schedule**, or a negotiated sum.

Additional Engineering Services shall be provided for this project per terms of service indicated in their individual sub-agreements (attached) or a negotiated sum per approval by COG.

Independent Contractor: The Architect agrees that the professional services provided under this Agreement are provided as an independent contractor and not as an employee or agent of the City of Glendale.

Compliance with Laws: The Architect shall provide services under this Agreement in compliance with all applicable laws or regulations.

Modifications: This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into agreements on behalf of the Parties.

Insurance: The Architect agrees to maintain statutory workers' compensation insurance, commercial general insurance, business auto liability, and professional liability insurance in the minimum coverage amounts as indicated in the COG Professional Services Agreement; and shall name and include the COG as ADDITIONAL INSURED on these policies and provide the COG with copies of the certificates of insurance.

REVISED EXHIBIT D
Amendment to Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be based on hourly rates plus estimated allowances for 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 is increased by an additional \$74,470 for a total of \$261,470 for the entire term.

DETAILED PROJECT COMPENSATION

ORIGINAL PROFESSIONAL SERVICES AGREEMENT:

Design study, Programming and Space Planning w/ three (3) options	\$ 36,000.00
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AMENDMENT ONE:

Schematic Design & Construction Administration Service (First Floor and second floor conference room):	\$151,000.00
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AMENDMENT TWO:

Schematic Design & Construction Administration Services (Second Floor)	\$ 62,500.00
Subconsultant Fees	\$ 11,470.00
Reimbursable Expenses Allowance;	<u>\$ 500.00</u>

TOTAL NOT TO EXCEED: \$261,470.00