

PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
SECURITY GUARD SERVICES
Universal Protection Service, LP dba Allied Universal Security Services RFP 22-14

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and UNIVERSAL PROTECTION SERVICE, LP D/B/A ALLIED UNIVERSAL SECURITY SERVICES, a California limited partnership, authorized to do business in the State of Arizona ("Consultant") as of the ____ day of _____, 2022 ("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. Consultant shall not engage any subcontractor for the work or services to be performed under 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 currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, 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 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 \$4,650,000 as specifically detailed in **Exhibit C** ("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 C** 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 C** 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
 - (2) Unconditional waivers and releases on final payment from all Subconsultants 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. Consultant 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 90 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to the Effective date of termination 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 provisions 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 and Security Guard Professional Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$2,000,000** 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. Such coverage may be included within the Commercial General Liability limits

Errors & Omissions (Professional Liability) are written as Claims Made Policies. If any of the policies provide coverage on a claims-made basis the following shall apply:

- (1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- (2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

- (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work
- d. Cyber Liability – with limits not less than \$1,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims-made basis a Retroactive Date must be shown as indicated item c) above.
- e. 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.
- f. Commercial Crime Insurance
 - (1) The policy shall be issued with minimum limits of \$1,000,000.
 - (2) The policy shall include coverage for all directors, officers, agents and employees of the Offeror.
 - (3) The policy shall include coverage for third party fidelity.
 - (4) The policy shall include coverage for theft.
 - (5) The policy shall contain no requirement for arrest and conviction.
 - (6) The policy shall cover loss outside the premises of the Named Insured.
 - (7) The Department shall be included as a Joint Loss Payee as our interest may appear. A blanket endorsement is acceptable.

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) to the extent caused by 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 apply 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 is caused by 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, to the extent of the liability assumed by the Consultant under this Agreement, on the Commercial General and Security Guard Professional and automobile policies. Such liability includes: (i) any liability to the extent caused by Consultant's negligent performance of any tasks or work necessary to complete the Project as herein defined; (ii) liability for the cost of materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf; and (iii) any liability to the extent caused by Consultant's negligent operation of automobiles owned, leased, hired or borrowed on behalf of the Consultant, and (iv) any liability to the extent caused by mistakes, errors and omissions of Consultant or anyone employed by Consultant or anyone for whose mistakes, errors and omissions Consultant is legally liable. General liability coverage can be provided in the form of a blanket endorsement to the Consultant's existing insurance policies that covers additional insureds where required by written contract, provided such endorsement is at least as broad as both CG 20 10 12 19 and CG 23 37 12 19
- 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 affect 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:
Brent Combs
3030 N. Central Avenue, Suite 407
Phoenix, AZ 85012
Brent.Combs@aus.com
480-389-8294

- 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 Connie Schneider
5850 W Glendale Ave, Suite 317
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. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and 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 one-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least sixty (60) 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 sixty (60) 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. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies And political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

18. 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	Compensation

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager


ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Universal Protection Service LP a California
limited partnership dba Allied Universal Security
Services



By: Steve Claton
Its: Regional President

EXHIBIT A
Professional Services Agreement
SECURITY GUARD SERVICES

PROJECT

1. OBJECTIVES

The City of Glendale is looking for vendor(s) that can provide appropriate skilled, trained, and professional guards for various security services needed within the City. Contractor(s) should meet the performance targets set by the City for completion of assigned checks, documentation logs, targeting communication deadlines to ensure that there are minimal performance issues. Contractor(s) should have the capacity to be approachable, flexible, and readily available for routine meetings with the City.

The goal of this contract, and the resulting services provided, is to ensure that the City departments and locations are safe for building occupants, Glendale citizens and vendors. A successful partnership with the Contractor(s) will involve the following.

- 1.1 Minimal oversight and monitoring by the City. The City seeks contractors who can adhere to the specifications set forth in this RFP and use their expertise, knowledge, and capabilities to perform the scope of work consistently with minimal oversight and monitoring by the City. The City also seeks contractors who invest in their staff, have minimal turnover, and provide regular training to staff in performing efficiently and effectively.
- 1.2 Close collaboration through proactive communication and regular performance tracking. The City seeks a partner that proactively reports progress in the completion of assigned duties and is responsive to trends identified or issues raised during regular performance tracking. In addition to reporting progress on the completion of work, the selected Contractor(s) will play a valuable role in proactively communicating issues relating to the safety of City departments and locations.

