CITY CLERK
ORIGINAL

C-10898
05/31/2016

PROFESSIONAL SERVICES AGREEMENT

CDBG Parks and Recreation and Library ADA Improvments
Project # 151608

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Dick & Fritsche Design Group, Inc., an Arizona corporation, ("Consultant") as of the 31st day of MAY, 20 16 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

(1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.

(2) Consultant will remain fully responsible for Subcontractor's services.

(3) Subcontractors must be approved by the City.

(4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

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

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

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

3.3 Compliance.

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

b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

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

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

b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $49,010.90 as specifically detailed in **Exhibit D** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and

(2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

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

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

6. Termination.

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

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

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

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

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

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of $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 effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

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

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

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

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

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance 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). A party's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain 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 parties 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 other party'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. Notices.

10.1 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.

10.2 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:

Chad Billings, AIA
Dick & Fritsche Design Group, Inc.
4545 East McKinley Street

Phoenix, Arizona 85008

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 Kelly Hargadin, Enigneering Project Manager
5850 West Glendale Avenue, Suite 315
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **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.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

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

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

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

13. Term. The term of this Agreement commences upon the Effective Date and continues for a one (1)-year period. There are no automatic renewals of this Agreement. If necessary, the City may choose to extend this agreement for good cause in order for the consultant to complete the work.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E.** The final determination will be made by the City.

15. 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
Exhibit E	Dispute Resolution

(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:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Dick & Fritsche Design Group, Inc.,
an Arizona corporation

By: Michael L. Schmitt
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

See Attached

EXHIBIT A
Professional Services Agreement

ADA Upgrades at Parks and Recreation Facilities
CITY OF GLENDALE, ARIZONA
Project No. 151608

PROJECT BACKGROUND
The City of Glendale currently has ten sites noted in an ADA Improvements project list that require repair and maintenance. The specific sites include: Glendale Community Center (Youth Center), O'Neil Recreation Center, Rose Lane Community Center/Park, Ocotillo Rose Park, Bonsall South Park, Orangewood Vista Park, El Barrio Park, Northern Horizon Park, Clavelito Park, Myrtle Park, and Delicias Park. The specific ADA upgrades included in the scope of work was provided by the City of Glendale and has been transcribed into the list below sorted into each individual site.

Bonsall South Park
1. Add one van parking sign to one existing 11' and 5' or 8' and 8'accessible stall
2. Install compliant detectable warning curb ramps and transitions from walkways to vehicular ways as a smart practice
3. Acquire and mount correct fine sign for all stalls
4. Repair, bevel or ramp CIL along AR
5. NOT INCLUDED - Widen AR at the turn to be 42" wide and 48" deep at the turn (could not locate this item in site investigation)
6. Correct slope of curb ramp side flares to max 10%
7. Repair or correct slope of parking space and access aisle to max 2.08% in any direction
8. NOT INCLUDED - Correct or repair sidewalk running slope along AR to max 5%. Survey for this can be provided in the additional survey allowance.
9. NOT INCLUDED - Correct or repair sidewalk cross slope along AR to max 2.08%. Survey for this can be provided in the additional survey allowance.

Clavelito Park
1. Create lined cross walk where pedestrian pathway crosses through vehicular traffic as a smart practice
2. Install compliant detectable warning curb ramps and transitions from walkways to vehicular ways as a smart practice
3. Re-cut or re-pour curb ramp to be max running slope 8.33%, max cross slope 2.08%, having a top landing as wide as the ramp and 36" deep and sides flared max slope 10%

Delicias Park
1. NOT INCLUDED - Correct or repair sidewalk cross slope along AR to max 2.08%. Survey for this can be provided in the additional survey allowance.

El Barrio Park
1. NOT INCLUDED - Repair, bevel or ramp 1.25" CIL along AR. Work to be performed by City of Glendale
2. Install compliant detectable warning curb ramps and transitions from walkways to vehicular ways as a smart practice
3. Correct slope of curb ramp side flares to max 10%

