

CITY CLERK ORIGINAL

C-9134
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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 21st day of July, 2014, by and between WILLDAN ENGINEERING, INC. ("Willdan"), a corporation, and the City of Glendale, a **municipal Jurisdiction** ("Client").

WHEREAS, Client desires to employ Willdan to furnish ongoing professional services in connection with continued operation of the **Clients Building Safety Operation and other professional services as needed**, (the "Project").

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

1. Services. Willdan shall provide to Client the services described in detail in Exhibit "A", Description of Services, attached hereto and incorporated herein by this reference.

2. Compensation. Willdan shall be compensated for services rendered under Section 1, in accordance with the terms and conditions indicated in Exhibit "B," Compensation. Compensation shall not exceed twenty two thousand eighty dollars (\$22,080.00). Willdan may submit monthly statements for services rendered. It is intended that payments to Willdan will be made by Client within ten (45) days of invoice.

3. Indemnification. Each party hereto agrees to save, keep, and hold harmless the other party hereto from all damages, costs, or expenses in law and equity including costs of suit to the extent resulting from its own negligent acts, errors, omissions, recklessness or willful misconduct. Neither party shall be required to defend the other party from any such claims, it being the intent of the parties that they shall each be responsible for its own defense.

4. Hazardous Materials. Client acknowledges that Willdan's scope of services for this project does not include any work related in any way to asbestos and/or hazardous waste. Should Willdan or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Willdan's work, Willdan may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

5. Insurance. Without in any way limiting Willdan's liability pursuant to the indemnification described above, Willdan shall maintain, during the term of this contract, the following insurance:

Coverage	Minimum Limits
Commercial General Liability, including: Premises and Operations Contractual Liability Personal-Injury Liability Independent Contractors Liability (if applicable)	\$1,000,000 per occurrence and \$2,000,000 general aggregate
Comprehensive Automobile Liability (including, owned, non-owned and hired autos)	\$1,000,000 Combined Single Limit, per occurrence
Workers' Compensation and Employer's Liability	Statutory, \$1,000,000
Professional Liability (Errors & Omissions) For a professional error, act or omission arising out of the scope of work. Any retro-active date under a claims made policy must precede the date of this agreement and must be maintained for a period of at least 1 (one) year after contract completion.	\$1,000,000 per claim and annual aggregate

All policies shall contain a waiver of subrogation in favor of Client. Except Workers Compensation and Professional Liability Insurance coverage, such insurance shall include endorsements naming Client and its directors, officers, employees and agents as additional insured with respect to liabilities arising out of the performance of services hereunder. Willdan shall provide Client with certificates of insurance documenting that Willdan has obtained the above coverages. Such certificates shall include the required provisions and endorsements required by this agreement. Such Certificates shall include a statement that insurance may not be cancelled without 30 days prior written notice to Client by first class mail, postage prepaid, 10 days notice in the event that cancellation is due to nonpayment of premium.

6. Independent Contractor Status. Willdan shall be an independent contractor and shall have responsibility for and control over the details and means of providing the services under this Agreement.

7. Ownership and Maintenance of Documents. All documents including without limitation, reports, plans, specifications, field data, field notes, laboratory test data, calculations estimates, furnished by Willdan pursuant to this Agreement, regardless of media (i.e. paper, electronic, magnetic, optical, mylar, etc.), are instruments of Willdan's services in respect to this project and not products.

Client acknowledges that its right to utilize the services and instruments of services of Willdan will continue only so long as Client is not in default of the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Willdan has the unrestricted right to use the services provided pursuant to this agreement as well as all instruments of service provide pursuant to this agreement.

Willdan's records, documents, calculations, test information, and all other instruments of service shall be kept on file in legible form for a period of not less than six years after completion of the services covered in this Agreement.

8. Suspension of Work. Client may, at any time, by fifteen (15) days written notice, suspend further performance by Willdan. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Willdan shall be paid for all services performed and reimbursable expenses incurred prior to the suspensions date.

9. Termination. Either party may terminate this Agreement at any time by giving fifteen (15) days written notice to the other party of such termination. if this Agreement is terminated as provided herein, Willdan will be Compensated for the services actually performed at the agreed Rates.