EXHIBIT B
Professional Services Agreement
SECURITY GUARD SERVICES

SCOPE OF SERVICES

The Scope of Services below outlines the routine and additional services that the Contractor shall provide in a consistent and timely manner. As outlined below, the Contractor shall be responsible for providing all supplies, labor, materials and working equipment necessary to complete the tasks as defined. Hours and/or posts are subject to change depending on operational requirements. The contract does not guarantee that these same posts and hours will remain for the length of the contract. The City reserves the right, at its sole discretion, to increase or decrease the number of posts and/or hours, without cause, by notifying the Contractor in writing through an Amendment.

The term "City" when used throughout this document shall refer to facilities and property owned or maintained by the City of Glendale.

Contractor shall provide to the City a full range of security services including, but not limited to, protection and security against vandalism and trespass and theft of property on or from the City premises. Contractor shall instruct and require its security guards to perform services specified within this solicitation in an orderly and efficient manner while enforcing services in such a manner so as not to interfere with the normal conduct of the City's business. Contractor shall comply with all laws and regulations set forth in Arizona Revised Statutes Title 32, Chapter 26, relating to security guards.

SERVICE SCHEDULE

Contractor shall provide security guards to fill the below-described positions and shifts. Hours are approximate and are intended to be eight-hour shifts unless otherwise noted.

A. Glendale Municipal Office Complex – 5850 W. Glendale Avenue

On foot, Guard shall patrol the grounds surrounding City Hall, parking garage, library, Murphy Park, Council Chambers, Sine building (lock, unlock and check). Patrol at least once an hour.

Number of Security Guards/Shift	Shift	Days of Week
1	1900-0700 / 12 hours	Monday-Friday
1	0700-1900 / 12 hours	Saturday-Sun
1	1900-0700 / 12 hours	Saturday-Sun
1	24-hour coverage	Holidays

B. Field Operations Center – 6429 W Orangewood Ave (guard house)

Guard is always stationed at the Guard House, monitoring all vehicle traffic coming and going from the property. Guard shifts are established to cover the 24- hour, 7-day a week schedule.

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week
1	1800-0600 / 12 hours	Monday - Sunday
1	0600-1800 / 12 hours	Monday - Sunday

C. City of Glendale Patrol – Requires a vehicle Includes: Landfill – 11480 W Glendale Avenue

The guard shall drive throughout the landfill checking for trespassers as well as smoke and fire. The guard will be required to inspect several locations throughout the complex and make hourly patrol. An electronic check in device will be used. Locations of these devices will be spelled out in established post orders. The Landfill holiday closures may not correspond to the standard City holiday schedule.

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week
1	1530-0730 / 16 hours	Monday-Thurs.
1	1530-0700 / 15.5 hours	Friday
1	1430-0730 / 41 hours	Saturday-Sun
1	0730-1530 / 8 hours	Holidays

D. Glendale Regional Public Safety Training Center - 11550 West Glendale Avenue

The guard assigned to this site will be stationed inside the lobby area. The guard will assist visitors to the location. The guard will monitor a closed-circuit camera system as well as operate a remote gate entry/intercom access. The guard will make periodic walking patrols inside the building and checks of the exterior around the building.

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week
1	1700-2200 / 5 hours	Monday - Thursday
1	0630-1730 / 11 hours	Friday
1	0700-1900 / 12 hours	Saturday-Sunday
1	0700-2300 / 16 hours	Holidays

E. Glendale Courts - 5711 W Glendale Avenue

The guards assigned to this site will be stationed inside or outside the court lobby area. Guards are responsible for conducting X-ray and Magnetometer screening. Additionally, they will need to assist with general court questions and help in way finding, as well as locking of all courtroom doors. The Court also needs the flexibility of at least 1 Security Guard that speaks fluent Spanish.

