

**PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
Elevator Modernization Program**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Lerch Bates Inc., a Colorado corporation, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 20 ____ ("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 \$130,000 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
 - (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.

- 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 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 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 \$1,000,000 for each claim and a \$2,000,000 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 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:

Adam Robinson, Consultant
c/o 9780 S Meridian Blvd
Suite 450

Englewood, Colorado 80112

- 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 Linda R. Musser
6210 W. Myrtle Avenue Suite 110
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 (1)- 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 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. **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 Schedule
Exhibit D 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

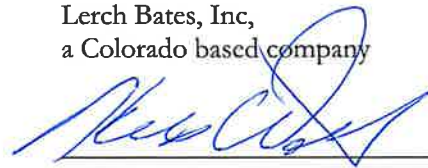
ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Lerch Bates, Inc,
a Colorado based company



By: Kenneth Dietz
Its: Area Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

Lerch Bates Inc., as a Consultant, will partner with the City of Glendale to perform an elevator study on the City's elevators, oversee necessary repairs as a result of the elevator study, and provide consulting services for the elevator modernization program. Local office Consultant 530 E Hunt Hwy, Ste 103-184, San Tan Valley, AZ 85143

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Lerch Bates, Inc will supply consultation services by performing elevator condition studies, needs analysis, and oversee necessary repairs as a result of the elevator study. Consultant will also provide specifications and construction documents, review and make recommendatons on bids received, and provide construction administration for the elevator modernization program.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Repair and modernization of City elevators over the next 5 years.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Not to exceed \$130,000 if all renewal options are exercised in accordance with Section 4 of the Agreement.

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 \$130,000.

DETAILED PROJECT COMPENSATION

Facilities is requesting a special procurement with Lerch Bates, Inc. This special procurement will provide for consultative services for elevator repairs and modernization program..



Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

REQUESTOR INFORMATION:

Requestor: Linda Musser
Phone Number: 623-930-2617
Return To: Linda Musser & Lisa Wilson

Date: 04/05/2023 Department: Field Operations
Email Address: lmusser@glendaleaz.com

PROPOSED VENDOR INFORMATION:

Proposed Vendor: LerchBates Inc.
Proposed Vendor Address: 9780 S Meridian Blvd, Suite 450
City, State and Zip Code: 80112
Vendor Phone: 720-476-9775

Proposed Vendor Contact: Jay Harris, J.D

Procurement method requested:

Vendor Fax: N/A
 Sole Source
 Special Procurement

PURCHASE INFORMATION:

Total Cost of this Order: 130,000.00

One time purchase: Yes No
Federal Money: Yes No
If yes, explain funding source:

Org #: 10804528/ Object #: 550191 / CIPFC19062-1080-NonCapital

Description of the product or service requested: LerchBates will be performing consultant services as part of the elevator study and modernization program.

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:		
<i>Linda R. Musser</i> Requestor Linda R. Musser	Division Field Operations	Date 5/8/2023
DEPARTMENT DIRECTOR APPROVAL:		
<i>Michelle Woytenko</i> Director Michelle Woytenko	Division Field Operations	Date
MATERIALS MANAGER APPROVAL:		
In accordance with <u>Finance Administrative Policy No. 1</u> , I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.		
Levi D. Gibson, CPA, M. Acc. Materials Manager	<i>Levi D. Gibson</i>	Date 5/11/2023
Procurement requires reevaluation and resubmission of a Sole Source Request for this procurement:		
Single Use Only: <input type="checkbox"/>	Annually: <input type="checkbox"/>	
End of first term of Contract: <input type="checkbox"/>	End of Contract, including any extensions: <input type="checkbox"/>	



Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

Check the reason(s) below to identify why you have determined the purchase is a **Sole Source or Special Procurement** and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCURMENT
<input type="checkbox"/> Compatibility. Indicate system, make, model and function <input type="checkbox"/> Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period <input type="checkbox"/> Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system <input type="checkbox"/> Unique Item <input type="checkbox"/> Unique Service <input type="checkbox"/> Proprietary Specifications (Copyright, patented, etc.) <input type="checkbox"/> Other reasons, if not above. Explain in detail	<input type="checkbox"/> Presents such limited competition that a competitive bid or proposal process cannot reasonably be used <input type="checkbox"/> Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests <input type="checkbox"/> Substantially impede the city's administrative functions or the delivery of services to the public <input checked="" type="checkbox"/> Does not qualify as a sole source or emergency <input type="checkbox"/> Has only one provider with the experience and capability to successfully perform the contract <input checked="" type="checkbox"/> Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence <input type="checkbox"/> Other reasons, if not above. Explain in detail