Glendale Community Center

1. ALREADY COMPLETED - Insulate exposed pipes under sink in art room
2. Create lined cross walk where pedestrian pathway crosses through vehicular traffic as a smart practice
3. Add one van parking sign to one van accessible stall and repaint to be 11' and 5' or 8' and 8'
4. Mount compliant signage at entrance designating it as accessible
5. For all doors along the public circulation route, repair, bevel or ramp CIL at main door entry to max .25"
6. Mount compliant signage at all doors along egress route
7. Create a level landing at the top of the curb ramp, 36" deep and as wide as ramp
8. Lower operating mechanisms along the interior AR to max 48" aff to the highest operable part
9. Lower operating mechanisms in art room to max 48" aff to highest operable part
10. Replace grab bar with one 36" long and mount behind toilet, 12" to one side of center and 24" to the other and 33" to 36" aff
11. Replace stall door hardware with hardware that can be operated without a tight pinch or grasp
12. Provide hardware or backup power at exit
13. Acquire and mount at appropriate heights and locations accessible parking signs for all of the stalls
14. Replace rear grab bar with one 36" long and mount behind toilet, 12" to one side of center and 24" to the other and 33" to 36" aff
15. Install compliant detectable warning curb ramps and transitions from walkways to vehicular ways as a smart practice
16. Lower 36" wide segment of service counter to max 36" aff
17. Replace or add one work surface max 34" aff and allowing knee and toe clearance
18. For all doors along the public circulation route, widen pathway approaching entry to extend 18" beyond the latch side of door for maneuvering clearance
19. For all doors along the public circulation route, widen entries to allow for 18" of maneuvering clearance on the pull side of doorways, in the alternative, remove door and frame and widen entry to 36" for access
20. Remount toilet in men's to 16" to 18" from the side wall to centerline
21. Correct curb ramp slope to max 8.33%
22. For all doors along the public circulation route, correct or repair slope at doorway landing to max 2.08% in any direction for level CFS
23. Lower sink to max 34" aff to front of rim at Men's and Women's restrooms
24. Widen AR to urinal to min 36" clear width
25. Correct or repair running slope of AR to max 5%
26. Lower sink to max 34" aff to front of rim at Unisex restroom
27. Repair or correct slope of parking space and access aisle to max 2.08% in any direction
28. For all doors along the public circulation route, replace doors with ones having 32" clear width where indicated
29. Correct or repair sidewalk cross slope along AR to max 2.08%
30. Correct or repair sidewalk running slope along AR to max 5%

Myrtle Park

1. Install compliant detectable warning curb ramps and transitions from walkways to vehicular ways as a smart practice
2. Correct or repair sidewalk cross slope along AR to max 2.08%

Northern Horizon Park

1. Add one van parking sign to one van accessible stall and repaint to be 11' and 5' or 8' and 8'
2. Install compliant detectable warning curb ramps and transitions from walkways to vehicular ways as a smart practice
3. Acquire and mount correct fine sign for all stalls
4. Correct or repair sidewalk cross slope along AR to max 2.08%

Ocotillo Rose Park

1. Install compliant detectable warning at curb ramps and transitions from walkways to vehicular ways as a smart practice
2. Correct curb ramp cross slope to max 2.08%
3. Correct curb ramp landing slope to max 2.08% in any direction
4. Correct or repair sidewalk cross slope along AR to max 2.08%

O'Neil Recreation Center

1. Create lined cross walk where pedestrian pathway crosses through vehicular traffic as a smart practice
2. Insulate exposed pipes under sink in both restrooms
3. Correct or fill 1" gap along AR
4. For all doors along the public circulation route, fill and maintain gaps in doorway maneuvering clearance to max .5"
5. Install compliant detectable warning curb ramps and transitions from walkways to vehicular ways as a smart practice
6. Acquire and mount signage, including access symbol and Braille, mounted on the wall, latch side of door, 48" to the baseline of lowest character and 60" to the baseline of the highest character
7. For all doors along the public circulation route, correct or repair slope at doorway landing to max 2.08% in any direction for level CFS
8. Relocate or recess hand dryers to not interfere with general circulation path, protrusions cannot be greater than 4"
9. Lower 36" wide segment of service counter to max 36" aff
10. For all doors along public circulation route, replace hardware with lever hardware mounted 34" to 38" aff
11. Replace hardware with accessible hardware
12. For all doors along the public circulation route, enlarge sidewalk to 54" to allow maneuvering clearance on the pull side
13. For all doors along the public circulation route, enlarge the concrete pad at exit to allow 18" clearance on latch side, and extend a pathway away from the building for emergency egress
14. Lower operating mechanisms in multipurpose rooms to max 48" aff to highest operable part
15. Lower sink height to max 34" aff
16. For all doors along the public circulation route, replace doors with ones having 32" clear width
17. For all doors along the public circulation route, replace door with one having 32" clear width
18. Reconfigure restrooms to create a wheelchair accessible stall with grab bars and fixtures in correct locations at correct heights, if technically infeasible leave as is

Orangewood Vista Park

1. Correct or repair sidewalk running slope along AR to max 5%
2. Correct or repair sidewalk cross slope along AR to max 2.08%
3. NOT INCLUDED - Correct or repair sidewalk cross slope along AR to max 2.08%. Survey for this can be provided in the additional survey allowance.