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week
3	0730-1730 / 24 hours	Mondays
3	0730-1730 / 24 hours	Tuesdays
3	0730-1730 / 24 hours	Wednesdays
3	0730-1730 / 24 hours	Thursdays
3	0730-1730 / 24 hours	Fridays

F. Libraries – 2 locations

The guards assigned to this site will be stationed inside the library. The guard will assist visitors and answer questions. The guard will make periodic walking patrols inside the building and checks of the exterior around the building.

Main Library – 5959 West Brown Street

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week
1	1200-1615 / 4.25 hours	Mondays
1	1600-2015 / 4.25 hours	Mondays
1	1000-1615 / 6.25 hours	Tuesdays
1	1000-1415 / 4.25 hours	Wednesdays
1	1400-1815 / 4.25 hours	Thursdays
1	1300-1815 / 5.25 hours	Fridays
1	1200-1715 / 5.25 hours	Saturdays
1	1300-1715 / 4.25 hours	Sundays

Velma Teague – 7010 N 58th Avenue

Number of Security Guards/Shift	Shift/Number of Hours	Days of Week
1	1300-1700 / 4 hours	Sundays
1	1300-2000 / 7 hours	Mondays
1	1000-1600 / 6 hours	Tuesdays
1	1200-1800 / 6 hours	Thursdays
1	1000-1800 / 8 hours	Fridays
1	1000-1700 / 7 hours	Saturdays

During the contract period, Contractor agrees to hire enough security guards and supervisors to adequately staff the necessary locations. For continuity of access control and security screening procedures, it is preferred that security guards familiar with a post consistently work the same post. Contractor will make every effort to provide security guards, and their relief, that can work at the same posts and locations throughout the entire contract period.

MANDATORY MINIMUM REQUIREMENTS: For a proposal to be determined reasonably susceptible for award, Offerors shall provide information on the following minimum requirements listed. To establish that these minimum requirements are met, Offerors shall submit documentation that clearly demonstrates compliance.

- A. Offeror must possess a current agency license authenticated by the Arizona Department of Public Safety authoring Contractor to conduct the business of Security Guards Services pursuant to Title 32, Chapter 26. Security Guards. Contractor shall be licensed, and licenses shall remain in good standing for the entire term of the contract. Copy of agency licenses must be included with response.
- B. Offeror must demonstrate prior municipal or government experience and have conducted business within the Phoenix metropolitan area for the last three (3) years.
- C. Offeror must have and maintain full time company representation located in the Phoenix metropolitan area with the ability and authority to address all contract issues that may develop.
- D. The City will only consider those proposals that equal or exceed the minimum hourly pay rates for assigned security guards and supervisors. Additional mark-up is allowed to cover profit and overhead.
- E. All proposed fees must be all inclusive with no additional fees or administrative charges beyond what is offered on the attached Pricing worksheet. Hourly bill rate shall include healthcare, paid sick leave, vacation, training, drug-screening, uniforms, etc.
- F. Offeror must have the ability to provide electronic reporting of all wand check points and daily logs.

PERFORMANCE REQUIREMENTS AND MEASURES:

- A. Contractor shall ensure that security guards are supplying all logs and documentation to completing assigned checks per location specific post orders. All logs and documentation shall be provided to the department by 9:00 a.m. the following day. To be considered successful, contractor shall meet a 98% target rate for supplying all requested documentation and logs.
- B. Contractor shall provide all invoicing to the City of Glendale with the correct times as per the agreed upon rate and hours. Contractor should be ensuring all information is accurate prior to sending to the Contract Administrator for payment. Invoices shall be sent weekly, and Contractor shall not have more than one error per month on any invoices to be considered successful in this performance requirement.
- C. Contractor shall attend every planned meeting with departments to have open communication between the Contractor and the City.
- D. Contractor shall address and/or have an action plan to correct performance issues within 48 hours.
- E. Contractor shall have a 95% or higher rate of checking all scan/wand points each shift.