JUSTIFICATION:

Use the Guidelines for Justification of the selected reason(s) above, and provide a full explanation of your reason that the product/service is a sole source or special procurement: In December of 2022 we requested quotes 5 companies in order to have an elevator audit completed on the City's elevators. Two companies responded that they did not provide this type of consultant services, and one was a no reponse. Two companies responded in the affirmative, SKA and LerchBates. SKA was unable to schedule the audit at a minimum 6-8 months out. LerchBates was able to start in 4 weeks. We requested to move forward with LerchBates in order to move the elevator program forward and ensure safety for the staff and public that use the City's elevators. LerchBates has now completed an intensive study and has found the need for both repairs and for critical elevator modernization to be completed. Many of the City's elevators have obsolete parts due to their age. As LerchBates is very familiar with our elevators through the audit they performed, and have both led the recommended repairs needed, and have made the recommendations for the modernization program, we feel they are the most appropriate company to assist us in completing the elevator modernization program and ensuring our elevators are operating safely.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: In December of 2022 we requested quotes from 5 companies in order to have an elevator audit completed on the City's elevators. Two companies responded that they did not provide this type of consultant services and one was a no response. Two companies responded in the affirmative, SKA and LerchBates. SKA was unable to schedule the audit for a minimum of 6-8 months out. LerchBates was able to start in 4 weeks. We requested to move forward with LerchBates in order to move the elevator modernization program forward and the audit has been completed.



Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

REQUESTOR INFORMATION:

Requestor: Linda Musser
Phone Number: 623-930-2617
Return To: Linda Musser & Lisa Wilson

Date: 04/05/2023 Department: Field Operations
Email Address: lmusser@glendaleaz.com

PROPOSED VENDOR INFORMATION:

Proposed Vendor: LerchBates Inc.
Proposed Vendor Address: 9780 S Meridian Blvd, Suite 450
City, State and Zip Code: 80112
Vendor Phone: 720-476-9775

Proposed Vendor Contact: Jay Harris, J.D

Vendor Fax: N/A
 Sole Source
 Special Procurement

Procurement method requested:

PURCHASE INFORMATION:

Total Cost of this Order: 41,500.00

One time purchase: Yes No
Federal Money: Yes No
If yes, explain funding source:

Org #: 10804528/ Object #: 550191 / CIPFC19062-1080-NonCapital

Description of the product or service requested: LerchBates will be performing consultant services as part of the elevator study and modernization program.

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:

Linda R. Musser
Requestor Linda R. Musser Division Field Operations Date 4/10/2023

DEPARTMENT DIRECTOR APPROVAL:

Michelle Woytenko
Director Michelle Woytenko Division Field Operations Date 4/12/2023

MATERIALS MANAGER APPROVAL:

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

Levi D. Gibson, CPA, M.Acc.
Materials Manager *Levi D. Gibson* Date 4/11/2023

Procurement requires reevaluation and resubmission of a Sole Source Request for this procurement:

Single Use Only: Annually:
End of first term of Contract: End of Contract, including any extensions:



Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

Check the reason(s) below to identify why you have determined the purchase is a **Sole Source or Special Procurement** and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCURMENT
<input type="checkbox"/> Compatibility. Indicate system, make, model and function <input type="checkbox"/> Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period <input type="checkbox"/> Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system <input type="checkbox"/> Unique Item <input type="checkbox"/> Unique Service <input type="checkbox"/> Proprietary Specifications (Copyright, patented, etc.) <input type="checkbox"/> Other reasons, if not above. Explain in detail	<input type="checkbox"/> Presents such limited competition that a competitive bid or proposal process cannot reasonably be used <input type="checkbox"/> Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests <input type="checkbox"/> Substantially impede the city's administrative functions or the delivery of services to the public <input checked="" type="checkbox"/> Does not qualify as a sole source or emergency <input type="checkbox"/> Has only one provider with the experience and capability to successfully perform the contract <input checked="" type="checkbox"/> Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence <input type="checkbox"/> Other reasons, if not above. Explain in detail

JUSTIFICATION:

Use the Guidelines for Justification of the selected reason(s) above, and provide a full explanation of your reason that the product/service is a sole source or special procurement: In December of 2022 we requested quotes 5 companies in order to have an elevator audit completed on the City's elevators. Two companies responded that they did not provide this type of consultant services, and one was a no reponse. Two companies responded in the affirmative, SKA and LerchBates. SKA was unable to schedule the audit at a minimum 6-8 months out. LerchBates was able to start in 4 weeks. We requested to move forward with LerchBates in order to move the elevator program forward and ensure safety for the staff and public that use the City's elevators. LerchBates has now completed an intensive study and has found the need for both repairs and for critical elevator modernization to be completed. Many of the City's elevators have obsolete parts due to their age. As LerchBates is very familiar with our elevators through the audit they performed, and have both led the recommended repairs needed, and have made the recommendations for the modernization program, we feel they are the most appropriate company to assist us in completing the elevator modernization program and ensuring our elevators are operating safely.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: In December of 2022 we requested quotes from 5 companies in order to have an elevator audit completed on the City's elevators. Two companies responded that they did not provide this type of consultant services and one was a no response. Two companies responded in the affirmative, SKA and LerchBates. SKA was unable to schedule the audit for a minimum of 6-8 months out. LerchBates was able to start in 4 weeks. We requested to move forward with LerchBates in order to move the elevator modernization program forward and the audit has been completed.



Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

PREPARER NOTE: If this is a vehicle or technology purchase, concurrence of the Fleet Director or the IT Director will be required.

ADDITIONAL APPROVAL:		
IT Director	Fleet Director	Date

Approval of a vendor as a sole source or a special procurement only determines the procurement method. Council approval and a signed contract may also be required.

**CITY OF GLENDALE - MAIN PUBLIC SAFETY AND COURTS
GLENDALE, ARIZONA**

**MODERNIZATION
CONSULTING SERVICES PROPOSAL**

APRIL 5, 2023

PREPARED FOR

Linda Musser
Contract Monitor Field Operations
LMusser@GLENDALEAZ.com
623.930.2617

City of Glendale
6210 West Myrtle Avenue
Glendale, Arizona 85301

PREPARED BY

Adam Robinson
Consultant
Adam.Robinson@LerchBates.com
480.798.0022

Hannah Kelley
Project Manager
Hannah.Kelley@LerchBates.com
720.483.4033

LB Project No 0100042751-02

I. BASIC VERTICAL TRANSPORTATION CONSULTING SERVICES

Lerch Bates Inc. (Lerch Bates) agrees to provide City of Glendale (Client) with the following consulting services for the Three (3) hydraulic elevators at 6835 North 57th Avenue in Glendale, Arizona:

A. Construction Documents

1. Prepare Division documents including:
 - a. Instruction to Providers
 - b. Quotation Form
 - c. Supplemental Conditions
 - d. Summary of Work
 - e. Alternates
 - f. Project Procedures
 - g. Submittals
 - h. Material and Handling
 - i. Final Contract Compliance Review
 - j. Maintenance
 - k. Related Work
2. Prepare a detailed, performance-based equipment specification for the appropriate Division 14 section(s) in the Lerch Bates standard PDF electronic files. Specification will include:
 - a. Specific performance criteria relating to quality of equipment, performance times, ride quality, and noise and vibration.
 - b. Established level of quality.
 - c. Compliance with accessibility standards.
 - d. Compliance with prevailing Codes directly related to the equipment application selected.
3. Configure Construction Documents to encourage competitive bidding.

B. Bidding and Negotiation

1. Submit Construction Documents to Elevator Contractor(s).
2. Conduct a pre-bid jobsite walk-through and review conference with Elevator Contractor(s).
3. Evaluate bid(s) received from pre-qualified Elevator Contractor(s).
4. Review any exceptions and/or clarifications with the Elevator Contractor(s).
5. Provide a graphic representation of bid document.
6. Submit written recommendations.
7. Attend or conduct one (1) bid review meeting.
8. Review the material delivery and construction schedule.

C. Construction Administration

1. Review the Elevator Contractor's submittal for compliance with Construction Documents and Design Information provided by Lerch Bates. Review comments will be incorporated on one original PDF copy. Reviews will be limited to the initial submittal and one (1) revision.