10. Compliance with Law. Each party hereto will use reasonable care to comply with applicable laws in effect at the time the services are performed hereunder which to the best of their knowledge, information and belief apply to their respective obligations under this Agreement.

11. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, but it shall not be assigned by either party without written consent of the other party.

12. Attorneys Fees. In the event that any judgment is entered in any action upon this Agreement, the party hereto against whom such judgment is rendered agrees to pay the amount equal to the reasonable attorneys fees of the prevailing party in such action and that such amount may be added to and made a part of such judgment.

13. Dispute Resolution. If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies:

A. A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

B. There after Disputed shall be litigated in Superior Court, State of Arizona County of Maricopa.

14. Records. Records of Willdan's direct labor costs, payroll costs, and reimbursable expenses pertaining to the project covered by this Agreement will be kept on a generally recognized accounting basis and made available during normal business hours upon reasonable notice. Willdan's records will be available for examination and audit if and as required.

15. Insolvency of Client. Willdan shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

16. Miscellaneous Provisions. This Agreement is subject to the following special provisions:

A. The titles used in this Agreement are for general reference only and are not a part of the Agreement.

B. This Agreement shall be interpreted as though prepared by both parties.

C. Any provision of this Agreement held to violate any law shall be deemed void, and all remaining provisions shall continue in full force and effect.

D. This Agreement shall be interpreted under the laws of the State of Arizona.

E. This Agreement comprises a final and complete repository of the understandings between the parties and supersedes all prior or contemporary communications, representations or agreements, whether oral or written, relating to the subject matter of this Agreement.

F. Any notices given pursuant to this agreement shall be effective on the third business day after posting by first class mail, postage prepaid, to the address appearing immediately after the signatures below.

G. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Willdan harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the negligence of Willdan.

H. Willdan shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

I. Waiver by either of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any subsequent breach of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated to be effective on the day and year first above written.

WILLDAN ENGINEERING, Inc.

CITY OF GLENDALE, Arizona

By: Ronald L Espalin

By: Julie Frisoni

Name: Ronald L Espalin PE,

Name: Julie Frisoni

Title: Director of Building Safety

Title: Asst. City mgr.

Address: 1440 East Missouri Ave.
Phoenix, Az. 85014

Address: 5850 W. Glendale
Glendale, AZ 85301

Telephone: (602) 870-7600

Telephone: 623. 930. 2962

ATTEST:

Janet Hanna
City Clerk

Approved as to form

Michael Bailey by [Signature]
City Attorney

EXHIBIT A

Scope of Services

Department Services

WILLDAN will provide plans examiners to the Client as needed to provide for the continuing operation of the City's Building Code enforcement operation. The scope of the plan review to be provided is limited to Structural plan Review using the codes, ordinances and related documents as adopted or referenced by the City of Glendale;

I. BUILDING DEPARTMENT PLAN CHECK SERVICES.

WILLDAN shall, at the request of Client, examine plans for compliance with the structural provisions of the applicable Building, Codes and other pertinent Federal and State regulations falling within the purview of the City of Glendale, the City Building Official and other Departments as determined necessary. Employees of WILLDAN shall have the power and the duties of the City position being represented when performing such duties.

WILLDAN shall have the protection from liability afforded by applicable Code to the maximum extent permitted by law when WILLDAN is acting pursuant to the provisions of such section outlined in Exhibit A - Scope of Services. This provision is not intended and shall not operate in any way to increase the City of Glendale's liability or to decrease its lawful immunity from liability.

Exhibit B

COMPENSATION

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For plan review services of for determining compliance with the structural provisions of the codes, ordinances and related documents adopted by the City of Glendale as defined in Exhibit A of this Agreement, WILLDAN shall be compensated at an hourly rate for the services provide with a maximum expenditure of twenty two thousand eighty Dollars (\$22,080.00) The method for determining the compensation is an agreed upon hourly rate of \$115.00 per hour for a period not to exceed 192 hours anticipated to be equally distributed as 32 hours a week for a 6 week period.