Rose Lane Community Center

1. Insulate exposed pipes under sink in both restrooms
2. Replace men's stall door hardware with compliant hardware
3. NOT INCLUDED - Repair, bevel or ramp CIL along AR. Work to be done by City of Glendale.
4. Install compliant detectable warning curb ramps and transitions from walkways to vehicular ways as a smart practice
5. Install compliant detectable warning curb ramps and transitions from walkways to vehicular ways as a smart practice (duplicate, should this have applied to different location?)
6. Remount rear grab bar behind toilet, 12" to one side of center and 24" to the other and 33" to 36" aff in women's stall
7. Relocate or recess hand dryers in both restrooms to not interfere with general circulation path, protrusions cannot be greater than 4"
8. Correct or repair slope at urinal to max 2.08% in any direction for level CFS
9. NOT INCLUDED - Correct or fill 1" gaps along AR (park). Work to be done by City of Glendale.
10. Correct curb ramp slope to max 8.33%
11. Remount grab bars on both stalls to 33" to 36" aff
12. For all doors along the public circulation route, replace hardware with lever hardware where indicated
13. Lower urinal so rim is max 17" aff
14. For all doors along the public circulation route, widen entries to allow for 12" of maneuvering clearance on the push side of doorways
15. Remount toilet in men's to 16" to 18" from the side wall to centerline
16. Enlarge accessible stalls in both restrooms to min 60" clear width, 59" depth
17. Repair or correct slope of parking space and access aisle to max 2.08% in any direction
18. For all doors along the public circulation route, replace doors with doors having 80" overhead clearance
19. Correct or repair sidewalk running slope along AR to max 5%

All items noting a correction to the slope of a walkway, ramp or other paved surface will require the input of a civil engineer which the City of Glendale will procure through a separate contract. DFDG will coordinate that work as part of our scope.

Exhibit B defines the detailed Scope of Work for the ADA Upgrades at Parks and Recreation Facilities architectural services.

END EXHIBIT A

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See Attached

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK
Conceptual Design and Analysis of a Western Area Library Branch
CITY OF GLENDALE, ARIZONA
Project No. 151608

SCOPE OF WORK

TASK I: Research and Information Gathering

1. Kick-off meeting with Glendale staff to discuss overall project objectives and approach.
2. Tour the eleven sites, to visualize opportunities and constraints, gather photos and make notes / observations for each.
3. Note any revisions to the list of corrections and confirm which will require additional input from a civil engineer.

TASK II: Design Phase

1. Meet with Glendale staff to review specific ADA upgrades to confirm proposed solutions to each.
2. Create design sketches as needed to provide level of detail necessary for Contractor to bid the work at each site.
3. While multiple sites are in the scope, the construction package will be issued as a single bid set.
4. Weekly design team meetings are not anticipated. DFDG will attend two (2) meetings at the City of Glendale.
5. Civil engineering will be provided by Project Engineering Consultants (PEC) as a subconsultant to DFDG. PEC will provide survey for areas as indicated in provided aerial plans.

TASK III: Bidding Phase

1. Based on design documents prepared in Task II above, provide assistance to the City in answering questions from contractors bidding the work.
2. Issue addenda as needed to document any changes discovered during the bid phase.
3. Attend pre-bid meeting and bid opening.

TASK IV: Construction Administration

1. Attend construction meetings every other week with the Owner and Contractor (up to 10 site meetings included in scope).
2. Respond to RFI and submittals prepared by the Contractor.
3. Provide final inspection and issue Certificate of Substantial Completion.

TASK V: General Project Management Services

1. Coordinating with the City Project Team.
    a. Attend project meetings as necessary; chairing to meetings, setting agendas and preparing and distributing meeting minutes.
    b. Submitting and retrieving all required documents to the required reviewing entities is not included. It is noted that the work in this scope is considered maintenance and is not being submitted for permit review. If this work is required, it can be submitted as additional services.

c. Preparing and maintaining a project schedule after meeting with the designated City project team to determine appropriate submittal deadlines and to coordinate project submissions.
d. Submit a written monthly progress report to the Project Team during the entire period of the project. Also, submit a monthly project schedule update and status report, as well as a quarterly project cash flow schedule. This information will be submitted to City Engineering Administration for the entire period of the project.
   - Project Schedule: The Consultant shall prepare a significant event calendar within fourteen (14) days of the Notice to Proceed (NTP). The schedule will be provided in GANTT format. The initial schedule should show the original start date with initial completion date as a reference. One copy of a preliminary schedule, with the time line and data dates, shall be submitted at the project kick-off meeting. As a minimum, general time frames for project milestones shall be provided. The Consultant shall update the schedule monthly to keep it current showing comparison with the Baseline/Target schedule. The updated schedule report shall be submitted with the monthly invoice.
   - Invoices: The Consultant shall submit a projection of monthly project billings (Cash Flow) with the fee proposal. The projected billing will be consistent with the project tasks, the project schedule, and the fee proposal. Projected invoices, with progress and status reports, will be delivered to the City's Project Manager no later than the 25th day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and consultant service identified in the approved fee proposal. The percent complete shall be determined by the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed or paid, the amount due for the current period, the project balance and the percent complete per tasks.

The Consultant shall submit one hard copy invoice to the City Project Manager, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301.

- Cash Flow: The cash flow schedule will provide information to the City regarding future funds needed to complete the project. It is the responsibility of the Consultant to submit the project life cycle cash flow spreadsheet on a quarterly basis. Non-response to this requirement could delay payments to the Consultant.

The Consultant will collect or estimate the cash flow information from all the parties involved in the project (e.g., design consultants, engineers, etc.) and will combine this information using the Excel four (4) page workbook provided to the Consultant by the City Engineering Division. The Consultant will need to obtain the cash flow information from any sub-consultants and coordinate this information into the overall cash flow information. The Consultant will complete the four (4)-page workbook and send it electronically to Gloria Olaya (golaya@glendaleaz.com), with the Engineering Division. To request an electronic form, address requests to Gloria Olaya, email above, or call 623-930-3630.

END EXHIBIT B

EXHIBIT C
Professional Services Agreement

SCHEDULE

See Attached

EXHIBIT C
Professional Services Agreement

Conceptual Design and Analysis of a Western Area Library Branch
CITY OF GLENDALE, ARIZONA
Project No. 151608

SCHEDULE

The schedule presented below represents approximate time frames for completion of the tasks described in Exhibit B, Scope of Work. Our team will work closely with the City of Glendale to refine the schedule as we commence work. The overall schedule duration for this project is estimated to require ten (10) weeks from Notice to Proceed to submit bid documents.

ESTIMATED SCHEDULE – CONCEPT STUDY SERVICES

Task	Estimated Duration	Completion Date
I. Research and Information Gathering	3 weeks	June 17, 2016
II. Design Phase	7 weeks	Aug 1, 2016
III. Bidding Phase	3 weeks (8/15-9/8)	Sept 8, 2016
IV. Construction Administration	60 days (12/27 – 2/28)	Feb28, 2017
V. General Project Management Services	Concurrent with Tasks I-IV	----------

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rate plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $49,010.90.

DETAILED PROJECT COMPENSATION

See Attached.

EXHIBIT D
Professional Services Agreement

Conceptual Design and Analysis of a Western Area Library Branch
CITY OF GLENDALE, ARIZONA
Project No. 151608

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION
Compensation shall be hourly rate plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT
The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $49,010.90.

DETAILED PROJECT COMPENSATION

BASIC DESIGN PHASE SERVICES	
Task I: Research and Information Gathering:	$11,642.60
Task II: Design Documents	$22,678.30
Task III: Bidding Phase	$1,490.00
Task IV: Construction Administration	$6,100.00
Task V: General Project Management Services	$2,600.00
STUDY PHASE PROFESSIONAL SERVICES TOTAL:	$44,510.90
Reimbursable Expense Allowance	$1,000.00
City Allowance	$3,500.00
TOTAL PROJECT SERVICES AND ALLOWANCES **Not to Exceed**	**$49,010.90**

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.

1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. Services to Continue Pending Dispute. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. Exceptions.

4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.

4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.