SECURITY GUARD EXPECTATIONS AND GENERAL DUTIES:

- A. Employee Identification and Work Apparel:

1. Contractor shall require its employees assigned to wear Contractor's complete uniforms.
 2. Security guard shall have on their possession standardized company photo ID badge and current, valid security guard registration certificate issued by the Arizona Department of Public Safety.
 3. Contractor shall furnish its employees with uniforms and appropriate foul weather gear at no cost to the City and Contractor's employees.
 4. Contractor shall also be responsible for providing badges and identification nametags.
 5. Employees shall maintain a professional demeanor and show respect to other personnel at the work site.
 6. Employees will be dressed appropriately for the work with badges and informs that identify them as employees of the Contractor.
 7. Uniform appearance should always display a neat and professional image. Uniforms shall be properly fitted, pressed and clean.
 8. Each post shall be required to have a radio. The radios are used to communicate with their company in the event that the guards observe something that he/she believes should be investigated. The company will make their decisions to contact their supervisor of the Glendale Police Department. The Contractor shall provide an electronic recording device that can be used by the guards to monitor patrol checkpoints. These checkpoints will be placed at several different sites. This equipment will be provided and maintain by the company at no cost the City.
- B. Employee Contact information. It is the City's desire to have available an email address and phone number for each permanent guard placed at the City. This allows communication via email, text or phone call to contact and communicate with a Guard when needed.
- C. Employee Qualifications. Contractor shall be responsible for hiring, training, and supervision of all Guards assigned to the City. This will include ensuring that all Guards have a Security Guard Licenses (guard card) and are CPR/AED Certified. In addition, Contractor shall work with the City Contract Administrator to review/revise site specific post orders and ensure that Guards are trained on these orders.
- D. Guard Duties. The general duties of Guards shall include, but not limited to:
1. Provide general surveillance of exterior and interior areas of City facilities and property.
 2. Monitor the public and watch for potential disturbances.
 3. Identify and report security and (to the extent observed) safety violations.
 4. Provide proper locking and unlocking of buildings, gates, and other areas in accordance with site-specific post orders.
 5. Patrol areas at specific times.
 6. Attend to persons requiring routine and emergency assistance.
 7. Provide personal safety escorts as needed.
 8. Provide a visible security presence.
 9. Monitoring employees, visitors and suppliers seeking entrance in a manner consistent with City procedures.
 10. Where applicable, screening persons, bags, parcels, and packages entering City facilities for the presence of weapons, explosives, hazardous material, or other contraband as identified by the Contract Administrator. Screening may involve the

use of X-ray machines, walk through or hand-held magnetometers as well as visual inspections of property and vehicles.

11. Perform other duties consistent with security requires or post-order specified duties.
12. Completion of shift activity logs at the end of each shift and submission of those logs to the City Contract Administrator or designee.
13. Act as the agent to the City to enforce published policies and rules. Request the assistance of the City of Glendale Police Department for removal of individuals from the properties when they fail to abide City policies and rules as well as civil and crime code violations. **CONTRACTOR IS NOT AUTHORIZED to use force or cause bodily injury to suspected trespasser.**
14. Notify law enforcement of any illegal or unauthorized activity as observed. Provide documented account of all activity witnessed and assist law enforcement as required. Ensure that prompt action is taken to address security incidents and, to the extent observed, accidents, fire, property damage and safety hazards.
15. No reading unauthorized material shall be permitted while on shift.
16. No personal phone calls will be permitted except in an emergency.

WEAPONS. All posts and services performed under this agreement shall be by unarmed security guards. On-site guards shall not be in possession of or carry any weapon, including but not limited to firearms, knives, Billy clubs, mace, pepper spray, or tasers. Security guards found to be in possession of a weapon while on duty may be relieved permanently from this post.

CUSTOMER SERVICE REQUIREMENTS

- A. Demonstrate a professional attitude at all times and be fully prepared to work at designated times in assigned post areas. Guards must appear professional and must be approachable, calm, energetic, pleasant and polite. Provide personalized service when appropriate to meet customer needs. When a problem arises, offer assistance.
- B. Communicate effectively including seeking bilingual assistance when necessary. Maintain eye contact and check for the customer's understanding, i.e. ask questions. The guard must be able to assist any special needs customers and City employees.
- C. The guard should be discrete, offer a solution and follow through when problems arise. The guard should remain calm, show an understanding for the badge holders and or customer's situation and notify supervisor or management personnel when necessary to keep a situation from escalating.
- D. All security guard personnel must be fully trained to provide customer assistance and provide clean and accurate information on request.
- E. Be courteous, professional, and informative when interacting with the public, City personnel, contractors, and vendors.
- F. Not accept gratuities and/or gifts, such as money, lunches, or free items.
- G. Speak clearly and concisely when reporting situations on the radio.