2. Conduct up to three (3) general progress review during modernization to determine that work is proceeding in accordance with the Construction Documents and Design Information provided by Lerch Bates. Submit written report. Report will include:
 - a. Field observations.
 - b. Items not in conformance.
 - c. Percentage of equipment delivered, stored, or installed.
 - d. Percentage of overall completion.
 - e. Equipment not on the jobsite which could affect the completion schedule.
3. Respond to Requests for Information (RFIs).
4. Assist with resolution of modernization problems.
5. Review and respond to Change Orders related to the Contract Documents and Design Information provided by Lerch Bates if required.
6. Review and comment on Elevator Contractor’s Application(s) for Payment.
7. Conduct three (3) final installation review for equipment and performance compliance in accordance with the Construction Documents and Design Information provided by Lerch Bates and the approved submittals. Submit written report. Report will include:
 - a. Measured performance data.
 - b. Itemized deficiencies.
8. Conduct one (1) follow-up review to verify compliance with the final installation review deficiency report. The modernization should then be complete and the equipment operating in accordance with specified performance criteria.
9. Review contract close-out documents and warranties.

II. FEES AND EXPENSES

- A. Fee for Basic Services will be \$21,500.
- B. The fee schedule for the work is listed below:

Phase	Fee
Construction Documents	\$5,425
Bidding and Negotiation	\$975
Construction Administration	
Contract, Schedule, and Shop Drawing Review	\$1,550
Progress Reviews	\$5,410
Final Reviews	\$6,355
Follow-Up Review	\$1,785

- C. Reimbursable Expenses
 1. Travel expense, lodging, meals, parking, all mileage charged at standard per mile rates, document reproduction, photographic reproduction, all mailing costs, special document handling, any applicable local service/sales tax, and other authorized expenses are not included in the Agreement fee and will be billed at cost.

III. TERMS AND CONDITIONS

- A. Parties to this Agreement: Lerch Bates Inc. (hereinafter "LB" or "Lerch Bates") shall proceed based upon the terms and conditions of this Proposal ("the Terms" or "Agreement"), including the Basic Services, Compensation, Reimbursable Expenses, and Terms and Conditions herein, to provide such services to Client ("Client") for Client's proposed scope of work ("Project"). Client shall notify Lerch Bates immediately in writing with any changes to the scope of services or other requested changes prior to commencement of services covered by this Agreement.
- B. Standard of Care: Lerch Bates shall perform its services as expeditiously as is consistent with professional care and diligence. Services provided by Lerch Bates in connection with the Project shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing at the same time and under similar circumstances.
- C. Documents: All documents furnished by Lerch Bates are Instruments of Service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory and other reserved rights, including the copyright thereto. LB's Instruments of Service are to be used only for this Project and are not to be modified, distributed, or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents. Upon execution of this Agreement, Lerch Bates grants a worldwide, perpetual, royalty-free, non-exclusive license to use the Instruments of Service for any and all purposes relating to the construction, maintenance, renovation, or other attendant work of the equipment that is the subject of this Agreement.
- D. Cost Estimates: Opinions of probable cost, if any, shall be based on training and experience. Lerch Bates does not control contractors' costs of labor or materials or other conditions affecting market pricing, and accordingly Lerch Bates does not warrant its estimates, or guarantee that contractors' actual or quoted costs will not vary from LB's opinions of probable costs.
- E. Submittal Review: Lerch Bates review of shop drawings and other submittals shall be for conformance with the general intent of the Lerch Bates documents, and action taken, or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility for submittals shall remain with the contractor or the party preparing said submittals.
- F. Review of Pay Applications: Review by Lerch Bates of the contractor's applications for payment, if any, shall constitute Lerch Bates' opinion based on its review of the work in progress, but shall neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor's work.
- G. Construction Observation:
1. Lerch Bates shall visit the site at intervals appropriate to the state of construction, or as otherwise agreed to in writing by Client and Lerch Bates, in order to observe the progress and quality of the work completed by Project's contractor. Such visits and observations shall not be an exhaustive check or a detailed inspection of any contractor's work but are to allow Lerch Bates to become familiar with the work in progress and to determine, in general, if the applicable Project work is proceeding in accordance with the contract documents. Based on this general observation, Lerch Bates shall keep Client informed about the progress of the work and shall advise Client about observed deficiencies in the work.
 2. If Client desires more extensive project observation or full-time project representation, Client shall request that such services be provided by Lerch Bates as Additional Services in accordance with the terms of this Agreement.
 3. Lerch Bates shall not supervise, direct, or have control over contractors' work and shall not have any responsibility for construction means, methods, techniques, sequences, or procedures selected by any contractor, nor for any contractor's safety precautions or programs in connection with the work. These

rights and responsibilities are solely those of the applicable contractor in accordance with the contract documents.