PAYMENT AND REPORTING: The City will only consider those proposals that equal or exceed the minimum hourly pay rates for assigned Security Guards.

- A. **Regular time** – Standard Security Guard Wage – minimum \$15.00/hour
- B. **Over time** – Standard Security Guard Wage – minimum \$22.50/hour
- C. The Contractor shall be required to invoice the City on a weekly basis. Payment will be made within thirty (30) working days after receipt of an itemized invoice from the Contractor and acceptance by the City. At the City’s request, the Contractor shall submit copies of payroll reports. Payroll reports shall include name of employees, hours worked, days worked, location worked, and classification for each employee. The amounts invoiced shall be those agreed upon by this Agreement or by an amendment/change order to the Agreement. The hourly rate shall include all labor, insurance, uniform, overhead, profit, and any other incidental costs to perform the contracted service.

CITY HOLIDAYS: The City has ten (10) fixed Holidays. The City will only authorize Holiday/Overtime pay rates should Security Guard be required on City recognized holidays. Holidays are as follows:

- New Year’s Eve
- Martin Luther King Jr. Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans’ Day
- Thanksgiving Day
- Thanksgiving Holiday
- Christmas Holiday

REMOVAL OR REJECTION OF CONTRACTOR’S SECURITY GUARDS. The City reserves the right to require Contractor to reject or have removed from its facilities any employee on duty or reporting for duty who is considered by the City to be unqualified or unsatisfactory to perform the duties required by this Agreement. Any removal or rejection shall be without recourse to the City. In the event of such rejection, Contractor’s supervisor shall cover the affected post until a suitable replacement is furnished.

TRAINING. Prior to assignment to any City facility, Contractor shall provide sufficient training, at no cost to the city, for each employee to ensure that the employee can carry out the general duties outlined in this agreement as well as the site-specific post orders for the facility assigned. The City reserves the right to audit the Contractor’s training records.

Training must include, at a minimum:

- o Legal aspects of security
- o First aid/CPR
- o Fire prevention, control and suppression, applicable to the use of a hand-held fire extinguisher.
- o Blood-borne pathogens (OHSa Standard 29 CFR)
- o Hazard communication/MSDS.
- o Patrol techniques/Crime prevention.
- o Security guard safety

CONTRACTOR’S VEHICLE

- A. Any vehicle driven to or on a City facility for business purposes, other than the on-duty guard's personal vehicle, shall have visible signage on the left and right front doors with the Contractor's signage or logo, so as to be apparent the nature of the business of the occupant of the vehicle.
- B. Vehicle must be legal for highway operation during daylight and nighttime hours. Vehicle must be equipped with a spotlight for nighttime patrol use. Vehicle may be parked on-site while security guard is not on duty. All fuel and maintenance shall be provided by Contractor.
- C. Currently the City requires one highway operational vehicle. Vehicle should have the ground clearance of a conventional small car or pickup truck. The ability to provide a spare vehicle is also required to cover a vehicle that goes down for service or becomes inoperable.

Patrol Vehicle – approximate yearly mileage is 10,000.

- D. Contractor shall include separately a flat hourly cost to the City necessary to provide the vehicle described herein for use in performing the patrol functions outlined in this agreement. The amount shall include all costs necessary to operate and maintain the vehicles.

DOCUMENTATION AND REPORTING

- A. Provide daily logs including wand reports at regular reporting intervals and reports upon request. Reports and data shall be delivered and formatted per the City's request. There shall be no additional charges for reports, documentation or data requested.

3.14 LIQUIDATED DAMAGES

If the Contractor fails to perform to services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the City may impose the following liquidated damages on a per observed violation basis:

Posting security-sensitive CITY-related comments or photos on any website to include but not limited to social websites	\$150 per violation
Violation of the establish post orders.	\$150 per violation
Sleeping on duty.	\$150 per violation
Unauthorized use of CITY property to include but not limited to official documents, badges, keys or equipment.	\$150 per violation
Falsifying official reports, documents.	\$150 per violation
Disclosing any official or security-sensitive information without written permission from the CITY.	\$150 per violation
Accepting or soliciting anything of value in connection with official duties.	\$150 per violation
Using uniforms, or other identification media for other than official business while on or off duty.	\$150 per violation
No show or tardiness to start of shift.	\$150 per violation

CONTRACT REVIEWS

The City will conduct monthly compliance reviews or as often as it deems prudent. The review with Contractor is to discuss any previous or upcoming issues. Contractor will be notified of the exact time and place of each meeting.

CLEANING

Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The work area shall be cleaned at the end of each workday.

The City is not responsible for theft or damage of Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the City's Contract Administrator will be consulted.

DAMAGE TO CITY PROPERTY

Contractor shall perform all work so that no damage to the City building or grounds results. Contractor shall repair any damaged cause to the City's satisfaction at no cost to the City.

Contractor shall exercise care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing materials as approved by the City at Contractor's expense.

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EXHIBIT C
Professional Services Agreement
SECURITY GUARD SERVICES

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

\$930,000.00 annually, or \$4,650,000.00 for the entire term.

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 \$4,650,000.00.

DETAILED PROJECT COMPENSATION

Vehicle Hourly Rate (include guard) \$14.31

Location	Address	Description	Estimated Annual Hours	Employee Hourly Rate	Markup %	Billable Rate	Annual Total
Glendale Municipal Office Complex	5850 West Glendale Avenue	Standard Security Guard - Regular Time	4576.00	17.50	0.38	24.06	110110.00
		Standard Security Guard - Overtime	10.00	26.25	0.38	36.09	360.94
		Standard Security Guard - Holiday Time	160.00	26.25	0.38	36.09	5775.00
Field Operations Center	6429 West Orangewood Avenue	Special Event Security Guard - Regular Time	8760.00	17.50	0.38	24.06	210787.50
		Special Event Security Guard - Overtime	10.00	26.25	0.38	36.09	360.94
		Special Event Security Guard - Holiday Time	240.00	26.25	0.38	36.09	8662.50
Landfill / Materials Recovery Facility	11480 West Glendale Avenue	Special Event Security Guard - Regular Time	8398.00	17.50	0.38	24.06	202076.88
		Special Event Security Guard - Overtime	10.00	26.25	0.38	36.09	360.94
		Special Event Security Guard - Holiday Time	80.00	26.25	0.38	36.09	2887.50
Glendale Regional Public Safety Training Center	11550 W Glendale Avenue	Special Event Security Guard - Regular Time	6240.00	17.50	0.38	24.06	150150.00
		Special Event Security Guard - Overtime	10.00	26.25	0.38	36.09	360.94
		Special Event Security Guard - Holiday Time	0.00	26.25	0.38	36.09	0.00

Glendale Heroes Library	6075 North 83rd Avenue	Special Event Security Guard - Regular Time	1092.00	17.50	0.38	24.06	26276.25
		Special Event Security Guard - Overtime	10.00	26.25	0.38	36.09	360.94
		Special Event Security Guard - Holiday Time	0.00	26.25	0.38	36.09	0.00
Main Library	5959 West Brown Street	Special Event Security Guard - Regular Time	1092.00	17.50	0.38	24.06	26276.25
		Special Event Security Guard - Overtime	10.00	26.25	0.38	36.09	360.94
		Special Event Security Guard - Holiday Time	0.00	26.25	0.38	36.09	0.00
Velma Teague	7010 North 58th Avenue	Special Event Security Guard - Regular Time	1092.00	17.50	0.38	24.06	26276.25
		Special Event Security Guard - Overtime	10.00	26.25	0.38	36.09	360.94
		Special Event Security Guard - Holiday Time	0.00	26.25	0.38	36.09	0.00
Glendale Courts	5711 W Glendale Avenue	Standard Security Guard - Regular Time	6240.00	17.50	0.38	24.06	150150.00
		Standard Security Guard - Overtime	0.00	26.25	0.38	36.09	0.00
		Standard Security Guard - Holiday Time	0.00	26.25	0.38	36.09	0.00