- H. **Services Excluded:** Lerch Bates offers a scope of services that is required for a successful project outcome. Such services are not offered on a phased or a-la-carte basis. In the event Client does not authorize all services offered, Client assumes responsibility for interpretation of the Lerch Bates deliverables.
- I. **Force Majeure/Matters Outside Parties' Control:** Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation nor responsibility to Client or its employees, guests, customers, suppliers, or vendors, nor any other person whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts, civil or governmental unrest, epidemics or pandemics, natural disasters, and any other cause including those resulting from force majeure.
- J. **Consequential Damages:** Notwithstanding any other part of this Agreement and to the fullest extent permitted by law, neither Client nor Lerch Bates, their respective employees, agents, or subconsultants, shall be liable to the other Party for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred, whether caused by negligence, breach of contract, express or implied warranty, or any other theory.
- K. **Use of Equipment:** Except for Lerch Bates' negligence or willful misconduct, Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.
- L. **Code Opinions:** Client acknowledges that Lerch Bates' recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws, and regulations shall be based on current versions of said authorities in existence at the time of site review and may not reflect versions existing before or after the date of review.
- M. **Maintenance:** Client acknowledges that preventive and ongoing maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that said preventive or other maintenance is and shall remain solely as Client's responsibility.
- N. **Client Information:** Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates' services herein; Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate regardless of the original source.
- O. **Corporate Protection:** Lerch Bates' services in connection with the Project shall not subject individual employees, officers, or directors to any personal liability for risks associated with this Project. Notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against Lerch Bates Inc., a Colorado corporation, and not against any of Lerch Bates' individual employees, officers, or directors.
- P. **Limitation of Liability and Indemnity:**
 - 1. Client agrees to limit the liability of Lerch Bates and its employees to Client for any and all claims, losses, costs, and damages of any nature whatsoever arising from Lerch Bates work on the Project, including but not limited to additional services not referred to in this Agreement or other contract, so that the total aggregate liability of Lerch Bates and its employees to Client shall not exceed Lerch Bates total fees for work on the Project or \$100,000, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The

parties agree that this Limitation of Liability bears a reasonable and proportional relationship to Lerch Bates's fees for the Project.

2. Lerch Bates shall not be liable for Client's employees or agents who accompany Lerch Bates while in or on Client's property. Client agrees to indemnify and hold harmless Lerch Bates, its employees, officers, directors, subsidiaries, and consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which result or arise from, or relate to Client, or an agent or employee acting on behalf of Client, accompanying Lerch Bates' employees or consultants at any time during Lerch Bates' onsite activities.
 3. Client agrees to indemnify and hold harmless Lerch Bates, its employees, and its consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which are asserted by any other party, firm, or individual and which are alleged to result from or be related to this Agreement or the services hereunder, and which exceed the sum of \$100,000, or Lerch Bates fee for the services, whichever is greater.
- Q. Insurance: Lerch Bates shall provide Insurance Certificates to the Client upon request following execution of this Agreement. In the event of insurance cancellation or material alteration, Lerch Bates shall provide thirty (30) days' written notice to Client. Client shall add Lerch Bates Inc. as an Additional Insured on Client's General Liability and Umbrella policies and shall provide Lerch Bates with an insurance certificate that includes such coverage.
- R. Invoice Payment, Interest on Unpaid Amount and Disputed Invoices: Lerch Bates shall submit progress invoices which are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month, which will be calculated from the invoice date. Furthermore, if the Client has not objected to the invoice, as provided for below, and the invoice is more the sixty (60) days outstanding, Lerch Bates may proceed immediately to collection of the invoice without mediation as a condition precedent. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
1. Lerch Bates shall be compensated to the extent that Lerch Bates' services are requested, directed, and provided regardless of project schedule or Client's billing arrangement with Owner.
 2. If the Client objects to any portion of an invoice, the Client shall so notify Lerch Bates in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
 3. Any dispute over invoiced amounts due which the Client has objected to and cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the following Disputed Invoice Resolution process:
 - a. A demand for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.
 - b. The other party shall deliver a written response to the party demanding mediation within seven (7) calendar days of receipt of the demand for mediation indicating that the other party agrees to mediate.
 - c. Should the other party fail to provide a written response to the demand for mediation within the seven (7) day period, the requirement of mediation as a condition precedent under these Terms and Conditions shall be deemed waived, and Lerch Bates may proceed directly with the filing of a civil complaint in a court of competent jurisdiction.

- S. Additional Services: Lerch Bates' services exceeding the scope of the basic services shall be considered additional services and will be provided based upon a mutually agreeable fee and terms.
- T. Collection Costs: Should litigation or arbitration be necessary to collect any portion of amounts due Lerch Bates for work on the Project, Lerch Bates shall also be entitled to all costs of collection, including reasonable attorneys' and expert fees and costs.
- U. Mediation:
 - 1. Client and Lerch Bates agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as a pre-condition to litigation or arbitration.
 - 2. Client and Lerch Bates further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers, and fabricators.
- V. Termination of Services: Lerch Bates reserves the right, in its sole reasonable discretion, to terminate this Agreement upon thirty (30) days' notice for any reason. Lerch Bates may, at its option, suspend work in the event payments are not received and shall have no liability for any delay caused thereby.
- W. Extent of Agreement: This Agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes all understandings and agreements between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.
- X. This Agreement shall be governed by the state laws of Colorado and Douglas County and all actions pertaining to or arising out of this Agreement shall be filed in said jurisdiction.
- Y. If applicable, Lerch Bates and Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- Z. This proposal expires sixty (60) days from the submission date.

FOR: CITY OF GLENDALE

FOR: LERCH BATES INC.

ACCEPTED

ACCEPTED

BY: _____

BY: 

Adam Robinson

TITLE: _____

TITLE: Consultant

DATE: _____

DATE: April 5, 2023

With an accepted contract we request that you complete the following information and return:

Project Name:	.....
Internal Project #:	.....
P.O. No.:	.....
Bill to Person or Project Manager:	.....
Phone	.....
Email	.....
Billing Address:	..... .....
Project Billing Schedule?	If a project billing schedule exists, please provide
Accounts Payable Contact:	.....
Phone:	.....
Email Address:	..... .....
Insurance Certificate:	Blanket COI attached on next page (If specific COI is required then please send requirements or Addt'l insured)
Lien Waivers Required:	.....
Expenses Billable:	.....
Other Instructions:	.....



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/30/2023 9/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: PHONE: FAX: TAC, No. Ext.: E-MAIL: ADDRESS:											
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D: Allied World Surplus Lines Insurance Company</td> <td>24319</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: The Continental Insurance Company	35289	INSURER C: National Fire Insurance Co of Hartford	20478	INSURER D: Allied World Surplus Lines Insurance Company	24319	INSURER E:
INSURER(S) AFFORDING COVERAGE	NAIC #											
INSURER A: Continental Casualty Company	20443											
INSURER B: The Continental Insurance Company	35289											
INSURER C: National Fire Insurance Co of Hartford	20478											
INSURER D: Allied World Surplus Lines Insurance Company	24319											
INSURER E:												
INSURED 1466328 LERCH BATES, INC. 9780 S. MERIDIAN BLVD. STE 450 ENGLEWOOD CO 80112												

COVERAGES MAIN CERTIFICATE NUMBER: 16283206 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM LTR	TYPE OF INSURANCE	ADDL SUBR (IND. WOOD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	N N	7034525363	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N N	7034525380	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N N	7034525377	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 RETENTION \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/RENTGTY OFFICER/SHAREHOLDERS EXCLUDED? (Mandatory in PA) If yes, describe rider DESCRIPTION OF OPERATIONS: none	Y, N N/A	7034525394 (CA) 7034525414 (AOS)	9/30/2022 9/30/2022	9/30/2023 9/30/2023	<input checked="" type="checkbox"/> 1.15% RETALITE OFF-PR P.L. EACH ACCIDENT \$ 1,000,000 P.L. DISEASE - EA EMPLOYEE \$ 1,000,000 P.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY	N N	0312-0374	9/30/2022	9/30/2023	\$1,000,000 PER CLAIM/ACC

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EVIDENCE OF COVERAGE

CERTIFICATE HOLDER 16283206 EVIDENCE OF COVERAGE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2018/03) The ACORD name and logo are registered marks of ACORD

ENTITY INFORMATION

Search Date and Time: 3/28/2023 1:43:09 PM

Entity Details

LERCH BATES INC.

F13341570

Foreign For-Profit (Business) Corporation

Active

12/28/2006

In Good Standing

1/4/2007

12/28/2006

Entity Name:

Entity ID:

Entity Type:

Entity Status:

Formation Date:

Reason for Status:

Approval Date:

Status Date:

Original Incorporation Date:

Life Period:

Perpetual

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

Business Type: