



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ray Malnar
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, January 10, 2017

6:00 PM

Council Chambers

Voting Meeting

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

APPROVAL OF THE MINUTES OF DECEMBER 13, 2016 SPECIAL MEETING AND DECEMBER 20, 2016 VOTING MEETING

1. [16-663](#) APPROVAL OF THE MINUTES OF DECEMBER 13, 2016 SPECIAL MEETING AND DECEMBER 20, 2016 VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

Attachments: [Meeting Minutes of December 13, 2016 Special Meeting](#)
[Meeting Minutes of December 20, 2016](#)

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

2. [16-661](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS 7114
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Application](#)
[Calls for Service](#)

3. [16-662](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21965, LUCKY'S PIZZA
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Map](#)
[Calls for Service](#)

4. [16-664](#) AUTHORIZATION FOR THE PURCHASE OF TABLEAU SOFTWARE LICENSES, SERVICES, AND MAINTENANCE FROM CDW-G UTILIZING A COOPERATIVE PURCHASING CONTRACT
Staff Contact: Charles Murphy, Chief Information Officer, Innovation and Technology

Attachments: [End User License Agreement](#)
[Quote Confirmation - HPHL041](#)
[Quote Confirmation - HNBN497](#)

5. [16-640](#) AWARD OF RFP 17-07 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., TO PROVIDE FINANCIAL PLANNING AND RATE STUDY SERVICES
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Agreement](#)

6. [16-648](#) AWARD OF IFB 17-15 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DANA KEPNER COMPANY, INC., FOR LARGE WATER METERS AND PARTS
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Agreement](#)
[Bid Tabulation](#)

7. [16-651](#) AWARD OF RFP 17-08 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH M.P. ENVIRONMENTAL SERVICES, INC., FOR SLUDGE

EXCAVATION AND HAULING SERVICES

Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Agreement](#)

8. [16-652](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH INDUSTRIAL AUTOMATION SERVICES, INC., A SOLE SOURCE PROVIDER, FOR PARTS, EQUIPMENT, AND SERVICE FOR KROHNE EQUIPMENT

Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Professional Services Agreement](#)

9. [16-653](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BALAR HOLDING CORPORATION, DOING BUSINESS AS BALAR EQUIPMENT, A SOLE SOURCE PROVIDER, FOR PARTS, EQUIPMENT, AND SERVICE FOR STANLEY TOOLS AND E.H. WACHS EQUIPMENT

Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Professional Services Agreement](#)

10. [16-657](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH CAL-PACIFIC CARBON, LLC, FOR THE PURCHASE OF POWDERED ACTIVATED CARBON

Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Amendment No. 1](#)

11. [16-667](#) AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY TRANSFER TO CAPITAL PROJECTS BUILDING MAINTENANCE RESERVE FOR VARIOUS CRITICAL OR SAFETY-RELATED REPAIR AND REPLACEMENT PROJECTS AT CITY FACILITIES

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Facilities December 2016 Contingency Request](#)

12. [16-668](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR ADDITIONAL DESIGN SERVICES FOR THE NORTH APRON REHABILITATION PHASE II PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Amendment No. 2](#)

13. [16-669](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, L.L.C., FOR THE 47TH AVENUE STORM DRAIN PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Construction Agreement](#)[Bid Tabulation](#)

14. [16-670](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SALT RIVER PROJECT (SRP) TO INITIATE DESIGN AND CONSTRUCTION ON THE SALT RIVER PROJECT AESTHETICS PROJECT LOCATED AT 47TH AVENUE FROM NORTH OF GLENDALE AVENUE TO NORTHVIEW AVENUE
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [Aesthetics Program Funding Agreement](#)

CONSENT RESOLUTIONS

15. [16-630](#) RESOLUTION NO. R17-01
- A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX ADMINISTERED BY ITS FIRE DEPARTMENT FOR INCIDENT SAFETY OFFICER SYSTEM (ISOS) TRAINING FOR GLENDALE FIREFIGHTERS.
Staff Contact: Terry Garrison, Fire Chief
- Attachments:** [Resolution No. R17-01](#)
[Memorandum of Understanding](#)

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

16. [16-658](#) ORDINANCE NO. O17-01
- AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 16480 NORTH 59TH AVENUE FROM C-O (COMMERCIAL OFFICE) TO G-O (GENERAL OFFICE); AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED.
Staff Contact: Jon M. Froke, AICP, Planning Director
- Attachments:** [Ordinance No. O17-01 with Exhibit A](#)
[Planning Staff Report](#)

ORDINANCES

17. [16-671](#) ORDINANCE NO. O17-02
- AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON DISCOVERY DRIVE WEST OF 79TH AVENUE; DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE; AND DECLARING AN EMERGENCY.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance No. O17-02 with Exhibit A and Exhibit B](#)

18. [16-672](#) ORDINANCE NO. O17-03

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED FOR RIGHT OF WAY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 59TH AND NORTHERN AVENUES AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance No. O17-03 with Exhibit A and Exhibit B](#)

19. [16-673](#) ORDINANCE NO. O17-04

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON 59TH AND OLIVE AVENUE INTERSECTION AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE AND SAID EASEMENT AND DECLARING AN EMERGENCY.
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance No. O17-04 with Exhibit A and Exhibit B](#)

NEW BUSINESS

20. [16-569](#) COUNCIL SELECTION OF VICE MAYOR
Staff Contact: Brent Stoddard, Director, Public Affairs

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 16-663, **Version:** 1

APPROVAL OF THE MINUTES OF DECEMBER 13, 2016 SPECIAL MEETING AND DECEMBER 20, 2016 VOTING MEETING
Staff Contact: Julie K. Bower, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, December 13, 2016

6:00 PM

VOTING VACATED - COUNCIL INSTALLATION CEREMONY

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Joyce Clark

Councilmember Ray Malnar

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

- Present:** 6 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Ray Malnar, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner
- Absent:** 1 - Councilmember Samuel Chavira

Also present were Kevin Phelps, City Manager; Tom Duensing, Assistant City Manager; Michael Bailey, City Attorney; Julie K. Bower, City Clerk; and Darcie McCracken, Deputy City Clerk.

PRAYER/INVOCATION

The prayer/invocation was given by Joe Eriquez, President of From the Heart.

**PRESENTATION OF COLORS - 388TH COMPOSITE SQUADRON, ARIZONA WING,
CIVIL AIR PATROL COLOR GUARD**

The flag colors were posted by the 388th Composite Squadron, Arizona Wing, Civil Air Patrol Color Guard.

NATIONAL ANTHEM

The National Anthem was performed by Dr. Mai-ly Duong.

PLEDGE OF ALLEGIANCE**MAYOR'S WELCOME**

Mayor Weiers thanked Dr. Mai-ly Duong for her performance of the National Anthem. He welcomed the incoming and re-elected Councilmembers, as well as family and friends. He thanked the members of the Mayor's Youth Advisory Commission who assisted with the seating of ceremony attendees. Mayor Weiers said the installation was a new beginning for the Council.

OATH OF OFFICE

Sue Breeding, Senior Public Information Officer and Communications Manager, welcomed everyone to the installation ceremony. She said the City was honored to have elected officials from the federal delegation, state legislature and county board of supervisors, as well as former members of the Glendale City Council and mayors and other leadership from other cities and tribal nations in the audience this evening.

A. Mayor-elect Jerry P. Weiers, Oath of Office Administered by The Honorable Judge Gerald Williams, Justice of the Peace of the North Valley Justice Court

Ms. Breeding called Mayor-elect Jerry P. Weiers and The Honorable Judge Gerald Williams forward to the podium for the oath of office.

The Oath of Office for Mayor-elect Jerry P. Weiers was administered by The Honorable Judge Gerald Williams, Justice of the Peace of the North Valley Justice Court.

Mayor Weiers thanked his wife, Sandy, for her support because he could not do the job without it. He acknowledged and thanked his mother and his daughter and her family, who were in attendance.

Mayor Weiers thanked his supporters for their belief in him to do the right thing for the City. The last four years hadn't been easy, but he had done his best to make the right decisions for the citizens of Glendale. He was committed to making the tough decisions and the City was now financially stable. Glendale had the strongest reserve level it had seen in many years and the bond ratings had improved to a stable, positive level. The Economic Development team was the busiest it had ever been. Council had worked hard to build relationships and make Glendale a place residents and businesses wanted to come.

Mayor Weiers promised to continue supporting new development in the City that were in the best interest of the citizens. He wanted to make a positive impact on someone's life every day and had charged the employees with that same goal. He asked everyone to try and make a positive difference in someone's life every day. He loved his job and it was an honor to be the City's Mayor. He thanked everyone for their support.

B. Councilmember-elect Joyce V. Clark, Yucca District, Oath of Office Administered by The Honorable Judge Quentin V. Tolby (Retired)

Ms. Breeding asked Councilmember-elect Joyce V. Clark and The Honorable Judge Quentin V. Tolby to come to the podium for the oath of office.

The Oath of Office for Councilmember-elect Joyce V. Clark, Yucca District, was administered by The Honorable Judge Quentin V. Tolby (Retired).

Councilmember Clark thanked Judge Tolby for swearing her in and said the Judge and his wife had been passionate advocates for Glendale for a very long time. She felt like she had risen from the political dead and wouldn't be here without her family. Councilmember Clark introduced her husband, Charlie, and other family members in attendance. She said all of her support during the election came from Yucca District citizens or within the City of Glendale. She introduced several members of the community who had supported her and her campaign.

Councilmember Clark said she was excited and grateful to have the opportunity to work with the new Councilmembers, working toward moving Glendale to a better future.

C. Councilmember-elect Ian Hugh, Cactus District, Oath of Office Administered by The Honorable Judge Quentin V. Tolby (Retired)

Ms. Breeding asked Councilmember-elect Ian Hugh and The Honorable Judge Quentin V. Tolby to come to the podium for the oath of office.

The Oath of Office for Councilmember-elect Ian Hugh, Cactus District, was administered by The Honorable Judge Quentin V. Tolby (Retired).

Vice Mayor Hugh said it was an honor to have Judge Tolby swear him in. He had served with Judge Tolby on a previous Council and Judge Tolby had been a Sabre Jet pilot.

Vice Mayor Hugh introduced and thanked his family members and friends who were in the audience. Vice Mayor Hugh especially thanked his wife, Sharon, for her support. He said he enjoyed serving on the Council and would work to keep moving the City forward.

D. Councilmember-elect Ray Malnar, Sahuaro District, Oath of Office Administered by The Honorable Elizabeth R. Finn, Presiding Judge of the Glendale City Court

Ms. Breeding asked Councilmember-elect Ray Malnar and The Honorable Elizabeth R. Finn to come to the podium for the oath of office.

The Oath of Office for Councilmember-elect Ray Malnar, Sahuaro District, was administered by The Honorable Elizabeth R. Finn, Presiding Judge of the Glendale City Court.

Councilmember Malnar said it was a great privilege and thanked his wife, Mary, and children for their support. He said his first year serving the community had been spectacular and Glendale was a well-run city. He had learned that staff worked hard every day to make Glendale a better place to live. He wanted Glendale to become even better and would work hard to make that happen.

Councilmember Malnar said he was listening to and was the voice of his constituents. Residents could provide their input where they wanted Glendale to be in the future. He wanted to take action to beautify the City and continue to make improvements. Glendale was the gateway to the west valley and there were many opportunities for economic development. He was thrilled to be on the Council at this time. He looked forward to working with all the Councilmembers and looked forward to discussing and debating issues. Councilmember Malnar said the challenge was to create effective policy that would ensure long-term economic stability and improved way of life for all residents of Glendale.

CEREMONIAL CITY COUNCIL PHOTOGRAPH

Ms. Breeding invited the Mayor and all the Councilmembers up to the podium for a photograph.

ADJOURNMENT

Ms. Breeding thanked everyone for their support, participation and attendance.

Dr. Mai-ly Duong sang God Bless America.

Mayor Weiers thanked Ms. Duong for her performance and thanked everyone for attending. Mayor Weiers then adjourned the meeting.

The City Council adjourned at 6:45 p.m.

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, December 20, 2016

11:00 AM

VOTING MEETING DATE/TIME CHANGE

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Joyce Clark

Councilmember Ray Malnar

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

Present: 7 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Joyce Clark, Councilmember Ray Malnar, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Kevin Phelps, City Manager; Tom Duensing, Assistant City Manager; Michael Bailey, City Attorney; Julie K. Bower, City Clerk; and Darcie McCracken, Deputy City Clerk.

PLEDGE OF ALLEGIANCE

The invocation was offered by Pastor Emmanuel Allen from the Breakthrough Life Church.

PRAYER/INVOCATION**CITIZEN COMMENTS**

James Diebler, a Phoenix resident, expressed concerns about feral cats living in abandoned cars in south Glendale. He also said the City should install a playground that met ADA requirements for children with disabilities. The perfect place to install an autistic playground was Sahuaro Ranch Park.

APPROVAL OF THE MINUTES OF DECEMBER 6, 2016

1. [16-642](#) APPROVAL OF THE MINUTES OF DECEMBER 6, 2016
Staff Contact: Julie K. Bower, City Clerk

A motion was made by Councilmember Aldama, seconded by Councilmember Clark, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

CONSENT AGENDA

Ms. Bower read Consent Resolution items 23 through 27.

Mayor Weiers said Councilmember Tolmachoff was requesting an explanation of Item 10.

Councilmember Clark asked to have Items 8 and 11 heard separately.

Councilmember Aldama asked to have Item 25 heard separately.

Ms. Bower read Items 8, 10, and 11.

2. [16-623](#) RECOMMEND APPROVAL OF TWO SPECIAL EVENT LIQUOR LICENSES, ARIZONA SPORTS FOUNDATION DBA FIESTA BOWL
Staff Contact: Vicki Rios, Director, Budget and Finance

3. [16-628](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21894, HOME2 SUITES BY HILTON
Staff Contact: Vicki Rios, Director, Budget and Finance
4. [16-626](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-4682, WINCO FOODS #109
Staff Contact: Vicki Rios, Director, Budget and Finance
5. [16-550](#) AUTHORIZATION TO APPROVE A SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, A SOLE SOURCE PROVIDER
Staff Contact: Vicki Rios, Director, Budget and Finance
6. [16-600](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX TO ACCESS PHOENIX'S BUSINESS INTELLIGENCE SYSTEM FOR TRANSACTION PRIVILEGE TAX REMITTANCE ANALYTICS
Staff Contact: Vicki Rios, Director, Budget and Finance
7. [16-627](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH HYAS GROUP, LLC, FOR DEFERRED COMPENSATION PLAN CONSULTING SERVICES
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
9. [16-608](#) AUTHORIZATION FOR THE EXPENDITURE OF FUNDS AND TO ENTER INTO A LINKING AGREEMENT WITH CDW GOVERNMENT, LLC, FOR SOFTWARE
Staff Contact: Chuck Murphy, Chief Information Officer, Innovation and Technology
12. [16-587](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SUMMIT ELECTRIC SUPPLY CO., INC., A SOLE SOURCE PROVIDER, FOR SUPPORT SERVICES FOR SCHNEIDER ELECTRIC MODICON PLC SOFTWARE
Staff Contact: Craig Johnson, P.E., Director, Water Services
13. [16-624](#) AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH ALTEC INDUSTRIES, INC., A SOLE SOURCE PROVIDER, FOR REPAIR OF HEAVY DUTY VEHICLES
Staff Contact: Jack Friedline, Director, Public Works
14. [16-625](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH COCHISE PETROLEUM EQUIPMENT COMPANY, INC., FOR MAINTENANCE AND REPAIR SERVICES TO BULK FUELING AND LUBRICATION SYSTEMS
Staff Contact: Jack Friedline, Director, Public Works

15. [16-631](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GAVAN & BARKER, INC., FOR 2014-2015 DRAINAGE STUDIES
Staff Contact: Jack Friedline, Director, Public Works
16. [16-633](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HOLBROOK ASPHALT, LLC, FOR THE HA5 SURFACE PRESERVATION PROJECT
Staff Contact: Jack Friedline, Director, Public Works
17. [16-634](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CALIENTE CONSTRUCTION, INC., FOR GENERAL MAINTENANCE AND REPAIR SERVICES
Staff Contact: Jack Friedline, Director, Public Works
18. [16-636](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT, INC., FOR PUBLIC HOUSING PARKING LOT IMPROVEMENTS
Staff Contract: Jack Friedline, Director, Public Works
19. [16-637](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DWL ARCHITECTS + PLANNERS, INC., FOR THE FIELD OPERATIONS COMPLEX MASTER PLAN UPDATE
Staff Contact: Jack Friedline, Director, Public Works
20. [16-638](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PROJECT ENGINEERING CONSULTANTS, LTD., FOR THE 91ST AVENUE IMPROVEMENTS PROJECT
Staff Contact: Jack Friedline, Director, Public Works
21. [16-639](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION OF SRP FACILITIES WITH SALT RIVER VALLEY WATER USERS' ASSOCIATION AND APPROVAL OF A BUDGET APPROPRIATION TRANSFER FOR THE RELOCATION OF IRRIGATION FACILITIES IN THE INTERSECTION OF 59TH AND OLIVE AVENUES
Staff Contact: Jack Friedline, Director, Public Works
22. [16-604](#) AUTHORIZATION TO ENTER INTO A MONTH-TO-MONTH BANKING AGREEMENT WITH BANK OF AMERICA CORPORATION
Staff Contact: Vicki Rios, Director, Budget and Finance

CONSENT RESOLUTIONS

23. [16-629](#) RESOLUTION NO. 5189 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE,

MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTED THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PEORIA TO PARTICIPATE IN A REGIONAL FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ASSISTANCE TO FIREFIGHTERS GRANT (AFG) BY THE GLENDALE FIRE DEPARTMENT.

Staff Contact: Terry Garrison, Fire Chief

24. [16-620](#) RESOLUTION NO. 5190 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REQUESTING EXEMPTION FROM THE REQUIREMENT BY THE INDUSTRIAL COMMISSION OF ARIZONA TO POST SECURITY FOR THE CITY OF GLENDALE'S SELF-INSURED WORKERS' COMPENSATION CLAIMS.

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

26. [16-645](#) RESOLUTION NO. 5192 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF GRANT AGREEMENT NO. 2014-280; ACCEPTANCE OF A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, VICTIMS OF CRIME ACT (VOCA); AND APPROVING MATCHING FUNDS, FOR THE GLENDALE POLICE DEPARTMENT'S VICTIM ASSISTANCE GRANT PROGRAM FOR FISCAL YEAR 2016-17.

Staff Contact: Rick St. John, Police Chief

27. [16-646](#) RESOLUTION NO. 5193 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF GRANT AGREEMENT NO. 2014-281; ACCEPTANCE OF A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, VICTIMS OF CRIME ACT (VOCA); AND APPROVING MATCHING FUNDS, FOR THE GLENDALE POLICE DEPARTMENT'S VICTIM ASSISTANCE PROGRAM IN FISCAL YEAR 2016-17.

Staff Contact: Rick St. John, Police Chief

Approval of the Consent Agenda

A motion was made by Turner, seconded by Tolmachoff, to approve the recommended actions on Consent Agenda Item Numbers 2 through 7, 9, 12 through 22 and Consent Resolution Item Numbers 23, 24, 26 and 27. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

8. [16-635](#) POSITION RECLASSIFICATIONS

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Mr. Brown said the item was a request for Council to reclassify existing positions within the organization due to a change in duties or responsibilities. The three positions being requested for classification included two positions in Water Services and one position in Public Works. He said there was no budget impact for this fiscal year, but there would be a budget impact for next fiscal year.

Councilmember Clark thanked Mr. Brown for doing a matrix and found it very informative. She said staff had come forward almost every month with position reclassifications, for a total of 34 reclassifications at a total cost of \$299,000. Councilmember Clark asked if it was correct that \$78,000 was attributed to the general fund and \$221,000 was attributed to enterprise funds.

Mr. Brown said that was correct.

Councilmember Clark said previously, position reclassifications had not come before Council. She asked if this was a new process.

Mr. Brown said the process had been in place for at least three years. He said the positions would come back before Council during the budget workshops through department presentations.

Councilmember Clark expressed concern about doing reclassifications in a piecemeal manner as it was difficult for Council to keep track of the budget impacts. She asked if reclassifications could be brought forward on a quarterly basis or every six months.

Mr. Brown said the departments would often take a look at the positions when they become vacant. His staff did encourage department directors to ensure that it was the position the department still needed prior to the job being posted. If the position was better utilized in a different way, it might be reclassified prior to posting. He said staff would look at bringing reclassifications forward on a quarterly basis.

Councilmember Clark hoped directors were looking at vacant positions all the time as part of the ongoing budget process to determine if the positions were still necessary.

Councilmember Aldama said a Council priority was to be more transparent and this process met that goal. He agreed that consolidating the reclassification would streamline the process. He said bringing the reclassifications forward for Council review made the process more transparent both for residents and for City employees.

A motion was made by Councilmember Clark, seconded by Councilmember Tolmachoff, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

10. [16-647](#) AUTHORIZATION TO ELIMINATE A POSITION IN THE COMMUNITY SERVICES DEPARTMENT AND CREATE A POSITION IN THE INNOVATION AND TECHNOLOGY DEPARTMENT

Staff Contact: Chuck Murphy, Director, Innovation and Technology

Mr. Murphy said the request was to eliminate a position in Community Services and to move that position to Information Technology for the purpose of providing SCADA management support in Water Services.

Councilmember Tolmachoff asked what position was being eliminated in Community Services and asked if it was a funded, vacant position.

Mr. Duensing said the position was vacant and was identified as federally-funded in the Community Services Department. He said no federal funding was anticipated for the position and it had been vacant for a number of years. He said it would not change the number of FTEs.

Councilmember Tolmachoff asked if the new position would be funded by the enterprise fund.

Mr. Duensing said that was correct.

Councilmember Turner said it was important for Councilmembers to know that the vacant position was unfunded and he would like to see that information provided in the Council report.

A motion was made by Councilmember Tolmachoff, seconded by Vice Mayor Hugh, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

11. [16-632](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DICK AND FRITSCHE DESIGN GROUP, INC., TO PROVIDE ARCHITECTURAL AND DESIGN SERVICES FOR THE PROPOSED HEROES PARK BRANCH LIBRARY

Staff Contact: Elaine Adamczyk, Interim Director, Community Services

Ms. Adamczyk said this was a request to enter into an agreement with Dick & Fritsch Design Group (DFDG) to provide potential designs for the Heroes Regional Branch Library, as well as a request for a CIP transfer to cover the costs. She said there was currently no bond funding or general funds to pay for construction of the branch library, however, development impact fees had been identified for construction funding.

Ms. Adamczyk said the new library would be a single-story building of approximately 8,000 square feet. Dick & Fritsch Design Group had been selected after an RFP process. The park site had been unanimously recommended and there had been extensive public discussion about the item.

Ms. Adamczyk said Dick & Fritsch would provide design for both modular and brick and mortar facilities, as well as a combination of both to allow for future expansion of

the building. Staff would bring the designs back before Council for approval once they were developed. She said photos of the proposed design, as well as detailed capital costs for the project, would also be provided to Council at that time.

Councilmember Clark thanked Ms. Adamczyk and the Council for making the commitment to move forward with the project. It was much appreciated by the residents. She was glad that Dick & Fritsch were working on both modular and brick and mortar options for the project. Apparently, there was a possibility to put in a brick and mortar building for about the same amount of money as the modular option.

A motion was made by Councilmember Clark, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

25. [16-622](#) RESOLUTION NO. 5191 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM.

Staff Contact: Elaine Adamczyk, Interim Director, Community Services

Ms. Adamczyk said this was a request to enter into an intergovernmental agreement with Maricopa County Human Services Department for the receipt of HOME Investment Partnership funds. It allowed the City to utilize over \$500,000 from the HOME program for FY2016-17 and clarified Glendale's role as required by HUD. The funds were used to address housing related needs such as housing rehabilitation, replacement housing and new infill construction for qualified homeowners. The funds would allow Glendale to provide housing to low to moderate income homeowners and to partner with other agencies providing housing related needs. The Community Development Advisory Committee (CDAC) had approved the use of the funds.

Councilmember Aldama asked if the Sonorita neighborhood was eligible for the funds.

Ms. Adamczyk said the Sonorita neighborhood was excluded from use of the funds due to the proximity to the railroad tracks and to businesses in that community.

Councilmember Aldama said the program was to provide for low to moderate income families, and residents in the Sonorita neighborhood would not meet those guidelines because they had poverty level incomes. He explained it was great that the funds were available to families in need, but the Sonorita neighborhood remained a problem and their quality of life was diminished.

A motion was made by Councilmember Turner, seconded by Vice Mayor Hugh, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

ORDINANCES

28. [16-654](#) ORDINANCE NO. 3033 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING AND REPLACING GLENDALE CITY CODE, CHAPTER 2, ARTICLE II, SECTIONS 31-33, PRESCRIBING STANDARDS OF FINANCIAL DISCLOSURE FOR LOCAL ELECTED OFFICIALS; AND DECLARING AN EMERGENCY.
Staff Contact: Michael Bailey, City Attorney, and Julie K. Bower, City Clerk

Ms. Bower read Ordinance No. 3033.

Mr. Bailey said the ordinance was required by state statute and significant changes were made by the State Legislature during the last session. Local governments were required to adopt the changes and that was the action being taken with this item.

A motion was made by Councilmember Clark, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

NEW BUSINESS

29. [16-650](#) AUTHORIZATION TO UTILIZE A FORM LICENSE AGREEMENT AS NEEDED TO FACILITATE THE USE OF CITY PROPERTY FOR FIESTA BOWL AND NCAA MEN'S FINAL FOUR
Staff Contact: Jean Moreno, Executive Officer Strategic Initiatives and Special Projects

Ms. Moreno said this was a request for approval to execute any number of license agreements for activities associated with the Fiesta Bowl and the Final Four. The agreement template would allow temporary use of City-owned property for the events. The ability to use the template would automatically expire in April 2017. Use of the agreement would increase the City's agility and responsiveness to activities held in the community.

Councilmember Clark asked what the template encompassed.

Ms. Moreno said the template would allow limited duration use of any City-owned property. She provided an example of how the agreement was used during the last Super Bowl.

Councilmember Clark asked if a fee was ever paid with the agreements.

Ms. Moreno said fees were paid in some cases. For example, fees were paid during the last Super Bowl.

Mayor Weiers asked if the templates would only be used for the two events mentioned.

Ms. Moreno said that was correct.

Mayor Weiers suggested having the agreements ready in case they were needed for future events.

Ms. Moreno was not sure if the agreements would be used at the Fiesta Bowl. Staff wanted to be prepared in case they were needed. She explained it was the last opportunity to get the item before Council prior to the Fiesta Bowl and she wanted to make sure staff was prepared. She would consult with the City Attorney on that suggestion.

Mayor Weiers said his concern was the possibility that there might not be enough Councilmembers to have a quorum.

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Tolmachoff, to hold a regularly scheduled City Council Workshop on Tuesday, January 3, 2017 at 1:30 p.m. in City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama said his mobile office hours for January were cancelled due to the holidays. A district meeting would be held in January and he would be announcing the date and time very soon. There would be several items on the agenda for that district meeting. A second meeting would also be scheduled to address the needs of the Sonorita community. Further information on the date and time of that meeting would be provided in the near future. Councilmember Aldama also invited everyone to the Glitter & Glow Block Party on January 7, 2017. He wished all Glendale residents, visitors and staff a very Merry Christmas and a Happy New Year.

Councilmember Clark wished everyone a very Merry Christmas and asked everyone to eat, drink and laugh too much. She was glad to be back at her first formal meeting and it was just like riding a bike, you never forget. She thanked the Council for moving forward on the Heroes Branch Library and said her residents were very happy. She was working on the first Yucca District meeting and would announce the date, time and location very soon.

Councilmember Malnar wished staff and residents a very Merry Christmas, a Happy Hanukkah, Happy Holidays and an enjoyable New Year.

Councilmember Tolmachoff wished staff and residents Happy Holidays. She asked

everyone to stay safe.

Councilmember Turner wished staff Merry Christmas, Happy Holidays and a joyous and prosperous New Year. He mentioned the carriage rides available Sunday through Thursday, from 5 p.m. to 9 p.m., at Glendale Glitters for \$25.

Vice Mayor Hugh wished everyone a Merry Christmas and welcomed Councilmember Clark back to the Council.

Mayor Weiers said it had been an incredible year and said 2017 would be even better. He spoke about the new Conair building currently under construction. He said many more great things were happening in the City. He wished everyone a Merry Christmas. He said the Christmas Parade was a success. He also wished everyone a wonderful New Year.

ADJOURNMENT

The City Council adjourned at 11:47 a.m.



Legislation Description

File #: 16-661, **Version:** 1

RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS 7114

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor License and Control of a special event liquor license for the Knights of Columbus 7114, submitted by Merle J. Schmitz. The event will be held at St. Raphael's Catholic Church inside Hibner Hall located at 5525 West Acoma Road on Saturday, January 21, 2017, from 5 p.m. to 9:30 p.m. The purpose of this special event liquor license is for a fundraising dinner.

Background Summary

St. Raphael's Catholic Church is zoned R-4 (Multi-Family Residential) and located in the Sahuaro District. If this application is approved, the total number of special event liquor licenses issued at this location will be one of the allowed 12 per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Knights of COLUMBUS 2114

SECTION 2 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 3 The organization is a: (check one box only)

- Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business _____ License Number _____ Phone (include Area Code) _____

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: ST. RAPHAEL'S CATHOLIC CHURCH HERNER HALL
Address of Location: 5325 W. ACOMA, GLENDALE, MARICOPA AZ. 85306
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: SCHMITZ, MERLE J. [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: [REDACTED]
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: 602-365-3604

4. Applicant's email address: [REDACTED]

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 1
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name PADRE SERRA COUNCIL 7114 Percentage 100%
 Address 5525 W. ACOMA GLENDALE AZ. 85306
Street City State Zip

Name _____ Percentage _____
 Address _____
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

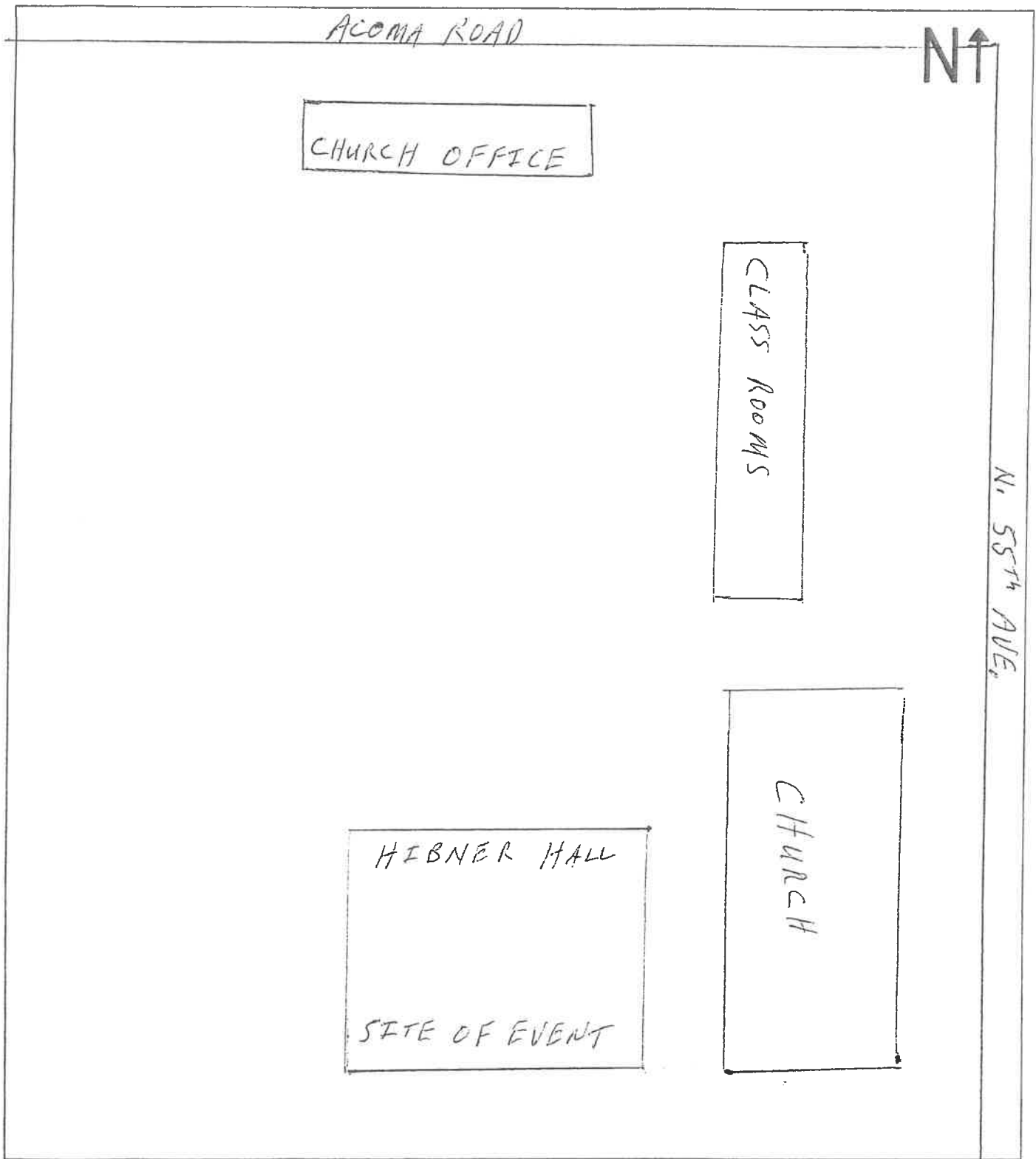
_____ Number of Police _____ Number of Security Personnel Fencing Barriers

Explanation: Knights of Columbus member will be posted at the door.

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>21 JAN. 2017</u>	<u>SAT.</u>	<u>5 PM</u>	<u>9:30 P.M.</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Merle J. SCHMITZ declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
 appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x *Merle J. Schmitz* Title/ Position Chair Person Date 9 Dec. 2016 Phone # 602-689-1064
(Signature)

The foregoing instrument was acknowledged before me this 9th December 2016
Day Month Year
 State Arizona County of Maricopa

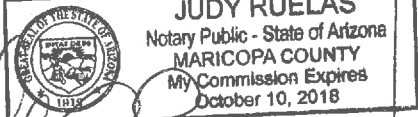
My Commission Expires on: OCT 10, 18 Date *J. Ruelas* Signature of Notary Public


SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, MERLE J. SCHMITZ declare that I am the APPLICANT filing this application as
(Print full name)
 listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

x *Merle J. Schmitz* Title/ Position Chair Person Date 9 Dec. 2016 Phone # 602-689-1064
(Signature)

The foregoing instrument was acknowledged before me this 9th December 2016
Day Month Year

State Arizona County of Maricopa
 My Commission Expires on: OCT 10, 18 Date *J. Ruelas* Signature of Notary Public


The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

on behalf of _____ Signature _____ Date _____ Phone _____
(City, Town, County)

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

16-171

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 12-13-16

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New License

Business Name: **Knights of Columbus (Padre Serra Council #7114)**

Business Address: **5525 W. Acoma Rd.**

Applicant/s Information

Name: **Schmitz, Merle J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/13/2015	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	2		
Other criminal			
Total calls for service	2	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

All proceeds from this Special Event go to the Knights of Columbus, Padre Serra Council #7114.

Event is scheduled for 01-21-17 (Sat).

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>12-13-16</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>12/21/16</u>



Legislation Description

File #: 16-662, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21965, LUCKY'S PIZZA

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Lucky's Pizza located at 6630 West Cactus Road, Suite B18. The Arizona Department of Liquor Licenses and Control application (No. 1207A830) was submitted by Arben Iljazi.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 14,457. Lucky's Pizza is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	5
12	Restaurant	<u>3</u>
	Total	10

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, November 21 thru December 11, 2016.



BUSINESS NAME: Lucky's Pizza

LOCATION: 6630 W. Cactus Road, Suite B18

APPLICANT: Arben Iljazi

ZONING: C-2

APPLICATION NO: 5-21965

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



16-16C

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 11-29-16

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New license

Business Name: **Lucky's Pizza**

Business Address: **6630 W. Cactus Rd. B-18**

Applicant/s Information

Name: **Iljazi, Arben**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 11/30/2011	Other Suites	New ownership call history beginning: 11/16/2016
Liquor Related			
Vice Related			
Drug Related		3	
Fights / Assaults	1		
Robberies	1		
Burglary / Theft		3	
911 calls			
Trespassing		2	
Accidents			
Fraud / Forgery		2	
Threats			
Criminal damage			
Other non-criminal*		15	
Other criminal		2	
Total calls for service	2	27	0

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Adem Isufi (Agent)
A&B Lucky's Pizza Inc. (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>11-30-16</u>
CID Lieutenant or Commander	<u>A. Anderson</u>	<u>12-1-16</u>
Deputy City Attorney	<u></u>	<u></u>
Chief of Police or designee	<u></u>	<u>12-5-16</u>



Legislation Description

File #: 16-664, **Version:** 1

AUTHORIZATION FOR THE PURCHASE OF TABLEAU SOFTWARE LICENSES, SERVICES, AND MAINTENANCE FROM CDW-G UTILIZING A COOPERATIVE PURCHASING CONTRACT

Staff Contact: Charles Murphy, Chief Information Officer, Innovation and Technology

Purpose and Recommended Action

This is a request for City Council to authorize the expenditure of funds in an amount not to exceed \$467,500 for the purchase of Tableau software licenses, services, and maintenance from CDW-G. This cooperative purchase is available through an agreement between the State of Arizona and CDW-G (Contract No. ADSPO17-149774) and is effective through September 30, 2021.

Background

Tableau is a business intelligence solution which provides the ability for staff to integrate data from multiple business applications and to transform the data into meaningful and useful information which can be used to make strategic and tactical decisions. A cross-departmental team selected Tableau as the enterprise-wide business intelligence solution which best meets the City's operational requirements.

Business intelligence (BI) encompasses a variety of technologies for analyzing data [<http://searchdatamanagement.techtarget.com/definition/data>](http://searchdatamanagement.techtarget.com/definition/data) and presenting actionable information to help business managers and other end users make more informed business decisions. Using BI, organizations can collect data from internal systems and external sources, prepare it for analysis, develop and run queries against the data, and create reports, dashboards [<http://searchbusinessanalytics.techtarget.com/definition/business-intelligence-dashboard>](http://searchbusinessanalytics.techtarget.com/definition/business-intelligence-dashboard) and data visualizations to make the analytical results available to corporate decision makers as well as operational workers.

BI technology enables large amounts of data to be quickly analyzed based on established business criteria to answer business questions. The resulting information provided to the user is often in a graphical format which facilitates faster comprehension and decision making. There are three initial areas where BI will be applied in Glendale.

Sales Tax data sent from the State of Arizona will be compared to the City's data to ensure that appropriate revenues are being received. Glendale has approximately 15.5K businesses which will require significant ongoing analysis of that data.

Water services has an ongoing need to implement BI technology. Water Services monitors over 20K process points each day to ensure that the plants are operating per specification. BI will allow the water plants to begin trending the data over time, and comparing data from various locations to determine if any changes are

occurring in their processes. This data can help determine if failures of certain equipment are beginning to occur and identify usage anomalies that may indicate issues within the process.

The Glendale Police Department generates a significant amount of data daily which drives the need for BI analysis. BI can assist the police by providing an ongoing breakdown of the type, frequency, and location of incidents as the data is collected. This can have an immediate, positive impact on resource deployment and response times.

The absence of a BI solution will require more time and resources to derive actionable information from existing data. This can result in less effective utilization of resources, inefficient business processes and a stagnation of service delivery.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Purchasing.

Previous Related Council Action

On 6/14/2016, Council adopted the FY2016-2017 budget that included funding for a business intelligence project which was recommended by the City's Technology Steering Committee.

On 12/20/2016, Council Approved Linking Agreement with CDW-G in an amount not to exceed \$4,250,000 over the life of the agreement.

Community Benefit/Public Involvement

This project supports Council's goal of Creative, Innovative, Efficient Systems by providing departments easily accessible and actionable data, creating transparency, and ultimately providing improved citizen services.

Budget and Financial Impacts

This amount is budgeted and will be paid from by the Technology Projects Fund. Licensing costs after the first year will be built into the future Information Technology budget that is submitted annually for Council review and approval.

Cost	Fund-Department-Account
\$467,500	2592-18500-522700, Technology Projects

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

TABLEAU SOFTWARE
END USER LICENSE AGREEMENT ("EULA")

This End User License Agreement ("**Agreement**") is between Tableau Software, Inc. or the applicable Tableau affiliate ("Tableau") and City of Glendale ("**you**"). This Agreement covers all Software, Support and Maintenance Services, and Professional Services.

1. Definitions.

Affiliate: means each legal entity that is directly or indirectly controlled by you on or after the Effective Date and for so long as such entity remains directly or indirectly controlled by you (where "controlled" means the ownership of, or the power to vote, directly or indirectly, a majority of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership).

Authorized User: means those uniquely identified individuals for whom the applicable license fees have been paid, as stated on the Ordering Document, who are authorized by you to install and/or use the functionality in the Software for any purpose regardless of whether those individuals are actively using the programs at any given time. Licenses granted on an Authorized User basis may be reassigned between uniquely identified individuals over time, but may not be reassigned so frequently as to enable the sharing of a single license between multiple Authorized Users.

Contractor: means those independent third parties who perform services related to this Agreement for you.

Customer Data: means data generated by you or your Authorized User and used by or imported into the Software, but excludes data generated by a Client Sublicensee unless such data is combined with your data or is relevant to your provision of services to such Client Sublicensee.

Documentation: means any supporting product help and technical specifications documentation provided by Tableau with the Software to you.

Ordering Document: means any order on a Tableau order form which references this Agreement. Each Ordering Document which references this Agreement shall be deemed a part of this Agreement.

Software: means the proprietary Tableau software product(s) provided in connection with this Agreement in object code form (or as otherwise specified in any related Ordering Document). "Software" shall also include any Support and Maintenance Services releases provided to you under this Agreement. Unless otherwise noted, the Software and Documentation are referred to collectively herein as "Software".

2. Tableau Software Products.

2.1 Tableau Software. In order to use the Software under this Agreement, you must activate your copy of the Software with the valid license key or activation code provided to you ("**Product Key**") at the time of purchase and/or submit a uniquely identifiable user registration when prompted, in accordance with the scope of use and other terms specified for each type of Software, the Documentation, and as set forth in this Section 2 of this Agreement.

2.2 Tableau Desktop (Professional and Personal) ("Desktop Software"). If you purchased a license to Desktop Software, the total count of Authorized Users enabled to use such Desktop Software must not exceed the number of licenses purchased on the applicable Ordering Document(s). For each such license you may install, via the Product Key, one copy of the Desktop Software on one primary computer and a second copy on a secondary portable or home computer for each Authorized User.

2.3 Tableau Server ("Server Software"). If you purchased a license to Server Software, your license will be subject to either Core-Based or User-Based restrictions, as identified on the applicable Ordering Document.

2.3.1 User-Based Server License: If your Server Software license is designated as User-Based, the total count of Authorized Users enabled to use such Server Software across all Production and Non-Production Environments must not exceed the

number of licenses purchased on the applicable Ordering Document(s). For the avoidance of doubt, "User-Based" Server Licenses are also referred to in the Ordering Document or Documentation as "Web Client" Server Licenses or "Interactor" Server Licenses.

2.3.2 Core-Based Server License: If your Server Software license is designated on the applicable Ordering Document as Core-Based, for each such license an unlimited number of Authorized Users may use the Server Software (until Core capacity is reached), provided that the total number of Cores made available to each installation of the Server Software does not exceed the permitted number of Cores identified on your Ordering Document. When the Server Software is installed and distributed across multiple computers, all Cores made available to the Server Software from each computer count toward the total number of Cores licensed by you and identified on your Ordering Document. "Core" means the processor or execution core within a computer's central processing unit, whether such Cores are virtual or physical. For purposes of Core-Based Server License, Authorized Users do not need to be uniquely identified.

2.4 Evaluation Version ("Evaluation Version"). If you ordered a license to an Evaluation Version, you may install and use one copy of Evaluation Version Software solely for the purpose of evaluating the Software to determine whether to purchase a non-Evaluation Version copy of the Software. You may not use the Evaluation Version for any other purposes, including but not limited to competitive analysis, commercial, professional, or for-profit purposes. For clarification, licenses provided under Tableau's student access program constitute Evaluation Versions. You may only use the Evaluation Version for fourteen (14) days from the date you activate and/or register via the Product Key or otherwise, unless otherwise specified by Tableau in the Documentation or a separate writing from Tableau ("**Evaluation Period**"). Unless you pay the applicable license fee for the Software (and Tableau issues you a Product Key in exchange), the Evaluation Version Software may become inoperable and, in any event, your right to use the Evaluation Version Software automatically expires at the end of the Evaluation Period. Notwithstanding any other provision of this Agreement, the Evaluation Version Software is provided "AS IS" without warranty of any kind, express or implied. Tableau may terminate your license to the Evaluation Version Software upon written notice at any time for any reason and without liability of any kind. IF YOU SUBSEQUENTLY LICENSE A NON-EVALUATION VERSION OF THE SOFTWARE, YOUR LICENSE TO THE EVALUATION VERSION SOFTWARE SHALL IMMEDIATELY TERMINATE AND YOU EXPRESSLY AGREE THAT, UNLESS YOU HAVE A SEPARATE SIGNED LICENSE AGREEMENT GOVERNING YOUR USE OF THE SOFTWARE, THIS AGREEMENT, AND THE TERMS AND CONDITIONS HEREIN, SHALL GOVERN YOUR USE OF SUCH NON-EVALUATION VERSION.

3. License.

3.1 Grant of License. Subject to all of the terms and conditions of this Agreement, and except as set forth in Section 6 (Term of Agreement), Tableau grants you a limited, worldwide, non-transferable, non-sublicensable (except as permitted under Section 3.7), non-exclusive license to use the Software for which you have been issued a Product Key by Tableau or an Authorized Partner, but only in accordance with: (i) the Documentation; (ii) the restrictions in Section 2 (Tableau Software Products), Section 3.8 (License Restrictions) and any restrictions on the applicable Ordering Document; and (iii) the number of Authorized Users and/or permitted number of Cores (as applicable), on the platforms and configurations or any other restrictions mutually agreed upon by you and an Authorized Partner. You may allow your Contractors and Affiliates to use the Software in accordance with this Agreement, provided you shall remain liable for all acts and omissions of your Affiliates and Contractors as if their breach were your own.

3.2 Sample Code. Subject to the terms and conditions of this Agreement, Tableau grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license to modify any sample source code from the Software provided by Tableau to you ("**Sample Code**") solely for internal use for the purposes of designing, developing, testing

and otherwise facilitating your use of the Software under this Agreement.

3.3 Production and Non-Production Environments:

3.3.1 Non-Production Environments: You may use the Server Software in a technical environment and on the platforms and configurations specified in the Documentation, solely for internal development and testing in connection with your licensed Software, or for disaster recovery purposes ("**Non-Production Environment**"). Your installation, activation or use of a copy of the Software in a Non-Production Environment is limited to the same number of Authorized Users and/or permitted number of Cores and/or computers as provided under Section 3.1 above. Your use of the Server Software in a Non-Production Environment may be concurrent with your use of the licensed Software in a Production Environment and such use is conditioned on you having an authorized license for the Software. You are only entitled to two (2) Non-Production Environments under this Agreement. Any additional licenses for Non-Production Environments other than what is described in this Section 3.3 can be purchased by you and shall be subject to the additional terms and conditions contained in the applicable Ordering Document.

3.3.2 Production Environments: As it relates to the Server Software, your use of the Software for the purpose of creating, sharing, viewing and/or revising visualizations is considered use within a "Production Environment" and you are entitled to one (1) Production Environment for each Server Software license you purchase under this Agreement. Your use of the Server Software in a Production Environment allows for a single Production Environment regardless of the fact that single Production Environment may consume all the Cores identified on your Ordering Document.

3.4 Archive Copies: You are entitled to make a reasonable number of copies of the Software for archival purposes.

3.5 Third-Party Code: The Software may contain or be provided with components which are licensed from third parties ("**Third Party Code**"), including components subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to you upon your written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

3.6 Electronic Delivery: All Software and Documentation shall be delivered by electronic means unless otherwise specified on the applicable Ordering Document. Software shall be deemed delivered when it is made available for download by you ("**Delivery**").

3.7 Client Sublicensees: You may permit third parties ("**Client Sublicensees**") to access the Server Software as Authorized Users on your Servers but only so the Client Sublicensees may (1) interact with visualizations generated by you through your use of the Software and based on Customer Data or (2) themselves create visualizations using Customer Data, provided that in each case such Customer Data is relevant to your provision of services to that particular Client Sublicensee ("**Visualization Access**") and further provided that you, in providing your Client Sublicensees Visualization Access, are not acting as "Marketing Service Provider", "Service Bureau" or other entity with a similar business model. Client Sublicensees may not publish their own data to your Server Software, use any data other than Customer Data with your Server Software or access your Server Software for any other purposes except as expressly permitted in this Section 3.7. For the avoidance of doubt, Client Sublicensees may not access your Desktop Software for any purpose. You shall be solely responsible for your relationships with Client Sublicensees and must notify Client Sublicensees that Tableau shall have no warranty, support or other obligation or liability to any Client Sublicensee. You shall be liable for all acts and omissions of your Client Sublicensees as if their breach were your own.

3.8 License Restrictions: You shall not (and shall not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Software or Third Party Code or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software or Third Party Code by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable Open Source Software license); (b) distribute, sell, sublicense, rent, lease or use the Software, Third Party Code or Sample Code (or any portion thereof) for time sharing, hosting, service provider or like purposes, except as expressly permitted under Section

3.7 of this Agreement; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Software, Third Party Code or Sample Code; (d) except as permitted in Section 3.2, modify any part of the Software, Third Party Code or Sample Code, create a derivative work of any part of the Software, Third Party Code, or Sample Code, or incorporate the Software, Third Party Code or Sample Code into or with other software, except to the extent expressly authorized in writing by Tableau or as permitted by an applicable Open Source Software license; (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (f) utilize any equipment, device, software, or other means designed to circumvent or remove any form of Product Key or copy protection used by Tableau in connection with the Software, or use the Software together with any authorization code, Product Key, serial number, or other copy protection device not supplied by Tableau or through an Authorized Partner; (g) use the Software to develop a product which is competitive with any Tableau product offerings; (h) use unauthorized Product Keys or keycode(s) or distribute or publish keycode(s) except as may be expressly permitted by Tableau in writing; (i) as applicable to Desktop or User-Based Server, enable access to the Software for a greater number of Authorized Users than the sum quantity of licenses purchased on the applicable Ordering Document(s); or (j) as applicable to Desktop or User-Based Server, reassign license rights between Authorized Users so frequently as to enable a single license to be shared between Authorized Users.

4. Ownership: Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, Tableau and its licensors have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, Sample Code, Third Party Code, and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software, Sample Code, Third Party Code and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

5. Payment: You shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Ordering Document. All payments shall be made in the currency noted on the applicable Ordering Document within thirty (30) days of the applicable invoice. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, Tableau will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to Tableau hereunder, you will provide Tableau with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

6. Term of Agreement.

6.1 Term: This Agreement is effective as of the Effective Date and continues until terminated as set forth herein (the "**Term**"). The term of your license(s) under this Agreement may be perpetual, limited for Evaluation Version, or designated as a fixed-term license in the Ordering Document or by an Authorized Partner, and shall be specified at the time of purchase. Either party may terminate this Agreement (including all related Ordering Documents) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation your failure to pay, provided that Tableau may terminate this Agreement and the Software license(s) (including termination of the Software license(s) if the Agreement has already expired or has been terminated) immediately upon any breach of Section 3.8 (License Restrictions) or if you exceed any other restrictions contained in Section 2 (Tableau Software Products); (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

6.2 Termination: Upon any expiration or termination of this Agreement, you shall cease any and all use of any Software, destroy all copies thereof and so certify to Tableau in writing.

6.3 Survival. Sections 3.8 (License Restrictions), 4 (Ownership), 5 (Payment), 6 (Term of Agreement), 7.3 (Disclaimer of Warranties), 10.1, 10.2, 10.3 and 10.5 (Limitation of Remedies; Indemnification and Damages), 11 (Confidential Information), 12 (Export Compliance) and 13 (General) shall survive any termination or expiration of this Agreement.

7. Limited Warranty and Disclaimer.

7.1 Limited Warranty. Tableau warrants to you that for a period of sixty (60) days from Delivery (the "Warranty Period") the Software shall operate in substantial conformity with the Documentation. Tableau does not warrant that your use of the Software will be uninterrupted or error-free or that any security mechanisms implemented by the Software will not have inherent limitations. Tableau's sole liability (and your exclusive remedy) for any breach of this warranty shall be, in Tableau's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if Tableau determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid for the applicable Software. Tableau shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. For the avoidance of doubt, this warranty applies only to the initial Delivery of Software under an Ordering Document and does not renew or reset, for example, with the delivery of (a) Software updates or maintenance releases or (b) Product Keys.

7.2 Exclusions. The above warranty shall not apply: (i) if the Software is used with hardware or software not authorized in the Documentation; (ii) if any modifications are made to the Software by you or any third party; (iii) to defects in the Software due to accident, abuse or improper use by you; (iv) to any Evaluation Version or other Software provided on a no charge or evaluation basis; or (v) to any maps created using the Software ("Maps"), such functionality is provided purely for reference purposes. Tableau makes every effort to ensure the Maps are free of errors but does not warrant the Maps or Map features are accurate. The boundaries and names shown and the designations used in the Maps do not imply official endorsement or acceptance by Tableau.

7.3 Disclaimer of Warranties. THIS SECTION 7 IS A LIMITED WARRANTY AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE MAPS AND THE THIRD-PARTY CODE, AND ALL SERVICES ARE PROVIDED "AS IS". NEITHER TABLEAU NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

8. Support & Maintenance. Subject to the terms and conditions of this Agreement, and the applicable Ordering Document, you may purchase, including for renewal terms, support and maintenance services as set forth in Tableau's then-current Support and Maintenance Policies ("Support and Maintenance Services") and as specified in your Ordering Document. All Support and Maintenance Services renewals will be subject to the terms and conditions of this Agreement including Tableau's then-current Support and Maintenance Policies.

9. Professional Services. Tableau shall provide the number of person-days of professional consulting or training services ("Professional Services") purchased in the applicable Ordering Document or online ordering process. The parties acknowledge that the scope of the Professional Services provided hereunder consists solely of either or both of: (a) assistance with Software installation, deployment, and usage; and (b) training in use of the Software. You shall have a license right to use any deliverables (including any documentation, code, Software, training materials or other work product) delivered as part of the Professional Services ("Deliverables") solely in connection with your permitted use of the Software, subject to all the same terms and conditions as apply to your Software license (including in Section 3.8 (License Restrictions)), and subject to any additional terms and conditions provided with the Deliverables. You may order Professional Services under a Statement of Work ("SOW") describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before Tableau shall commence work under such SOW. If

the parties do not execute a separate SOW, the Services shall be provided as stated on the Ordering Document. You will reimburse Tableau for reasonable travel and lodging expenses as incurred.

10. Limitation of Remedies; Indemnification and Damages.

10.1 BUT FOR: (1) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, (2) EITHER PARTY'S BREACH OF SECTION 11 (CONFIDENTIAL INFORMATION), (3) YOUR BREACH OF SECTION 3.7 (CLIENT SUBLICENSEES), SECTION 3.8 (LICENSE RESTRICTIONS) OR SECTION 12 (EXPORT COMPLIANCE), OR (4) DAMAGES ARISING OUT OF CLIENT SUBLICENSEE'S USE OF THE SOFTWARE, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

10.2 BUT FOR: (1) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, (2) EITHER PARTY'S BREACH OF SECTION 11 (CONFIDENTIAL INFORMATION), (3) YOUR BREACH OF SECTION 3.7 (CLIENT SUBLICENSEES), SECTION 3.8 (LICENSE RESTRICTIONS), OR SECTION 12 (EXPORT COMPLIANCE), OR (4) DAMAGES ARISING OUT OF CLIENT SUBLICENSEE'S USE OF THE SOFTWARE, EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED BY YOU FOR THE SOFTWARE OR SERVICE DIRECTLY CAUSING THE DAMAGES.

10.3 The parties agree that the limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10.4 Tableau Indemnification: Tableau shall defend you from and against any claim by a third party alleging that the Software when used as authorized under this Agreement infringes a U.S. patent, U.S. copyright, or U.S. trademark and shall indemnify and hold you harmless from and against any damages and costs awarded against you or agreed in settlement by Tableau (including reasonable attorneys' fees) resulting from such claim, provided that Tableau shall have received from you: (i) prompt written notice of such claim (but in any event notice in sufficient time for Tableau to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation from you. If your use of the Software is (or in Tableau's opinion is likely to be) enjoined, if required by settlement or if Tableau determines such actions are reasonably necessary to avoid material liability, Tableau may, in its sole discretion: (a) substitute for the Software substantially functionally similar programs and documentation; (b) procure for you the right to continue using the Software; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund to you the license fee paid by you as reduced to reflect a five year straight-line depreciation from the applicable license purchase date. The foregoing obligations of Tableau shall not apply: (1) if the Software is modified by any party other than Tableau, but solely to the extent the alleged infringement is caused by such modification; (2) if the Software is combined with products or processes not provided or authorized by Tableau, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Software; (4) to any unsupported release of the Software; (5) to any third-party code contained within the Software; or (6) if you settle or make any admissions with respect to a claim without Tableau's prior written consent. THIS SECTION 10.4 SETS FORTH TABLEAU'S AND ITS LICENSORS' SOLE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.5 Indemnification by You. Subject to this Section 10, you shall defend Tableau from and against all claims, arising out of any claim by third parties (including any Client Sublicensees and Contractors) resulting from or relating to (i) any breach by you of Section 3.7 (Client Sublicensees) or (ii) a Client Sublicensees' use of the Software, and shall indemnify and hold Tableau harmless from and against any damages and costs awarded against Tableau or agreed in settlement by you (including reasonable attorney's fees) resulting from such claims, provided that you shall have received from Tableau: (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (iii) all reasonably necessary cooperation from Tableau. You may not settle any such claim relating

to the Software without Tableau's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

11. Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software, pricing, documentation or technical information provided by Tableau (or its agents), performance information relating to the Software, and the terms of this Agreement shall be deemed Confidential Information of Tableau without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

12. Export Compliance. You acknowledge that the Software is subject to United States export control and economic sanctions laws, regulations and requirements and to import laws, regulations and requirements of certain foreign governments. You shall not, and shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of the Software: (i) to any country subject to export control embargo or economic sanctions implemented by any agency of the U.S. Government; (ii) to any person or entity on any of the U.S. Government's Lists of Parties of Concern (<http://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>); (iii) to any known end-user or for any known end-use related to the proliferation of nuclear, chemical or biological weapons or missiles, without first obtaining any export license or other approval that may be required by any U.S. Government agency having jurisdiction with respect to the transaction; or (iv) otherwise in violation of any export or import laws, regulations or requirements of any United States or foreign agency or authority.

13. General.

13.1 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Tableau may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Tableau's assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without Tableau's written consent except that you may assign your rights and obligations under this Agreement, in whole but not in part, without Tableau's written consent in connection with any merger, consolidation, sale of all or substantially all of your assets, or any other similar transaction provided that: (i) the assignee is not a direct competitor of Tableau; (ii) you provide prompt written notice of such assignment to Tableau; (iii) the assignee is capable of fully performing your obligations under this Agreement; and (iv) the assignee agrees to be bound by the terms and conditions of this Agreement. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

13.2 Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

13.3 Governing Law, Jurisdiction and Venue. Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of Arizona, U.S. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Maricopa County, Arizona. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently

enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

13.4 Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

13.5 Notices and Reports. Any notice or report hereunder shall be in writing. If to Tableau, such notice or report shall be sent to Tableau at 837 N. 34th Street, Suite 200, Seattle, WA 98103 to the attention of "Legal Department". If to you, such notice or report shall be sent to the address you provided upon placing your order. Notices and reports shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

13.6 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. Nothing in this Agreement obligates you to submit or Tableau to accept orders for Software. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form, including any electronic invoicing portals and vendor registration processes, employed by you will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

13.7 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. In the event of any inconsistent, incompatible or conflicting provisions, this signed Agreement (including any amendments) shall take precedence, followed by the provisions of any applicable Ordering Document.

13.8 Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

13.9 Audit Rights. Upon Tableau's written request, you shall certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement (including any Core and user limitations) and provide a current list of Authorized Users for Desktop and User-Based Server licenses. With reasonable prior notice, Tableau may audit your use of the Software, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to the Software in a manner that is not permitted under this Agreement, then Tableau may terminate this Agreement pursuant to Section 6 and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Tableau may be entitled to under this Agreement and applicable law.

13.10 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13.11 Government End-Users. The Software is commercial computer software. If the user or licensee of the Software is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Software, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Software was developed fully at private expense. All other use is prohibited.

13.12 Authorized Partner. If you received the Software under an agreement ("**Partner Agreement**") with an authorized Tableau


reseller, partner or OEM ("**Authorized Partner**") then, notwithstanding anything to the contrary in this Agreement: (a) your use of the Software is subject to any additional terms in the Partner Agreement, including any limitations on use of the Software in conjunction with third-party applications; and (b) you agree to pay the Authorized Partner the fees agreed in the Partner Agreement and you have no direct payment obligations to Tableau for that purchase under Section 5 above. If your warranty and support terms stated in your Partner Agreement are different than what is stated in Section 7 or 8 herein, then Tableau has no warranty or support obligations to you under this Agreement (although the disclaimers of warranties in Section 7.3 still apply to you). If your warranty and support terms passed on in your Partner Agreement are as stated herein, then Section 7 and 8 shall apply to you as written. Notwithstanding anything in this Agreement to the contrary, (i) the Partner Agreement may not modify any of the remaining terms of this Agreement and (ii) the Partner Agreement is

between you and the Authorized Partner and is not binding on Tableau. Tableau may terminate this Agreement (including your right to use the Software) in the event Tableau fails to receive payment for your use of the Software from the Authorized Partner or if you breach any term of this Agreement.

13.13 Third-Party Beneficiary. Tableau Software, Inc., its affiliates and its licensors may be third party beneficiaries of this Agreement. No other third party, including without limitation your Client Sublicensees or Contractors under Section 3.7, is intended to be a beneficiary of this Agreement entitled to enforce its terms directly.

13.14 Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

The parties have caused this End User License Agreement to be executed by their duly authorized representatives to be effective as of the last date noted below ("**Effective Date**").

<p>TABLEAU SOFTWARE, INC.</p>  <p>By (Signature)</p> <p>Kristin Boraas</p> <p>Name (Print)</p> <p>Senior Managing Attorney</p> <p>Title</p> <p>8-16-2016</p> <p>Date</p> <p>Address for Notice: 837 North 34th Street, Suite 200 Seattle, WA 98103</p> <p>Phone: 206-633-3400 Fax: 206-237-8550 (Attn: Legal) legal@tableau.com</p>	<p>CITY OF GLENDALE</p> <p>By (Signature)</p> <p>Name (Print)</p> <p>Title</p> <p>Date</p> <p>Taxpayer ID No.</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Email: _____</p>
--	--

QUOTE CONFIRMATION



DEAR CLAIRE SMITH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HPHL041	12/15/2016	HMZP198	1823033	\$350,655.85

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
TABLEAU DT PROF LIC V8.1 Mfg. Part#: 3510101.1307 Electronic distribution - NO MEDIA Contract: Arizona NVP Software (ADSP017-149774)	20	3271477	\$1,406.67	\$28,133.40
TABLEAU DT PROF MNT V8.1 Mfg. Part#: 3510102.1307 Electronic distribution - NO MEDIA Contract: Arizona NVP Software (ADSP017-149774)	20	3271483	\$397.02	\$7,940.40
TABLEAU SERVER MLT MCHN CORE LIC Mfg. Part#: 1058101.1503 Electronic distribution - NO MEDIA Contract: Arizona NVP Software (ADSP017-149774)	8	4140812	\$28,600.00	\$228,800.00
TABLEAU SERVER MLT MCHN CORE MNT 1Y Mfg. Part#: 1058102.1503 Electronic distribution - NO MEDIA Contract: Arizona NVP Software (ADSP017-149774)	8	4140814	\$8,125.00	\$65,000.00

PURCHASER BILLING INFO	SUBTOTAL	\$329,873.80
Billing Address: CITY OF GLENDALE - IT ACCOUNTS PAYABLE 6835 N 57TH DR STE 100 GLENDALE, AZ 85301-3218 Phone: (623) 930-2880 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$20,782.05
	GRAND TOTAL	\$350,655.85
	DELIVER TO Shipping Address: CITY OF GLENDALE - IT CLAIRE SMITH 6835 N 57TH DR STE 100 GLENDALE, AZ 85301-3218 Phone: (623) 930-2880 Shipping Method: ELECTRONIC DISTRIBUTION	
Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION

	John Trapani		(877) 325-9490		johntra@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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QUOTE CONFIRMATION



DEAR CLAIRE SMITH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HNBN497	11/17/2016	HNBN497	1823033	\$92,200.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>TABLEAU SVCS HOURLY RATE</u> Mfg. Part#: TAB-S-HR Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (130733)	160	4383224	\$250.00	\$40,000.00
<u>TABLEAU SERVER RAPID START</u> Mfg. Part#: TAB-SVC-SRS Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (130733)	1	4383229	\$10,000.00	\$10,000.00
<u>TABLEAU TRNG-DESKTOP-FUNDAMENTALS</u> Mfg. Part#: TAB-ESE-F Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (130733)	2	4383233	\$10,000.00	\$20,000.00
<u>TABLEAU EST SVC EXP-PRO HRLY RATE</u> Mfg. Part#: TAB-TE-PHR Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (130733)	1	4383237	\$13,000.00	\$13,000.00
<u>TABLEAU EST SVC EXPENSES-RAPID START</u> Mfg. Part#: TAB-TE--SRS Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (130733)	1	4383240	\$3,200.00	\$3,200.00
<u>TABLEAU EST TRAINING EXPENSES</u> Mfg. Part#: TAB-ETE Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (130733)	1	4383250	\$6,000.00	\$6,000.00

PURCHASER BILLING INFO	SUBTOTAL	\$92,200.00
Billing Address: CITY OF GLENDALE - IT ACCOUNTS PAYABLE 6835 N 57TH DR STE 100 GLENDALE, AZ 85301-3218 Phone: (623) 930-2880 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$92,200.00
	DELIVER TO	
		Please remit payments to:

Shipping Address:
CITY OF GLENDALE - IT
CLAIRE SMITH
6835 N 57TH DR STE 100
GLENDALE, AZ 85301-3218
Phone: (623) 930-2880
Shipping Method: ELECTRONIC DISTRIBUTION

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Trapani

| (877) 325-9490

| johntra@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Legislation Description

File #: 16-640, **Version:** 1

AWARD OF RFP 17-07 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., TO PROVIDE FINANCIAL PLANNING AND RATE STUDY SERVICES

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to award RFP 17-07, authorize the City Manager to enter into an agreement with Raftelis Financial Consultants, Inc., (Raftelis) for financial planning and rate study services and approve the expenditure of funds in an amount not to exceed \$88,860 for a term of two (2) years.

Background

Water Services uses financial advisory services to assist with the preparation of the Water and Wastewater Financial Plans, including analysis of debt issuance, capital improvement timing, revenue and expense forecasting, cost of services, customer impact, and propose various rate revenue adjustment models. The last comprehensive review was in 2013.

Analysis

The city’s Materials Management Division and Water Services Department developed the solicitation requirements for financial planning and rate study services. The Request for Proposal (RFP 17-07) was published on August 11, 2016 and opened on September 13, 2016. Six firms provided responses. An evaluation panel reviewed the responses and determined Raftelis was the lowest responsible and responsive bidder in all material respects to the requirements and criteria set forth in the RFP.

Community Benefit/Public Involvement

The city’s financial condition is key to sound city management. Financial advisory services provide expertise assistance to updating the department’s various planning and rate models.

Budget and Financial Impacts

Funding is available in the Water Services FY2016-17 operating budget.

Cost	Fund-Department-Account
\$88,860	2360-17110-518200, Water Services Administration

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
FINANCIAL PLAN AND RATE STUDY FOR WATER SERVICES**

City of Glendale Solicitation No. RFP 17-07

This Agreement for financial plan and rate study services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Raftelis Financial Consultants, Inc, a North Carolina corporation, authorized to do business in Arizona, (the "Consultant"), as of the _____ day of _____, 20_____.

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**, pursuant to Solicitation No. RFP 17-07 (the "Project");
- B. City desires to retain the services of Consultant to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Consultant agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Consultant will provide all services necessary to assure the Project is completed timely and efficiently consistent with 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 contractors or consultants, 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 option, 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;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - 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 the response to the Project's solicitation.

- (2) Consultant will not discharge, reassign or 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. Sub-contractors.

- (1) Consultant may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Consultant shall certify by letter that contracts with Sub-contractors 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 consultant 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 Sub-contractors 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 Sub-contractor 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 consulting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and 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 consultants 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 Sub-contractors 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 shall 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 Sub-contractors will not exceed \$88,860.00, as specifically detailed in **Exhibit B** (the "Compensation").

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

- a. Adjustments to the 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.

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 or as specified in the solicitation.

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 Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors 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 30 days following the date of delivery.

- a. Consultant will be equitably compensated for Goods or 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 Service and Repair furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of § 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 of 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.**

8.1 **Requirements.** Consultant must obtain and maintain the following insurance ("Required Insurance"):

- a. **Consultant and Sub-contractors.** Consultant, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
- b. **General Liability.**
 - (1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent consultants' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. **Professional Liability.** Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- d. **Auto.** A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- e. **Workers' Compensation and Employer's Liability.** A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- f. **Notice of Changes.** Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Consultant or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Consultant or and Sub-contractor's Policies; and
 - (3) Any other material modification of Consultant or Sub-contractor's Policies related to this Agreement.
- g. **Certificates of Insurance.**
 - (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant and Sub-contractor's Policies, which will confirm the existence or issuance of Consultant and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant and Sub-contractor's Policies in accordance with the provisions of this section.

- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant and Sub-contractor's Policies, or to examine Consultant and Sub-contractor's Policies, or to inform Consultant or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Consultant's failure to secure and maintain Consultant Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- h. Other Consultants or Vendors.
- (1) Other consultants or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Consultant must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Consultant and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 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 Sub-contractor 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 shall 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.

- 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 subcontractors 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 subcontractor'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 subcontractor 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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of 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); and
 - 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, or 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 on or before 5:00 p.m.; 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; and
 - 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:

Raftelis Financial Consultants, Inc.
c/o Richard D. Giardina, CPA, Executive Vice President
5719 DTC Parkway, Suite 175
Greenwood Village, Colorado 80111
(303) 305-1136

- 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 Dan Hatch, Water Services Financial Programs Admin
7070 West Northern Avenue
Glendale, Arizona 85303
623-930-4105

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 City Manager and 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 Consultant are incorporated into this Agreement as if attached hereto. Any Consultant 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. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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 deemed reformed to conform to applicable law.

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

15. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. There will be no renewal or extension of this Agreement's 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. **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	Compensation

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

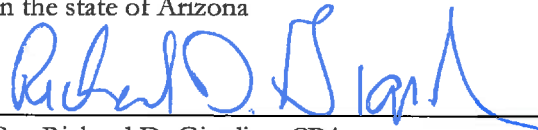
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Raftelis Financial Consultants, Inc.,
a North Carolina corporation authorized to do business
in the state of Arizona



By: Richard D. Giardina, CPA
Its: Executive Vice President

EXHIBIT A
FINANCIAL PLAN AND RATE STUDY FOR WATER SERVICES

RFP 17-07

PROJECT

The Consultant shall provide assistance with updating the Water Department's various planning and water and sewer rate-related models; and to perform financial analysis of the resulting plans and rate schedules for the water and wastewater systems.



EXHIBIT A

**CITY OF GLENDALE
MATERIALS MANAGEMENT
REQUEST FOR PROPOSAL**

SOLICITATION NUMBER: RFP 17-07

DESCRIPTION: FINANCIAL PLAN & RATE STUDY FOR
WATER SERVICES

PUBLISHED DATE: AUGUST 11, 2016

OFFER DUE DATE AND TIME: SEPTEMBER 13, 2016, 2:00 pm local time

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

The City of Glendale is closed in honor of Labor Day, September 5, 2016.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See **Paragraph 2.3 for additional instructions for preparing an offer.**

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Crista Clevenger
Contract Analyst
(623) 930-2865
CClevenger@Glendaleaz.com



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**FINANCIAL PLAN & RATE STUDY
FOR WATER SERVICES**

CITY OF GLENDALE
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CITY OF GLENDALE
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1.0 SPECIFICATIONS

1.1 INTRODUCTION The City of Glendale (“City”) is soliciting Requests for Proposals from qualified firms or individuals (“Consultant”) to provide consulting services as described within this solicitation. It is anticipated that the study tasks will be completed within 90 days of signing an agreement. Taking any proposals to Council would follow as prescribed by Arizona regulations and City ordinances.

1.2 BACKGROUND The City of Glendale has a population of approximately 235,000 and is located on the northwest boarder of Phoenix. Glendale is the fifth largest city in Arizona and has been one of the fastest-growing cities in one of the fastest-growing metropolitan areas in the United States over the past three decades.

The City’s water and sewer system service approximately 61,700 customers. Additional information is provided in Official Statement, Appendix A from the City of Glendale, Arizona, Senior Lien Water and Sewer Revenue Refunding Obligation Series 2015.

1.3 SCOPE OF WORK The objective of the Water Services Financial Plan and Rate Study is for the Consultant to provide assistance with updating the department’s various planning and water and sewer rate-related models; and to perform financial analysis of the resulting plans and rate schedules for the water and wastewater systems. The Consultant will complete the following tasks:

1.3.1 Project Initiation Workshop

Conduct a workshop with city staff to confirm study objectives; identify city, industry, and department fiscal objectives; establish communication protocols; discuss the study approach; establish a schedule to complete each task group; assign responsibilities; provide a request list of relevant financial, operating, customer demographic and usage data; review the MS Excel-based proforma, revenue forecast, and rate-related models format; and discuss the expected deliverables for each task group. This meeting may be conducted by conference call.

1.3.2 Financial Plans

1.3.2.1 Review each system’s 10-year financial plan assumptions for system growth, customer usage, expenditure and economy factors and other relevant information that was used to develop the plan;

1.3.2.2 Evaluate and recommend modifications to the methodology used in the financial model including evaluating each of the following data components: revenues from charges and other revenue sources; operation and maintenance costs; capital improvement costs; and debt service;

1.3.2.3 Analyze various funding options for capital outlay and calculate the impact on the plans;

1.3.2.4 Evaluate the plans for compliance with City’s ordinances and fiscal policies and achieving Water Services fiscal objectives;



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- 1.3.2.5 Determine the annual rate revenue adjustments required to sufficiently meet the revenue requirements over the 10-year period;
- 1.3.2.6 Recommend minimum and optimal Operating Fund, Debt Service, and Equipment Replacement Reserves parameters that meet City policy and financial objectives;
- 1.3.2.7 Calculate for analysis purposes only, Net Operating Revenues for debt service coverage ratio tests and determine if there the Net Operating Revenues are sufficient to pay all debt obligations as set forth in the bond documents and covenants; and
- 1.3.2.8 Compare the department's financial position to at least three other cities in the metro area, Tucson, and at least two cities nationally of similar system characteristics and population demographics based on standard financial and production benchmarking ratios.

1.3.3 Cost of Service

For the water system

- 1.3.3.1 Compile system data to determine the cost to provide the service in accordance with accepted methods of the American Water Works Association;
- 1.3.3.2 Allocate operating and capital costs to the functional cost components by base, extra capacity, and customer;
- 1.3.3.3 Review customer class categories and rate tiers to determine their necessity and sufficiency based on number of customers, range of usage volume, and similarity to other classes;
- 1.3.3.4 Calculate annual units of service for each class; and
- 1.3.3.5 Distribute functionalized costs to customer classes in proportion to class units of service.

1.3.4 Cost of Service

For the wastewater system

- 1.3.4.1 Compile wastewater system data to determine the cost to provide the service in accordance with accepted methods of the Water Environmental Federation;
- 1.3.4.2 Allocate operating and capital costs to functional cost components by usage volume, strengths (BOD/COD, TSS) and customer;
- 1.3.4.3 Review customer class categories to determine their necessity and sufficiency based on number of customers, range of usage volume, and similarity to other classes;
- 1.3.4.4 Calculate annual units of service for each class; and
- 1.3.4.5 Distribute functionalized costs to customer classes in proportion to class units of service.



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1.3.5 Rate Structure and Schedule

- 1.3.5.1 Design proposed water and wastewater rate schedules based on the cost of service that at the forecasted billable usage by customer class produce the required revenue in the first full-fiscal year of the financial plan. The city may expand this task to include rate adjustments in the second year also;
- 1.3.5.2 Prepare a comparison of the impact by customer class and usage from the current rate schedules to the proposed rate schedules;
- 1.3.5.3 Propose at least two alternative water rate structures that consider the changes in customer usage and conservation objectives. Discuss rate tier ranges;
- 1.3.5.4 Prepare a matrix of the percentage impact of the initial rate adjustment by customer class (rate code) by volume level;
- 1.3.5.5 Formulate an opinion of whether the rates are just and equitable based on Arizona regulations, City policy, and industry standards; and
- 1.3.5.6 Make a comparison of the average water and sewer bill to at least five other metro area cities for the single-family and commercial customer.

1.3.6 Financial Plan and Rate Study Review Report

- 1.3.6.1 Prepare and deliver to staff a draft Water Services Financial Plan and Rate Study Report that discusses the method, results, and recommendations from work on each group of the tasks 1.3.1 through 1.3.5;
- 1.3.6.2 Conduct a conference call to discuss findings and recommendations; and
- 1.3.6.3 Prepare a final report with staff comments and deliver to city in an appropriate format.

1.3.7 Recommendations to City Council

- 1.3.7.1 Assist staff with the preparation of the presentation of the report and recommendations to City Council; and
- 1.3.7.2 Attend and participate at one on-site meeting with City Council.

1.3.8 Optional Tasks

The City may request services that are supplemental to those included in the work plan. These services will be provided upon written authorization from the City. Possible services may include the following:

- 1.3.8.1 Compile reclaimed water data to determine the cost to provide the service in accordance with accepted methods of the Water Environmental Federation. Propose rate schedule design;
- 1.3.8.2 Present a conceptual design for a separate city storm water rate study that discusses the methodology, policy options, data requirements, and feasibility for developing a storm water fee schedule;
- 1.3.8.3 Prepare additional revisions of report after the draft and final editions; and
- 1.3.8.4 Attend and participate at more than one on-site meeting with City Council.



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1.4 DELIVERABLES The Consultant will provide the following memorandums and schedules to document the results as part of completing the task:

- 1.4.1** Prepare technical memorandum summarizing workshop discussion and results for Section 1.3.1 Project Initiation Workshop;
- 1.4.2** Prepare technical memorandum summarizing the financial plans review, evaluation results and any recommended modifications to the financial plans for Section 1.3.2 Financial Plans;
- 1.4.3** Update and/or modify the City Cost of Service model for Section 1.3.3 for Cost of Services *Water System*;
- 1.4.4** Update and/or modify the City Cost of Service model for Section 1.3.4 for Cost of Services *Wastewater System*;
- 1.4.5** Prepare Water and Wastewater rates schedules for Section 1.3.5 Rate Structure and Schedule; and
- 1.4.6** Prepare Water Services Financial Plan and Rate Study Report for Section 1.3.6 Financial Plan and Rate Study Review Report.



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2.0 SPECIAL INSTRUCTIONS

- 2.1 RETURN OF OFFER** The Offeror shall submit three (3) hardcopies marked as “Copies”. The offeror shall submit a complete Proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 17-07 – ‘Original - Name of Offeror.’” (For example: RFP 17-07 – Original - ABC Company.)

The Proposal shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). The Proposal should be divided by tab sections according to items listed in the **Preparation of Proposal Package Instructions section 2.2**. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.” Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

- 2.2 PREPARATION OF PROPOSAL PACKAGE** The following sections shall be completed as outlined in section 2.3 SUBMISSION REQUIREMENTS. Failure to include all the items may result in an offer being rejected.

- **COVER SHEET, Firm’s name, address, solicitation number and title**
- **SUBMISSION REQUIREMENTS, Section 2.3**
- **PRICE SHEET, Section 4.0**
- **OFFER SHEET, Section 5.0**
- **ADDENDUM, Return all addenda if applicable**

- 2.3 SUBMISSION REQUIREMENTS** Offeror will provide written, narrative response for each item requested within the criteria below. *Unnecessarily elaborate responses beyond that sufficient to present a complete and effective response to this solicitation are not desired. Do not provide general answers or reference to sales literature.* When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror, at a minimum, must submit the following information:

2.3.1 FIRM’S EXPERIENCE, QUALIFICATIONS, AND PROPOSED STAFF

Offeror’s proposal should include a Company profile that:

2.3.1.1 Provides the company history including number of years in business;

2.3.1.2 Provides a brief description of firm’s qualifications and experience working with municipalities and/or utilities, demonstrating firm’s qualifications to provide the service described herein;



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2.3.1.3 Provides a narrative identifying key personnel performing the scope of work, including job title, length of service with firm, experience in performing specific task; and

2.3.1.4 Provides references from a minimum of three (3) current or past clients with similar services within the last five (5) years (municipalities preferred). References shall include:

- Name of government agency or corporation;
- Contact person, position, telephone number and email address; and
- Brief scope of work performed.

2.3.2 **WORK MANAGEMENT PLAN** Provide a work management plan that will demonstrate an understanding of the scope of work and the objectives of the study. This section must summarize the firm's approach to completing the scope and proposed time schedule to complete each task group.

2.3.3 **COST** The respondent must completely fill out the Price Sheet, Section 4.0 relating to its proposed fee amount not to exceed for providing financial plan & rate study services. All fees shall be inclusive of personnel, benefits, technology, travel, housing and support expenses.

2.4 **EVALUATION CRITERIA** The evaluation criteria are weighted in accordance with the Submission Requirements, Section 2.3 as follows:

2.4.1	Experience and Qualifications, & Proposed Staff	40%
2.4.2	Work Management Plan	25%
2.4.3	Cost	35%

2.5 **TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.6 **ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.7 **SITE INSPECTION** Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



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- 2.8 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.9 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.10 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.11 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.12 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.13 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.13.1** Determine in greater detail such Offeror's qualifications, and
 - 2.13.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.13.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;



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- 2.13.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.14 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.15 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.16 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.17 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.18 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will **not** be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.19 COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).
- 2.20 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be **no** contact concerning this RFP from Offerors submitting a



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Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

2.21 PROPRIETARY INFORMATION An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall **not** mark any Solicitation Form as proprietary. Pricing data shall **not** be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.



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3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be two (2) years upon approval by the City Council.
- 3.2 PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 3.3 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.4 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 3.5.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. 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.
- 3.5.2 Professional Liability (Errors and Omissions):** Insurance coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.
- | | |
|------------------|-------------|
| Per Claim | \$1,000,000 |
| Policy Aggregate | \$2,000,000 |
- 3.5.3 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3.5.4 Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.



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Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects 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 excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.6 INDEMNIFICATION CLAUSE To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or



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FOR WATER SERVICES**

CITY OF GLENDALE
Materials Management
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Avenue, Suite 317
Glendale, Arizona 85301

personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

- 3.7 CONFLICT OF INTEREST** Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.


Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

- 3.8 ESTIMATED QUANTITIES** The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in

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the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.9 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). 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.maricopa.gov/procurement/Pubdocuments/SAVE-members.pdf>

3.10 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

3.11 PERMITS AND LICENSES The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.12 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of



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Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.13 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

3.14 ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

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

TASK 1 – CONDUCT PROJECT INITIATION

The project initiation task will begin the project so that it progresses in an efficient and deliberate manner. Task 1 will include the collection and review of all relevant data and documents, a project initiation workshop, and RFC's ongoing project management activities.

TASK 1.1 – DATA COLLECTION AND REVIEW

The purpose of this task is to gather and review relevant financial information, Excel-based models, budget documents, bond documents, capital improvements plans, rate ordinances, utility policy documents, customer demographic and usage data, and other analyses that will be required to conduct the project. As part of this task, a detailed data request list will be prepared and submitted to City staff so all appropriate data can be forwarded to RFC prior to the project initiation meeting.

TASK 1.2 – PROJECT INITIATION MEETING

While the City has indicated that this meeting may be done via conference call, with RFC's local presence and strong desire to effectively achieve/exceed the City's project objectives, we are planning for this meeting to be on-site at the City's offices. The project initiation meeting provides a solid foundation for the project and serves as a forum in which City staff can provide input on the work management plan, scheduling, and priorities. A successful project initiation meeting ensures that project participants are in agreement on study objectives, project roles, communication procedures, schedule, and key milestones. RFC has provided a preliminary project timeline at the end of this section that can be refined as needed during project initiation. RFC will develop an initiation meeting package that contains the meeting agenda, project timeline, and a broad list of questions related to the City's water and wastewater operations. RFC will prepare a technical memorandum to summarize the discussion and results of the project initiation meeting.

TASK 1.3 – PROJECT MANAGEMENT

Consistent and competent project management is required to ensure project success and adherence to timelines and budgets. This sub-task involves multiple interrelated work efforts that will require effective coordination between City staff, City's models, financial planning process, ordinances, policies, objectives, and debt obligations.

TASK 2.1 – REVIEW CUSTOMER GROWTH AND USAGE ASSUMPTIONS

As part of this analysis, RFC will examine historical utility billing records to determine customer demands for utility services. For water and irrigation water, RFC will examine water usage patterns as they relate to customer demands, population growth, and usage peaks during different periods of the year. Moreover, using a bill frequency analysis, we will study historical water consumption of the City's different customer classes in order to better understand the consumption patterns for each type of customer. This kind of analysis allows better decision making regarding consumption block cut offs when setting tiered rates and analyzing customer impacts under alternative rate schedules. This historical billing analysis will serve as the basis for evaluating the City's projections of water consumption, estimated wastewater flows, and water and wastewater revenue forecasts. RFC will recommend appropriate modifications based on our experience in developing customer growth and demand forecasts for other local clients while considering local development trends and economic factors.

TASK 2.2 – REVIEW REVENUE REQUIREMENTS AND FINANCIAL PLANS

City policy is to annually review the financial status of the water and sewer fund and rate structures to ensure that revenues are adequate to meet the debt service obligations. RFC will review the City-prepared 10-year forecast of revenue requirements which will include an evaluation of the direct and indirect operational costs, capital costs (including pay-as-you-go capital and debt service obligations), and user rates and other miscellaneous revenues. Projecting revenue requirements, allows a utility to calculate overall revenue adjustments or rate adjustments necessary to ensure revenue sufficiency over the planning period. RFC will evaluate the City's assumptions related to inflation, and historical expense trends within the 10-year planning period and provide reactions and potential

alternative factors based on our experience in developing these assumptions with other utilities in Arizona and across the country.

Major capital projects are typically financed with a combination of long-term debt and equity (or cash from reserves, also referred to as PAYGO funding). Two key aspects of the City's water and wastewater financial plan consist of the determination of the appropriate coverage ratio of debt-financed capital projects, and the required revenue adjustments to ensure financial sufficiency for the operational and capital needs of each utility. Outstanding senior and junior debt service or loan obligations and the City's capital improvement plan will be incorporated into our review, to ensure the City's financial forecast is sufficient in meeting Junior Lien Parity Debt Obligations. The revenue requirements will also consider the City's water and wastewater capital improvements plans and availability of development fee funds as an additional source of capital funding.

TASK 2.3 – CASH FLOW ANALYSIS

The review and evaluation of the financial plans will include a cash flow analysis to determine whether existing rates, fees, and charges are sufficient to fund the water and wastewater revenue requirements for each year of the planning period. The cash flow analysis incorporates revenues generated from different sources, expenses needed to maintain the utility funds, any transfers in and out of the operating fund, as well as the debt service coverage needed to meet current and proposed debt service requirements. The cash flow analysis will determine the ability of projected user rates to meet industry-accepted financial metrics and the City's financial guidelines under alternative funding options. This analysis will ultimately lead to identifying any modifications to the financial forecast and/or future rate adjustments.

The cash flow analysis will also evaluate the financial position of each enterprise by tracking the annual fund balances for water and wastewater and each of the utility development fee funds. Each fund will be evaluated separately to determine the anticipated inflow (revenues) and outflow of funds necessary to meet annual operating and capital project needs.

TASK 2.4 – BENCHMARK FINANCIAL POSITION WITH SIMILAR UTILITIES

RFC will also consider the City's Water Services operations, enterprise fund balances, and other financial performance measures and evaluate the utility's finances against other similar agencies and various industry benchmarks. The comparison will identify where the City is outside industry norms and provide recommendations for achieving efficiency and financial improvements. The benchmark comparison of the financial position will include Tucson, three other local metro area cities, and two similar national cities. The results of the financial plans review and benchmarking will be summarized in a technical memorandum. RFC personnel shape industry standards through active participation and leadership in industry associations. Our staff includes a member of the Management Division of AWWA, the current Chair and other members of AWWA's Rates and Charges Committee, the recent Chair of AWWA's Financial Accounting and Management Controls Committee, the former Chair of AWWA's Strategic Management Practices Committee, the Chair of the WEF Finance & Administration Subcommittee, and a member of the EPA Environmental Financial Advisory Board. RFC staff have written one of the leading books on water and wastewater financial issues, *Water and Wastewater Finance and Pricing: A Comprehensive Guide*, and co-authored other industry standard books, such as: *AWWA – Manual M1, Principles of Water Rates, Fees and Charges; Water Rates, Fees, and the Legal Environment, 2nd Edition; Water Treatment Plant Design; The Changing Water Utility; and The Evolving Water Utility*; and *WEF – MOP 27 - Financing and Charges for Wastewater Systems and MOP 11 - Operation of Municipal Wastewater Treatment Plants*. RFC also conducts and publishes the national Water and Wastewater Rate Survey in conjunction with AWWA. This survey is the most comprehensive collection of water and wastewater utility data available in the industry.

TASK 3 – WATER COST OF SERVICE ANALYSIS

This task will include our cost of service analysis that will be based on the AWWA-accepted base extra-capacity approach, which allocates functional costs to base and extra capacity costs categories to recognize the varying

demands and usage characteristics that different customer types put on the water system facilities. The water cost of service analysis will also evaluate the usage patterns of various customer categories to determine if the number of categories should be reduced or expanded. Units of service for each rate component will be determined and allocated proportionately to customer classes.

TASK 4 – WASTEWATER COST OF SERVICE ANALYSIS

The wastewater cost of service analysis will focus on WEF accepted approaches which allocate functional costs based on the volume of discharges and presence of pollutants discharged by various customer categories. The analysis will focus on allocating operating and capital costs associated with wastewater volumes, BOD/COD and TSS strength loadings, and customer related costs.

The cost of service analysis will also evaluate the various customer categories in terms on usage volumes and waste strength loading similarities or differences to determine if the number of categories should be reduced or expanded. Units of service for each rate component will be determined and allocated proportionately to customer classes.

TASK 5 – EVALUATE RATE STRUCTURE AND SCHEDULE

Task 4 will include an evaluation of the current rate structures and schedules and identify at least two alternative rate structures for the City to consider based on current cost of service and customer usage characteristics. The evaluation of rate structure alternatives will include a comparison matrix of customer impacts based on customer type and usage levels and will consider equity and defensibility according to Arizona regulations, City policy objectives, and industry standards. Typical residential and commercial bills for each rate structure alternative will be compared to similar bills for other Phoenix metro area communities.

TASK 5.1 – DESIGN ALTERNATIVE RATE STRUCTURES

Based on the cost of service analyses, RFC will design at least two alternative water and wastewater rate structures. This may include marginal cost pricing, adding and/or reducing rate tiers for different customer classes, adjusting the block rate differentials, modifying the usage block intervals for certain customers, modifying waste strength loading factors, adding or consolidating customer categories, and/or modifying the magnitude of the base charges to either increase or decrease the portion of customer bills that are recovered through variable consumption charges. This analysis will focus on whether the current rate tiers and fixed base charges are still appropriately aligned with the customer usage patterns of the various water customer classes and recommend adjustments and alternatives as necessary. Depending on the City's pricing objectives, volumetric rate tiers may be eliminated and/or adjusted to provide greater affordability to low water use customers while considering water conservation incentives to higher use customers. If appropriate, the rate tiers may be consolidated among customer classes if the costs to provide service and usage categories are similar among classes. The cost of service analysis will also evaluate the winter and summer seasonal commercial volume rates and the balance of revenues recovered through the fixed monthly base charge in relation to industry accepted financial metrics and the City's fiscal policies.

Consideration will be given to both promoting the efficient use of water resources and recovering the appropriate level of debt service and other fixed costs through base charges and ensure an appropriate level of non-variable revenues. The rate structures will be designed to be equitable and easy to administer and understand by the ratepayers. Our rate design recommendations will consider potential rate policy changes, industry practices, and compatibility with the City's existing billing software.

TASK 5.2 – COMPLETE CUSTOMER RATE IMPACT ANALYSIS

RFC will also evaluate the potential financial impact on customers that may result from the proposed rate structure and schedule alternatives. RFC will prepare a flexible matrix to calculate customer bills to determine the rate impacts on different types of customers at various levels of usage or demand for services. These types of matrix

schedules provide an invaluable tool for evaluating how the rate recommendations are impacting particular customer groups and/or levels of usage from different customer types.

TASK 5.3 – RATES AND FEES COMPARISON WITH OTHER SIMILAR UTILITIES

RFC will compare the City's current and recommended rates under each alternative rate structure with other comparable cities and utility agencies in the Phoenix metro area that summarize residential and commercial rate structures and typical utility bills. The survey will be incorporated in the study report and presentations to compare the rate structures and schedules of other communities to the existing and proposed rates.

TASK 6 – FINANCIAL PLAN AND RATE STUDY REVIEW REPORT

After the financial plans and proposed rates for each system have been reviewed, RFC will prepare a Water Services Financial Plan Review Report (Report) and participate in a meeting with City staff and City Council to present the financial plans and proposed rate adjustments.

TASK 6.1 – PRESENTATION OF PRELIMINARY RESULTS TO CITY STAFF

Following the review of the financial plans and proposed rates, RFC will present the preliminary results of the project to City staff as part of a rate workshop. This workshop will provide an opportunity for RFC to receive comments on the preliminary recommendations and to collaborate with City staff in determining the most effective approach to present the final findings and recommendations to City Council.

TASK 6.2 – PRELIMINARY DRAFT REPORT

RFC will prepare and submit an electronic version of a preliminary Report to City staff. RFC will participate in a conference call to discuss City staff's comments and reactions to the preliminary Rate Report. The preliminary Rate Report will summarize and document the analysis, findings and recommendations of the study. In particular, the Rate Report will:

- Describe and evaluate the current rate and fee structures
- Summarize annual water and wastewater revenue requirements identifying fixed, semi-fixed, and variable costs
- Evaluate alternative rate structures and schedules
- Assess the financial and customer impacts of rate and fee recommendations
- Present financial annual operating results and benchmarks associated with financial guidelines such as debt coverage, available debt capacity, and liquidity levels

TASK 6.3 – FINAL REPORT

After City staff have reviewed and commented on the preliminary Report, RFC will prepare a Final Report and deliver electronic versions in Word, Excel, and Adobe PDF format along with 10 original, printed, and bound copies to the City. The Final Report will reflect the comments and changes resulting from City staff's review.

TASK 7 – RECOMMENDATIONS CITY COUNCIL

City Council conducts a public hearing prior to the adoption of any water and wastewater rates. RFC will attend and support City staff at the meeting where the proposed rates are presented to the City Council for consideration of approval. RFC will prepare a PowerPoint presentation summarizing the process used to review the financial plans and the proposed rate adjustments for the 10-year forecast period. RFC understands the importance of gaining the City Council's approval of the rate recommendations. RFC will work closely with City staff to develop a package that demonstrates the importance of implementing a financial and rate plan that mitigates customer impacts while maintaining industry accepted financial metrics and financial guidelines.

Our pricing for the study is based on three trips to Glendale by RFC to conduct the initiation meeting, present our preliminary results to City staff, and present our final recommendations to City Council.

EXHIBIT B
FINANCIAL PLAN AND RATE STUDY FOR WATER SERVICES
RFP 17-07
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5 Billings and payment of this Agreement. The amount of compensation for financial plan and rate study for water services rendered, is provided in the Price Sheet for RFP 17-07, which is attached to Exhibit B.


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 \$88,860.00.

DETAILED PROJECT COMPENSATION

The Consultant shall submit invoices monthly detailing Services performed in accordance of the Scope of Work with itemized fees for services including, but not limited to:

- Project Initiation Workshop	\$13,570
- Financial Plans	\$ 9,020
- Cost of Service - Water System	\$ 9,020
- Cost of Service - Wastewater System	\$ 8,000
- Rate Structure and Schedule	\$14,470
- Financial Plan & Rate Study Review Report	\$17,410
- Recommendations to City Council	\$17,370

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4.0 PRICE SHEET

4.1 PROPOSAL FEE

Submit a fee amount not to exceed for each task group listed in Section 1.3. All fees are inclusive of personnel, benefits, technology, travel, housing and support expenses.

4.2 Provide a schedule of hourly billing rates for each staff position.

Task	Scope of Work	Fee Amount not to exceed
1.3.1	Project Initiation Workshop	\$13,570
1.3.2	Financial Plans	\$9,020
1.3.3	Cost of Service – Water System	\$9,020
1.3.4	Cost of Service – Wastewater System	\$8,000
1.3.5	Rate Structure and Schedule	\$14,470
1.3.6	Financial Plan & Rate Study Review Report	\$17,410
1.3.7	Recommendations to City Council	\$17,370

4.3 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

4.4 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

OFFEROR NAME: Raftelis Financial Consultants, Inc.

PRICE TABLE

In addition to the Price Sheet, the following table provides a breakdown of the estimated level of effort required for completing each task described and the hourly billing rates for the personnel scheduled to complete the project. Expenses include costs associated with travel, and a \$10 per hour technology charge covering computers, networks, telephones, postage, etc. RFC proposes to complete the scope of work outlined in our proposal on a not-to-exceed cost of \$88,860 including related expenses.

Task	Task Descriptions	No. of Trips	Hours Requirements							Professional Fees	
			RG	FD	RW	JG	HS	Admin	Total		
1	Conduct Project Initiation	1	8	24	12	2			1	47	\$13,570
2	Review Financial Plans	0	2	12	24	2			1	41	\$9,020
3	Water Cost of Service Analysis	0	2	12	24			2	1	41	\$9,020
4	Wastewater Cost of Service Analysis	0	2	8	24	2				36	\$8,000
5	Evaluate Rate Structure and Schedule	0	8	16	34	2	2		1	63	\$14,470
6	Financial Plan and Rate Study Review Report	1	2	24	34	2	4		2	68	\$17,410
7	Recommendations to City Council	1	12	24	24	2			2	64	\$17,370
TOTAL ESTIMATED MEETINGS / HOURS		3	36	120	176	12	8	8	8	360	
HOURLY RATES			\$305	\$225	\$195	\$275	\$275	\$70			
PROFESSIONAL FEES			\$10,980	\$27,000	\$34,320	\$3,300	\$2,200	\$560		\$78,360	
										Total Fees	\$78,360
										Total Expenses	\$10,500
										TOTAL FEES & EXPENSES ESTIMATED	\$88,860

RG - Rick Giardina

FD - Frank Davis

RW - Rob Wadsworth

JG - John Gallagher

HS - Harold Smith

Admin - Administrative Support

HOURLY BILLING RATES

FIRM-WIDE

Position	Hourly Billing Rate**
Chair	\$400
Chief Executive Officer/President	\$375
Chief Operating Officer	\$325
Executive Vice President	\$305
Vice President/Principal Consultant	\$275
Director of Storm Water Management	\$275
Director of Governmental Services	\$275
Senior Manager	\$250
Director of Management Consulting	\$275
Director of Florida Operations	\$205
Manager	\$225
Director of Data Services	\$225
Senior Consultant	\$195
Consultant	\$170
Associate	\$140
Analyst	\$105
Administration	\$75
Technology/Communications Charge*	\$10

PROJECT TEAM

Position	Hourly Billing Rate**
Executive Vice President (Richard Giardina, CPA)	\$305
Vice President/Principal Consultant (Harold Smith & John Gallagher, PE)	\$275
Manager (Frank Davis)	\$225
Senior Consultant (Rob Wadsworth, CPA)	\$195
Administration	\$75
Technology/Communications Charge*	\$10

*Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.






**For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.





AFTER-HOURS EMERGENCY PRICING

We do not charge any additional fee for after-hours services.

TIME SCHEDULE

RFC has a strong track record of meeting client schedules and is confident that our experience and ample resources will enable us to meet the City's project timeline. The exhibit below presents our proposed schedule and key project milestones for providing the financial advisory services. Assuming notification to proceed and project initiation in mid-October, we anticipate delivering the preliminary version of the draft reports by late December 2016 and the Final Report and final recommendations by the middle of January 2017. This project timeline is preliminary, as we anticipate the project schedule will be refined as needed along with the scope of work and project objectives during project initiation. This timeline can be either accelerated or deferred to meet the City's implementation schedule.

Task #	Task Descriptions	Oct-16	Nov-16	Dec-16	Jan-17
1	Conduct Project Initiation				
2	Review Financial Plans				
3	Water Cost of Service Analysis				
4	Wastewater Cost of Service Analysis				
5	Evaluate Rate Structure and Schedule				
6	Financial Plan and Rate Study Review Report			  	
7	Recommendations to City Council				

-  Project Orientation Workshop with City Staff
-  Project Meetings with City Staff
-  Meetings with City Council
-  Delivery of Draft/Final Reports



Legislation Description

File #: 16-648, Version: 1

AWARD OF IFB 17-15 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH DANA KEPNER COMPANY, INC., FOR LARGE WATER METERS AND PARTS

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to award IFB 17-15; authorize the City Manager to enter into an agreement with Dana Kepner Company, Inc., (Kepner) for large water meters and parts; and approve the expenditure of funds in an amount not to exceed \$150,000 for the initial one-year term; and to authorize the City Manager, at the City Manager's discretion, to extend the agreement for an additional four (4) one-year terms, not to exceed \$750,000 for the entire term of the agreement.

Background

The city has over 61,000 water meters that serve residential and commercial customers. Meters the size of 1-1/2 inches and larger for high volume customers are considered large meters. The meters range in price from \$500 to over \$5,000 based on the size. A residential 5/8" meter costs less than \$100. Over 3,500 accounts or 6% of the total number are serviced by large meters and account for 48% of the annual billed revenue.

Analysis

The city's Materials Management Division and Water Services Department developed the solicitation requirements for large meters. An Invitation for Bid (IFB) was published on September 22, 2016 and opened on October 10, 2016. Three firms provided responses. An evaluation panel reviewed the responses and determined Kepner was the lowest responsible and responsive bidder in all material respects to the requirements and criteria set forth in the IFB.

The initial term of the agreement is for one year upon approval by Council. Bid specifications contained an option clause that will permit the city, at the discretion of the City Manager, to extend this agreement for four additional years, in one-year increments.

Previous Related Council Action

In October 2010, Sensus USA was awarded IFB 11-28, with the option to extend the term of the agreement an additional five years, on an annual basis.

Community Benefit/Public Involvement

Award of this bid will provide an adequate inventory of water meters for new connections, and replacement

of worn and obsolete existing meters in a timely manner. Well maintained water meters enable the city to provide uninterrupted water delivery, and accurately track and measure water consumption for billing purposes.

Budget and Financial Impacts

Funding is available in the Water Services FY2016-17 operating budget. Annual budget appropriation thereafter is contingent upon Council approval. The initial purchase is charged to the inventory account. As meters are replaced, the new meters are taken from inventory and charged to the operating budget.

Cost	Fund-Department-Account
\$150,000	2400-17300-524400, Meter Maintenance

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Vendor Name: Dana Kepner Company, Inc.
(For City of Glendale Use Only)

C- _____



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 17-15

PUBLISHED DATE: SEPTEMBER 22, 2016

TITLE: LARGE WATER METERS & PARTS

BID DUE DATE AND TIME: OCTOBER 11, 2016 BEFORE 2:00 P.M. LOCAL TIME

PRE-BID CONFERENCE: OCTOBER 4, 2016 AT 2:00 PM, The non-mandatory pre-bid conference will be held at 5850 W Glendale Avenue, Glendale, AZ 85301. Conference Room 3A

Bids for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location prior to the time and date cited. Bids received by the correct time and date will be opened at 2:00 P.M. and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Complex (City Hall) in the Engineering Department. Bids are accepted from the hours of 8:00 am and 5:00 pm, Monday through Friday, unless otherwise indicated for a holiday. All bids will be received, and time/date stamped at the Engineering Department's front counter. Late Bids will not be considered.

The City of Glendale is closed for Columbus Day, October 10, 2016.

Bids must be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the envelope. See Paragraph X.X for additional instructions for preparing a bid.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Connie Schneider, C.P.M.
(623) 930-2868
CSchneider@Glendaleaz.com

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SOLICITATION NUMBER: IFB 17-15
LARGE WATER METER & PARTS

CITY OF GLENDALE
Materials Management
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Avenue, Suite 317
Glendale, Arizona 85301

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1.0 SPECIFICATIONS

1.1 BACKGROUND AND GENERAL REQUIREMENTS

The City of Glendale, Arizona (City), is requesting bids from qualified vendors for the purchase of large water meters and replacements parts on an "as needed" basis throughout the term of the resulting contract.

Throughout the term of this contract, the City reserves the right to add, revise or make changes to the specifications to best serve the needs of the City.

The brand names, manufacturer's name or product numbers in the Price Sheet are used for purposes of designating the standard of quality, performance, and characteristics needed to meet City requirements and are not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

The resultant contract requires delivery of any items within forty-five (45) days from the date of the purchase order or written notice to proceed from the City. The City reserves the right to purchase any item under the resultant contract from other suppliers if the awarded vendor(s) is unable to meet this requirement.

1.2 GENERAL AND TECHNICAL SPECIFICATIONS

- 1.2.1 Bidder shall replace meters and parts on an as needed basis to maintain the City's inventory base;
- 1.2.2 All turbo meters shall comply with ANSI/AWWA Standard C-701;
- 1.2.3 Compound meters shall comply with ANSI/AWWA Standard C-702 class II;
- 1.2.4 All OMNI meters shall comply with the NSF latest standards;
- 1.2.5 Positive displacement meters shall comply with ANSI/AWWA Standard C-700
- 1.2.6 Positive displacement meters shall have a permanent and hermetically "roll sealed" register reading in gallons;
- 1.2.7 Positive displacement meters shall have a register lid, register box, and the main case shall be of bronze composition;
- 1.2.8 Omni meters shall be unrestricted as to sustained flow rates within its continuous operating range;
- 1.2.9 Omni meters shall have the floating ball that measures flows up to its rated maximum capacity without affecting undue wear or accuracy degradation;
- 1.2.10 Omni meters shall have two basic assemblies; the main case and the measuring chamber:
 - 1.2.10.1 The main case shall be made from ductile iron with an approved NSF epoxy coating. The main case shall have a test port, and an easily removable independent measuring chamber/strainer for maintenance; and



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1.2.10.2 Measuring chamber assembly shall include a floating ball impeller with a coated titanium shaft, hybrid axial bearings, integral flow straightener, and an all-electronic programmable register with protective bonnet.

1.2.11 Omni meters shall have an electronic hermetically sealed register with an electronic pickup containing no mechanical gearing;

1.2.12 Omni LCD register shall display AMR, totalization, and a Resettable test totalizer. The AMR units should be fully programmable, with pulse output frequency that is fully programmable, data logging capability, direct magnetic drive system with an LCD all-electronic register reading in gallons, and displays both forward and reverse flow.

1.2.13 Meters shall be compatible with current AMR/AMI systems and compatible with current ITRON and ERT technology.

1.2.14 The manufacturer’s serial number shall also be imprinted on the outer case of all meters;

1.2.15 Bidders shall provide any and all manufacturer guarantees and exchange program information.

1.2.16 Meters shall be purchased for both potable water and reclaim water use. Reclaimed water meters shall comply with proper color-coding.

1.3 COMMERCIAL/INDUSTRIAL WATER METERS

1.3.1 Series “Omni T2” Turbo

<u>MODEL</u>	<u>SIZE</u>
Omni T2 with flange connections	1 ½”
Omni T2 with flange connections	2”
Omni T2	3”
Omni T2	4”
Omni T2	6”

1.3.2 Fire Hydrant Meters

<u>MODEL</u>	<u>SIZE</u>
125-W fire hydrant meter equipped with fire hose	3” swivel couplings

1.3.3 Omni C2 compound meters

<u>MODEL</u>	<u>SIZE</u>
Omni C2	3”
Omni C2	4”
Omni C2	6”

1.3.4 Portable Large Meter Tester: MODEL: Detector W-1250

1.3.5 Water Meter Parts. Bidder shall provide a discount off of manufacturer’s list price from current catalog or price book for the purchase of parts on an “as required” basis for all meters listed above.




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2.0 SPECIAL INSTRUCTIONS

- 2.1 RETURN OF BID One (1) original hard copy.** The original bid shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF BID PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.
- 2.2 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in a bid being rejected. Bid packages shall be submitted in the following order:
- 2.2.1** BIDDER SHEET, Section 4.0
 - 2.2.2** PRICE SHEET, Section 5.0
 - 2.2.3** ADDENDUM, Return all addenda (if applicable).
- 2.3 EVALUATION CRITERIA** Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.
- 2.4 TYPE OF AWARD** The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.
- 2.5 ALTERNATE BIDS/EXCEPTIONS**
Bids submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.
- 2.6 BRAND NAME OR EQUAL** Specification which uses a brand name, manufacturer's name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.
- 2.7 ESTIMATED QUANTITIES** The quantities listed in this solicitation are the City's best estimate. The City may order some, all, more, or none of the individual quantities. The City's actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

	SOLICITATION NUMBER: IFB 17-15 LARGE WATER METER & PARTS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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2.8 PROPRIETARY INFORMATION

Bidders shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

2.9 INQUIRIES Any question related to this solicitation shall be directed to the Contract Analyst whose name appears above. Any Bidder shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Bidders are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official Bid due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

2.10 ADDITIONAL INFORMATION The City reserves the right to secure additional information from any Bidder as it deems necessary to establish the competence and financial stability of any Bidder submitting a bid.

2.11 PRIOR EXPERIENCE Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating Bids.

2.12 EVALUATION LITERATURE

Bids submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Bids submitted without this product information may be considered as non-responsive and rejected.

2.13 WITHDRAWAL OF BID At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the bid by a written letter, facsimile or electronic mail from



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the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered.

- 2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Bidders submitting a bid with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Bidder, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Bidders, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Bidder from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the bid of the Bidder to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the Bids received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.

Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 2.16 CONFLICT OF INTEREST** The Bidder shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.



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3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Bidders are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All Bids submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

3.3 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). 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.maricopa.gov/procurement/Pubdocuments/SAVE-members.PDF>

3.4 PRICE & PRICE ADJUSTMENTS All prices quoted shall be firm and fixed for the initial contract period. Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.

3.5 DELIVERY All deliveries shall be FOB Destination to the City of Glendale warehouse located at 6210 West Myrtle Avenue, Building N, Suite 181, Glendale, AZ 85301.



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- 3.6 **DELIVERY TIME** All deliveries shall be made within **45** days upon receipt of written notification from the City. All deliveries shall be made within City of Glendale office hours, Monday through Friday, excluding holidays.
- 3.7 **TERM OF AGREEMENT** The term of this agreement shall be for a one (1) year initial period.
- 3.8 **OPTION TO EXTEND** The City, may, at its option, and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
- 3.9 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.10 **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.11 **INSURANCE, BOND AND INDEMNIFICATION** The Contractor certifies that it has adequate insurance (with a minimum coverage amount of \$1 Million per accident or occurrence) to cover any injury or damages that may arise out of its performance of this Contract. Contractor must provide proof of such insurance, including copies of insurance certificates, prior to commencing the performance of Services under this Agreement.

The Contractors Workers' Compensation and Employer's Liability policy shall provide at least the minimum benefits required by Arizona Law.

Contractor also certifies that it has any license, performance bond or other bond required by State law or the City Code to ensure the work is performed in accordance with all applicable State and local rules and regulations. Contractor must furnish Payment and Performance Bonds as required under A.R.S. § 34-608, if applicable.

To the fullest extent permitted by law, the Contractor also agrees to indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims



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(or actions in respect thereof) relate to, arise out of, or are caused by or in connection with the work, product or services of the Contractor, its officers, employees, agents or any tier of subcontractor in the performance of this Contract.

3.12 APPLICABLE LAW; VENUE This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.

3.13 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.14 CONTRACT CANCELLATION The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

3.14.1 The Contractor provides personnel that do not meet the requirements of the contract.

3.14.2 The Contractor fails to perform adequately the services required in the contract.

3.14.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.

3.14.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.

3.14.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;



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- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 1. Deduction from an unpaid balance;
 2. Any combination of the above or any other remedies as provided by law.

1.1 WARRANTIES Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

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

3.1 CERTIFICATION By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

By signing the bid, the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.



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4.0 CONDITIONAL ACCEPTANCE

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB # 17-15
TITLE: LARGE WATER METERS & PARTS

1. Subject to City Council approval, this notification constitutes a conditional acceptance of your bid to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
2. The term of the proposed Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
3. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
4. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
5. **You are required to sign three (3) copies of this Acceptance form and return with this Bid.** Failure to furnish signed copies of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the bid.

Contractor Name: Dana Kepner Company, Inc. Contractor Signature: 

Company Address: 2401 S. 19th Ave. Printed Name and Title: Matthew Roeder, AMR Specialist
Phoenix, AZ 85009 Email Address: mroeder@danakepner.com

Company Federal I.D.: 84-1292785 Telephone No.: (602) 255-0234

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____ ATTEST: _____
Printed Name and Title: _____ City Clerk (SEAL)

Kevin R. Phelps, City Manager

APPROVED AS TO FORM:

City Attorney

Date: _____



SOLICITATION ADDENDUM

Solicitation Number: RFP 17-15 Addendum #1 Page 3 of 4
 Solicitation Due Date: October 13, 2016, 2:00 p.m. (Local Time)

CITY OF GLENDALE
 Materials Management
 5850 W. Glendale Avenue
 Suite 317
 Glendale, AZ 85301
 Phone: (623) 930-2865

Replace Section 5 in its entirety with the "revised" Bidding Schedule

5.0 BIDDING SCHEDULE (Revised)

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

5.1 METER PRICING					
Item No.	Estimated Quantities (A)	Description	Unit Price (B)	Extended Amount (A X B)	DISCOUNT % OFF MSRP FOR PARTS
5.1.1	25	1 1/2" OMNI T2 Turbo Meter	\$ 683.00	\$ 17,075.00	25%
5.1.2	40	2" OMNI T2 Turbo Meter	\$ 806.00	\$ 32,240.00	25%
5.1.3	3	3" OMNI T2 Turbo Meter	\$ 998.00	\$ 2994.00	25%
5.1.4	3	4" OMNI T2 Turbo Meter	\$ 1920.00	\$ 5760.00	25%
5.1.5	3	6" OMNI T2 Turbo Meter	\$ 3435.00	\$ 10,305.00	25%
5.1.6	1	3" OMNI C2 Compound Meter	\$ 1435.00	\$ 1435.00	25%
5.1.7	1	4" OMNI C2 Compound Meter	\$ 2470.00	\$ 2470.00	25%
5.1.8	1	6" OMNI C2 Compound Meter	\$ 4250.00	\$ 4250.00	25%
5.1.9	1	10" OMNI T2 with flange connections, without strainer - 2"	\$ 677.00	\$ 677.00	25%
5.1.10	25	3" OMNI H2 Fire Hydrant Meter with national standard fire hose thread male adapter and female swivel coupling	\$ 1163.00	\$ 29,075.00	25%
5.1.11	1	5/8" x 3/4 SRII Positive Displacement Meter	\$ 62.60	\$ 62.60	25%
5.1.12	1	1" SRII Positive Displacement Meter	\$ 133.91	\$ 133.91	25%



SOLICITATION ADDENDUM

Solicitation Number: RFP 17-15 Addendum #1 Page 4 of 4
Solicitation Due Date: October 13, 2016, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

5.1.13	1	OMNI 3 V2 Tester	\$ 3350.00	\$ 3350.00	25%
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GRAND TOTAL (Item Nos. 5.1.1 through 5.1.12 Extended Amounts)	\$ 109,827.52
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5.2 TAX AMOUNT Bidders should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax: 8.6 %

5.3 DELIVERY Bidder states that all orders shall be delivered within **45** calendar days after receipt of purchase order, contract release document or written notice to proceed from the City of Glendale.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES _____ NO

If your answer is NO, please state terms offered: Terms are Net 30

Name of Company: Dana Kepner Company, Inc.

Address: 2401 South 19th Avenue

Authorized Signature:

Print Name and Title: Matthew Roeder, AMR/AMI Specialist



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

Solicitation Number: RFP 17-15 Addendum #1 Page 1 of 4
Solicitation Due Date: October 13, 2016, 2:00 p.m. (Local Time)

RFP 17-15

LARGE WATER METERS AND PARTS

As a result of the pre-offer conference held on Tuesday, October 4, 2016, the following revisions have been made to Request for Proposals No. 17-15:

BID DUE DATE AND TIME:

Changed:

From: OCTOBER 11, 2016 BEFORE 2:00 P.M. LOCAL TIME
To: OCTOBER 13, 2016 BEFORE 2:00 P.M. LOCAL TIME

1.2 GENERAL AND TECHNICAL SPECIFICATIONS

Change to Section 1.2.10.1:

The main case shall be made from ductile iron with an approved NSF epoxy coating. The main case shall have a test port, an integral strainer and an easily removable independent measuring chamber/~~strainer~~ for maintenance; and

Change to Section 1.2.10.2:

Measuring chamber assembly shall include a floating ball impeller with a coated titanium shaft, hybrid axial bearings, integral flow straightener, and ~~an~~ a single all-electronic programmable register with protective bonnet.

Change to Section 1.2.11:

Omni meters shall have ~~an~~ a single electronic hermetically sealed register with an electronic pickup containing no mechanical gearing;

1.3 COMMERCIAL/INDUSTRIAL/RESIDENTIAL WATER METERS:

Add to Section 1.3.1:

Series "Omni T2" Turbo

<u>MODEL</u>	<u>SIZE</u>
Omni T2 with flange connections	1 1/2"
Omni T2 with flange connections	2"
Omni T2	3"
Omni T2	4"
Omni T2	6"
Omni T2 with flange connections,	10" (without strainer – 2")



SOLICITATION ADDENDUM

Solicitation Number: RFP 17-15 Addendum #1 Page 2 of 4

Solicitation Due Date: October 13, 2016, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

Change Section 1.3.2:

Fire Hydrant Meters

MODEL

SIZE

~~125 W fire hydrant meter equipped with fire hose~~ 3" swivel couplings

OMNI H2 Fire Hydrant Meter

3"

With national standard fire hose thread male adapter and female swivel coupling

Change Section 1.3.4:

Portable Large Meter Tester: ~~MODEL:~~ Detector W 1250

MODEL

SIZE

OMNI 3 V2 Tester

3"

SR11

5/8" x 3/4"

SR11

1"

RE: Solicitation Number IFB 17-15, Large Water Meter & Parts

To Whom It May Concern:

Dana Kepner Company is a premier provider of water meters and AMR and AMI systems in the state of Arizona and other western states. As the only authorized distributor, in Arizona, for Sensus Metering Systems products, we offer the best in both products and service.

The decision of which large water meter vendor to utilize is a difficult and complex one, with long lasting consequences. Please take into special consideration how the following services offered to you by Dana Kepner Company, as the provider of your large water meters, will benefit City of Glendale, for many years to come.

Experience: Dana Kepner Company's local staff has more than 60 years combined experience, working with the Sensus products. Our staff includes sales people dedicated to municipal customers and highly skilled specialists that deal strictly with water meter and AMR issues. As a company, we service sold and continue to maintain 55+ residential and commercial water meters and AMR/AMI accounts in the state of Arizona.

Quality: Sensus Metering Systems has long been known as a manufacturer of high quality, long lasting water metering products and AMR systems. All Sensus products are designed to perform well beyond the manufacturers warranty period.

Single Source: All components for Sensus products are manufactured by Sensus and provided by Dana Kepner Company.

Local Inventory: Dana Kepner Company is a stocking distributor of Sensus AMR/AMI and water metering products and parts. We have five branches located throughout Arizona, with the Phoenix location carrying our largest inventory.

Meter Shop: Located at our Phoenix location, we offer a full service meter shop, providing the following services: 1) Accuracy testing of all water meter types up to 3" nominal size 2) Warranty Evaluation and Repair of all Sensus water meters.

In closing, we hope you give our proposal serious consideration and look forward to the opportunity to be the large water meter provider of choice to the City of Glendale.

Sincerely,

A handwritten signature in black ink, appearing to be 'J. Kepner', written over a horizontal line.



Andrea Davis
Manager Business
Development/Distribution

8601 Six Forks Road
Raleigh, NC 27615

T: 919-424-8995
F: 919-424-8976
andrea.davis@sensus.com
www.sensus.com

WATER
MEASUREMENT
EQUIPMENT
SENSUS

October 16, 2015

RE: Arizona Distributors

To Whom It May Concern:

Sensus, USA is pleased to announce that Dana Kepner is the exclusive Authorized Distributor of Sensus products for the state of Arizona. Please contact Dana Kepner for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at andrea.davis@sensus.com regarding this or any other matter.

Sincerely

Andrea M. Davis

Andrea Davis
Sensus, USA
Manager of Business Development/ Distribution

IFB 17-15 LARGE WATER METERS & PARTS - BID TAB
10/13/2016

Description	Bidder		National Meter & Automation		Zenner Performance Meters, Inc.		Sensus USA		HD Supply & Waterworks		Dana Kepner	
	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
Revised Bid Schedule - Addendum 1	X		X		X		X		X		X	
Conditional Acceptance	X		X		X		X		X		X	
5.1.1 1 1/2" OMNI T2 Turbo Meter	25	808	20200	394.1	9852.5	729.25	18231.25	NO	NO	683	17075	
5.1.2 2" OMNI T2 Turbo Meter	40	905	36200	377.63	15105.2	856.22	34248.8	NO	NO	806	32240	
5.1.3 3" OMNI T2 Turbo Meter	3	1134	3402	407.94	1223.82	1055.33	3165.99	NO	NO	998	2994	
5.1.4 4" OMNI T2 Turbo Meter	3	1641	4923	452.39	1357.17	2009.86	6029.58	NO	NO	1920	5760	
5.1.5 6" OMNI T2 Turbo Meter	3	3916	11748	672.88	2018.64	3580.62	10741.86	NO	NO	3435	10305	
5.1.6 3" OMNI C2 Compound Meter	1	2389	2389	1427.22	1427.22	1503.82	1503.82	NO	NO	1435	1435	
5.1.7 4" OMNI C2 Compound Meter	1	3644	3644	1769.22	1769.22	2577.1	2577.1	NO	NO	2470	2470	
5.1.8 6" OMNI C2 Compound Meter	1	5197	5197	3102.22	3102.22	4417.02	4417.02	NO	NO	4250	4250	
5.1.9 10" OMNI T2 with flange connect, without strainer - 2"	1	740	740	603.46	603.46	6518.58	6518.58	NO	NO	677	677	

IFB 17-15 LARGE WATER METERS & PARTS - BID TAB
10/13/2016

Description	Bidder	National Meter & Automation		Zenner Performance Meters, Inc.		Sensus USA		HD Supply & Waterworks		Dana Kepner	
		Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
5.1.10 25 3" OMNI H2 Fire Hydrant Meter with national standard fire hose thread male adapter and female swivel coupling		869	21725	502	12550	1050.48	26262	NO	BID	1163	29075
5.1.11 1 5/8" x 3/4 SRII Positive Displmt Meter		98.03	98.03	69.73	69.73	57.47	57.47	NO	BID	62.6	62.6
5.1.12 1 1" SRII Positive Displmt Meter		159.25	159.25	126.7	126.7	120	120	NO	BID	133.91	133.91
5.1.13 1 OMNI 3 V2 Tester		2637	2637	No Bid	No Bid	2385	2385	NO	BID	3350	3350
Discount % Off MSRP for Parts		15%		40%		24%		NO BID		25%	
GRAND TOTAL		\$113,062.28		\$49,205.88		\$116,258.47		NO BID		\$109,827.51	

Product(s) do not meet specifications



Legislation Description

File #: 16-651, Version: 1

AWARD OF RFP 17-08 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH M.P. ENVIRONMENTAL SERVICES, INC., FOR SLUDGE EXCAVATION AND HAULING SERVICES

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to award RFP 17-08, authorize the City Manager to enter into an agreement with M.P. Environmental Services, Inc., (MP) for sludge excavation and hauling services and approve the expenditure of funds in an amount not to exceed \$238,750 for the initial two-year term, and to authorize the City Manager, at the City Manager's discretion, to extend the agreement for an additional two (2) two-year extensions, not to exceed \$716,250 for the entire term of the agreement.

Background

The Pyramid Peak and Oasis Water Treatment Plants use conventional water treatment processes that include the removal of suspended particles by gravity and through filtration. These particles accumulate as sludge which is transported to lagoons where it is then dewatered and solar dried, then removed and transported to landfills. Front end loaders excavate the materials and load it into large dump trucks then it is hauled away for disposal.

Analysis

The City's Materials Management Division and Water Services Department developed the solicitation requirements for sludge excavation and hauling services. A Request for Proposal (RFP) was published on September 15, 2016 and opened on October 12, 2016. Three firms provided responses. An evaluation panel reviewed the responses and determined M.P. Environmental Services, Inc., was the lowest responsible and responsive bidder in all material respects to the requirements and criteria set forth in the RFP.

Community Benefit/Public Involvement

The ability to reliably produce potable water ensures continuous service delivery to the citizens located in the plant's service area. This project will help maintain the quality of life, safety, and security of Glendale's citizens.

Budget and Financial Impacts

Funding is available in the Water Services FY2016-17 operating budget. Annual budget appropriation thereafter is contingent upon Council approval. The budget will be encumbered only as the services are needed.

Cost	Fund-Department-Account
\$119,375	2400-17250-518200, Pyramid Peak WTP
	2400-17310-518200, Oasis WTP

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
SLUDGE EXCAVATION AND HAULING SERVICES**

City of Glendale Solicitation No. RFP 17-08

This Agreement for sludge excavation and hauling services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and M.P. Environmental Services, Inc., a California corporation, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 20

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**, pursuant to Solicitation No. RFP 17-08 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with 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 contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

- (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or 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 Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor 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. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors 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. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors 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. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor 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.

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor 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, Contractor 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, Contractor 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, Contractor grants to City, and will cause its Sub-contractors 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) Contractor 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. Contractor 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 Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$716,250.00 for the six (6) year period if all renewal term options are exercised and/or the price is adjusted during any renewal period in accordance with Section 15 (Term) herein, as specifically detailed in **Exhibit B** (the "Compensation").

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

- a. Adjustments to the 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 Contractor 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.

5. Billings and Payment.

5.1 Applications.

- a. Contractor 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 or as specified in the solicitation.

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 Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors 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 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor 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 Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor 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.**

8.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor 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.

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors 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 Contractor or subcontractor'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 Contractor and subcontractor 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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
- 11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
- 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); and
- 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, or 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 on or before 5:00 p.m.; 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; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Mark Allen
c/o MP Environmental Services, Inc.
3045 South 51st Avenue
Phoenix, Arizona 85043
602-278-6233

- 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 Anthony Weathersby
7070 West Northern Avenue
Glendale, Arizona 85303
623-930-4108

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

- d. Changes. Contractor 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 Contractor 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. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 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 deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
15. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on a two (2) year basis. Contractor 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 any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
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. **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 | Compensation |

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager


ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

M.P. Environmental Services, Inc.,
a California corporation



By: Mark Allen
Its: Account Executive

EXHIBIT A
SLUDGE EXCAVATION AND HAULING SERVICES

RFP 17-08

PROJECT

The Contractor will provide removal and transport of dried material (sludge) from lagoons located at two water treatment plants (WTP). All work shall be completed under the direction and satisfaction of the Water Services Department.

Oasis WTP, located at 7070 West Norther Avenue, Glendale, Arizona, has four (4) lagoons; each lagoon generates approximately 200 tons of sludge.

Pyramid Peak Water Treatment Plant, located at 28101 North 63rd Avenue, Phoenix Arizona, has six (6) lagoons; each lagoon generates approximately 340 tons of sludge.

The Contractor shall transport the dried sludge to a pre-approved landfill in compliance with any and all state and federal regulations.

The Contractor shall deliver one quarter (1/4) minus red decomposed granite on an as needed basis.



EXHIBIT A
CITY OF GLENDALE
MATERIALS MANAGEMENT
REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 17-08

DESCRIPTION: SLUDGE EXCAVATION AND HAULING SERVICES

PUBLISHED DATE: SEPTEMBER 15, 2016

OFFER DUE DATE AND TIME: OCTOBER 12, 2016 AT 2:00 P.M. LOCAL TIME

PRE-OFFER CONFERENCE: WEDNESDAY, SEPTEMBER 28, 2016 AT 8:00 A.M.
Meeting will be held at the Pyramid Peak Water Treatment Plant located at 28101 North 63rd Avenue, Phoenix, Arizona 85083. Site visits will follow the meeting. Attendance is recommended.

SUBMITTAL LOCATION: **City of Glendale**
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) in the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be received and time/date stamped at the Engineering Department's window. Late proposals will not be considered.

The City of Glendale is closed in honor of Columbus Day, October 10, 2016.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See **Paragraph 2.3** for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger
Contract Analyst
(623) 930-2865
CClevenger@Glendaleaz.com



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SLUDGE EXCAVATION AND HAULING
SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

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SERVICES

CITY OF GLENDALE
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

The City of Glendale (City), is requesting proposals from qualified contractors for the removal and transport of dried material (sludge) from lagoons located at two (2) water treatment plants. All work specified shall be completed under the direction and satisfaction of the Water Services Department.

1.2 The Oasis Water Treatment Plant (Oasis WTP) is located at 7070 West Northern Avenue, Glendale, Arizona 85303.

1.2.1.1 Oasis WTP has four (4) lagoons;

1.2.1.2 Each lagoon generates approximately 200 tons of sludge five (5) times a year;

1.2.1.3 Typical volume of dried sludge excavated from one lagoon is three hundred (300) to four hundred and fifty (450) cubic yards. The weight of the sludge will vary based on the moisture content.

1.3 The Pyramid Peak Water Treatment Plant (Pyramid Peak WTP) is located at 28101 North 63rd Avenue, Phoenix, Arizona 85083.

1.3.1.1 Pyramid Peak WTP has six (6) lagoons;

1.3.1.2 Each lagoon generates approximately 340 tons of sludge eight (8) times a year;

1.3.1.3 Typical volume of dried sludge excavated from one lagoon is four hundred (400) to six hundred (600) cubic yards. The weight of the sludge will vary based on the moisture content.

1.4 Contractor may elect to transport the dried sludge to the City Landfill located at 11480 West Glendale Avenue, Glendale, Arizona 85307 or to any other pre-approved facility.

1.5 BACKGROUND

1.5.1 Generally there is between four (4) inches to six (6) inches of *overlay material, i.e., red one quarter [1/4] minus decomposed granite*, on top of the lagoon bed. When the average depth of the overlay material gets below four (4) inches the City will add some to the lagoon. The City may request that the Contractor purchase and deliver the overlay material to the Pyramid Peak WTP. City personnel will use the City owned articulating Kubota tractor to spread the overlay material in the lagoon bed.

1.5.2 There are three (3) lagoons that utilize the overlay material. There are three (3) new lagoons that do not utilize the red 1/4 minus media. The three new lagoons have a concrete bottom and will not require any further action after the Contractor's excavation services.

1.5.3 The Oasis WTP lagoons are lined with concrete.

1.6 SCOPE OF WORK

1.6.1 The Contractor shall submit a work plan for the sludge excavation and hauling services, including a description of the process and the equipment to be utilized;



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- 1.6.2** The Contractor shall have at least three (3) years' experience performing water treatment plant sludge excavation and hauling services;
- 1.6.3** The Contractor shall have all licenses and permits required by local, State and Federal agencies to perform the sludge excavation and hauling services. Truck drivers, trucks, equipment operators and equipment shall all be licensed in accordance with all applicable laws and regulations;
- 1.6.4** The Contractor shall have the proper truck(s) and equipment to perform the required work, including a four-wheel, rubber tire, front-end loader. The Front-end loader shall be capable of excavating the sludge from the lagoons and loading sludge into the truck(s) used for transporting the sludge to the City Landfill;
- 1.6.5** The Contractor shall not provide excavation and hauling services until the Contractor has received the approval of the City's Water Treatment Plant Superintendent, or the WTP Superintendent's designee;
- 1.6.6** The Contractor shall be responsible for estimating quantities of sludge;
- 1.6.7** The Contractor shall provide excavation and sludge hauling services at the Pyramid Peak WTP during the following hours:
Monday through Friday: 7:00 AM to 5:00 PM
No provision of services on City holidays
- 1.6.8** The Contractor shall provide excavation and sludge hauling services at the Oasis WTP during the following hours:
Monday through Friday: 7:00 AM to 3:00 PM
No provision of services on City holidays
- 1.6.9** The Contractor shall complete the sludge excavation and hauling services within four (4) business days after starting the excavation, unless the City determines the Contractor has been delayed by weather conditions;
- 1.6.10** The City may request that the Contractor purchase and have delivered to the Pyramid Peak WTP 1/4 minus red decomposed granite when the Contractor removes too much of the overlay material during the excavation process. The overlay material shall be delivered to a location at the Pyramid Peak WTP approved by the WTP Superintendent or his designee;
- 1.6.11** The Contractor's hauling truck(s) are not allowed to enter any of the lagoons. Only the Contractor's front-end loader may be permitted in the lagoon and the Contractor's truck(s) shall remain outside the lagoons while being loaded;
- 1.6.12** The Contractor shall be responsible for any and all loads leaving the Pyramid Peak WTP/Oasis WTP and any spillage or leakage of sludge or sludge liquid;
- 1.6.13** The Contractor shall be responsible for any and all cleanup, repairs or replacement of property that is required due to any spillage or leakage of sludge or sludge liquid from one of the Contractor's trucks;



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1.6.14 The Contractor is responsible for all loads delivered to the City Landfill by the Contractor, including the Contractor's loads rejected by the City Landfill. The City shall not be charged any additional costs for loads rejected by the City Landfill; and

1.6.15 The Contractor shall not charge the City any additional costs or fees for weather related delays or delays due to additional time required to dry the sludge once the Contractor has begun the excavation process.

1.7 CITY LANDFILL GUIDELINES if selected

1.7.1 In the event that the City of Glendale landfill is selected by the contractor as the sludge disposal site, the contractor shall obtain a "Landfill Authorization Form" from the applicable facility for each individual dump truck of sludge extracted and disposed of in the city landfill;

1.7.2 The City's Landfill hours of operation are as follows:
Monday through Friday: 7:00 AM to 4:30 PM
Saturdays: 7:00 AM to 3:00 PM
No deliveries on City holidays

1.7.3 The Contractor shall **not** use belly-dump and or semi-trucks to deliver sludge to the City's Landfill;

1.7.4 The Contractor shall dump the sludge where the Contractor has been directed to do so by the City Landfill staff and nowhere else in the Landfill;

1.7.5 The Contractor shall not deliver loads with free liquid. City Landfill staff may reject loads with free liquid; and


1.7.6 The Contractor shall ensure that the sludge hauled to the City's Landfill is able to pass the paint filter test.

1.8 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

1.8.1 The Contractor shall follow Occupational Safety and Health Administration (OSHA) standards during the provision of all contract services and all of the City of Glendale's safety policies;

1.8.2 The Contractor shall possess all required Federal, State and local licenses, registrations and certifications at the time of submitting the proposal in response to this solicitation; and

1.8.3 The Contractor's materials, techniques and processes shall comply with all Federal, State, local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply shall be grounds for non-payment and immediate termination of contract.


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1.9 WATER SERVICES CONTACTS

NAME	TITLE	PHONE	EMAIL
Anita Lutringer	Oasis WTP Supervisor	480-620-3623	ALutringer@Glendaleaz.com
Todd Hellman	Pyramid Peak WTP Supervisor	623-640-1113	THellman@Glendaleaz.com

1.10 BILLING REQUIREMENTS

- 1.10.1** The contractor shall provide invoicing in the following manner:
- A chain of custody form or manifest for each load to Glendale’s landfill
 - A weight ticket for each load from the landfill weigh station
 - City staff signing for each load leaving the site to the landfill
 - A summery invoice for each job/lagoon including all of the above
- 1.10.2** Invoices must be neat and legible;
- 1.10.3** The documents must be dated and signed (print full name) by the City employee;
- 1.10.4** Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections;
- 1.10.5** The Contractor shall bill the City on a monthly basis for work performed in that billing cycle. Invoices shall be submitted in a timely manner.
- 1.10.6** The Contractor shall submit individual invoices for the Oasis WTP and Pyramid Peak WTP to the following contacts:
- Oasis Water Treatment Plant
Attn: Anita Lutringer
7070 West Northern Avenue
Glendale, AZ 85303
ALutringer@Glendaleaz.com
- Pyramid Peak Water Treatment Plant
Attn: Todd Hellman
28101 North 63rd Avenue
Phoenix, Arizona 85083
THellman@Glendaleaz.com

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2.0 SPECIAL INSTRUCTIONS

2.1 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as “Copies”. The offeror shall submit a complete Proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 17-08 – ‘Original - Name of Offeror.’” (For example: RFP 17-08 – Original - ABC Company.)

The Proposal shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). The Proposal should be divided by tab sections according to items listed in the **Preparation of Proposal Package Instructions section 2.2**. This will assist the evaluation panel in identifying items and information submitted within the proposal. Offerors may reproduce the forms and recreate information, but all of the required information must be presented in the order requested.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter “See attachment for detail.” Proposals that do not conform to the above format may be rejected.

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2.2 PREPARATION OF PROPOSAL PACKAGE The following sections shall be completed as outlined in section 2.3 SUBMISSION REQUIREMENTS. Failure to include all the items may result in an offer being rejected.

- **COVER SHEET, Firm’s name, address, solicitation number and title**
- **OFFER SHEET, Section 4.0**
- **PRICE SHEET, Section 5.0**
- **ADDENDUM, Return all addenda if applicable**
- **SUBMISSION REQUIREMENTS, Section 2.3**

2.3 SUBMISSION REQUIREMENTS Offeror will provide written, narrative response for each item requested within the criteria below. When applicable, supporting documents should be attached and reference the appropriate criterion. Offeror, at a minimum, must submit the following information:

2.3.1 EXPERIENCE AND QUALIFICATIONS

Offeror’s proposal should include a Company profile that:

- 2.3.1.1 Provides the company history including number of years in business;
- 2.3.1.2 Provides a brief description of company’s qualifications and experience providing similar services as described herein;
- 2.3.1.3 Describes your firm’s resources, including personnel and equipment that shall be used to provide the required services.; and
- 2.3.1.4 Description of the sludge hauling truck to be used:
 - Manufacturer
 - Model



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- Sludge Hauling Capacity (cubic yards and tons)

2.3.2 REFERENCES Provides references from a minimum of three (3) current or past clients with similar services within the last twelve months. References shall include:

- Name of company;
- Contact person, position, telephone number and email address; and
- Brief description of services provided and any major differences to this solicitation.

2.3.3 WORK PLAN Provide a detailed preliminary work plan that describes the offeror's understanding of required services and the offeror's approach for the provision of the required services.

2.3.4 COST The respondent must completely fill out the Price Sheet, Section 5.0.

Pricing shall include all labor, overhead tools and equipment used, profit, and any taxes that may be levied.

2.4 EVALUATION CRITERIA The evaluation criteria are weighted in accordance with the Submission Requirements, Section 2.3 as follows:

2.4.1	Experience and Qualifications	30%
2.4.2	Work Plan	25%
2.4.3	References	15%
2.4.4	Cost	30%

2.5 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" Bids shall be rejected.

2.6 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Offeror shall clearly and specifically detail all exceptions to the exact requirements imposed by this solicitation. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.7 SITE INSPECTION Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

2.8 INQUIRIES Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask



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questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

- 2.9 EVALUATION PANEL** Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.10 PANEL CONTACT** Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.11 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.12 ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.13 DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:
- 2.13.1** Determine in greater detail such Offeror's qualifications, and
 - 2.13.2** Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - 2.13.3** Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;



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- 2.13.4** Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
- 2.14 BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 2.15 PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.
- 2.16 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.17 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.18 OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will **not** be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.
- 2.19 COMPETITIVE NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).
- 2.20 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be **no** contact concerning this RFP from Offerors submitting a



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Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

2.21 PROPRIETARY INFORMATION An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall **not** mark any Solicitation Form as proprietary. Pricing data shall **not** be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.



Solicitation Number: RFP 17-08
SLUDGE EXCAVATION AND HAULING SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

3.0 SPECIAL TERMS AND CONDITIONS

- 3.1 TERM OF AGREEMENT** The initial term of the contract shall be two (2) years upon approval by the City Council.
- 3.2 OPTION TO EXTEND** The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional four (4) years. Optional renewal of the contract shall be every two years after the initial term of the contract. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.3 PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 3.4 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 3.5 INSURANCE** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 3.5.1 Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. 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.
- 3.5.2 Professional Liability (Errors and Omissions):** Insurance coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.
- | | |
|------------------|-------------|
| Per Claim | \$1,000,000 |
| Policy Aggregate | \$2,000,000 |
- 3.5.3 Automobile Liability:** Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.



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3.5.4 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects 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 excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Solicitation Number: RFP 17-08
**SLUDGE EXCAVATION AND HAULING
SERVICES**

CITY OF GLENDALE
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5850 West Glendale
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3.6 INDEMNIFICATION CLAUSE To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.7 CONFLICT OF INTEREST Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

"Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

"Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

3.8 ESTIMATED QUANTITIES The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated



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funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

- 3.9 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). 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.maricopa.gov/procurement/Pubdocuments/SAVE-members.pdf>

- 3.10 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

- 3.11 PERMITS AND LICENSES** The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

- 3.12 CERTIFICATION** By signature on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:



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The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.13 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

3.14 ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

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




Work Plan

MP Environmental work plan includes

- Deliver front-load excavator equipment within 5 days of request from the City of Glendale.
- Safety meeting with truck drivers and equipment personnel
- Excavate sludge material from drying lagoons utilizing a 4 wheel, rubber tire, front-end loader. The material will be loaded into Semi truck with end dump trailers outside of the lagoons. The material will then be transported to the City of Glendale landfill or Waste Management's Northwest Regional Landfill located at 19401 W. Deer Valley Rd. Surprise, AZ upon approval.

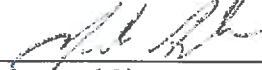
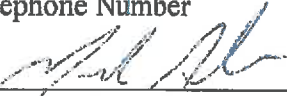
Complete removal of sludge material and equipment in 2 to 4 days of delivery of equipment depending on volume of material.

Submit Individual Monthly Invoices for Oasis and Pyramid Peak WTP
Invoices will include a summary invoice for each job/lagoon, signed manifests and weight tickets

	<p>Solicitation Number: RFP 17-08</p> <p>SLUDGE EXCAVATION AND HAULING SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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4.0 OFFER SHEET

4.1 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

 _____ Authorized Signature	_____ MP Environmental Services, Inc. Company's Legal Name
_____ Mark Allen Printed Name	_____ 3045 S. 51st Ave. Address
_____ Account Executive Title	_____ Phoenix, AZ 85043 City, State & Zip Code
_____ 602-278-6233 Telephone Number	_____ 602-278-2884 FAX Number
 _____ Authorized Signature	_____ 10/07/2016 Date
_____ mallen@mpenviro.com Email Address	

For questions regarding this offer: (If different from above)

_____ Craig L. Miller Contact Name	_____ 602-278-6233 Ext-102 Phone Number	_____ 602-278-2884 Fax Number
_____ cmiller@mpenviro.com Email Address		

FEDERAL TAXPAYER ID NUMBER: 77-0262888

Arizona Sales Tax No. 07407113-K Tax Rate _____

Offeror certifies it is a: Proprietorship ___ Partnership ___ Corporation X

Minority or woman owned business: Yes X No ___



SOLICITATION ADDENDUM

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2865

Solicitation Number: RFP 17-08 Addendum #1 Page 1 of 2

Solicitation Due Date: October 12, 2016, 2:00 p.m. (Local Time)

RFP 17-08

SLUDGE EXCAVATION AND HAULING SERVICES

As a result of the pre-offer conference held on Wednesday, September 28, 2016, the following revisions have been made to Request for Proposals No. 17-08:

1.6 SCOPE OF WORK:

DELETE:

~~1.6.14 The Contractor is responsible for all loads delivered to the City Landfill by the Contractor, including the Contractor's loads rejected by the City Landfill. The City shall not be charged any additional costs for loads rejected by the City Landfill; and~~

1.7 CITY LANDFILL GUIDELINES:

Change to:

1.7.2 The City's Landfill hours of operation are as follows:

Monday through Friday: ~~7:00~~ **7:30** AM to 4:30 PM

1.7.3 The Contractor shall ~~not use belly dump and or semi trucks~~ **Tipping Trucks (tippers)** to deliver sludge to the City's Landfill;

1.7.5 The Contractor shall not deliver loads with free liquid. City Landfill staff ~~may~~ **will** reject loads with free liquid; and

ADD: 1.7.6 City Landfill internal rate is \$20 per ton (gate rate is \$32.25 per ton)

1.7.6.1 Contractor does not pay dump fees at the City of Glendale Landfill for sludge brought in from Pyramid Peak and Oasis WTP's.

1.7.6.2 Maximum rate per ton reimbursement to Contractor for dump fees at any other pre-approved landfill facility will be \$20 per ton

QUESTIONS AND CLARIFICATIONS:

1) Is there a sample sludge analysis report available to provide to an alternate landfill facility?

A: Yes, a current annual report is attached PDF;



6072122

Sample2COC Rev FIP

2) When hauling services are requested by Pyramid Peak and Oasis WTP's, contractor's equipment may be left onsite overnight; and

3) Can sub-contractors be used?

A: Yes, Sub-Contractor form is added below.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the addendum with the proposal submittal.

Name of Company: MP Environmental Services, Inc.

Address: 3045 S. 51st Ave., Phoenix, AZ 85043

Authorized Signature:

Print Name and Title: Mark Allen / Account Executive

EXHIBIT B
SLUDGE EXCAVATION AND HAULING SERVICES
RFP 17-08
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 5 Billings and Payment of the Agreement. The amount of compensation for the excavation and removal of sludge services rendered is provided on the City of Glendale Price Sheet for RFP 17-8, which is attached to this Exhibit B.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$716,250.00 for the entire potential six (6) year term of this Agreement. Annual compensation may only be increase if a renewal term option is exercised and the price is adjusted during that renewal period and the increase does not cause the parties to exceed the not-to-exceed limitation.

DETAILED PROJECT COMPENSATION

The Contractor shall submit invoices monthly detailing billing for the preceding month. Payment will be reviewed and approved by the contract administrator or his/her designee. The itemized fees shall not exceed the annual fee of \$119,375.00 as contained in the attached Price Sheet, unless the parties agree to a price adjustment as provided in Section 15 (Term) herein. The quantities listed on the Price Sheet are an estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this Agreement.


Oasis - unit price per lagoon sludge removal and transport fee is \$2,550.00

Pyramid Peak - unit price per lagoon sludge removal fee and transport fee is \$3,600.00.

Maximum reimbursement rate to Contractor for dump fees at a pre-approved landfill other than the City's landfill facility will be \$20.00 per ton.

Granite price for fifty (50) ton shipment: \$1,187.50

Granite price for one hundred (100) ton shipment: \$2,375.00

	Solicitation Number: RFP 17-08 SLUDGE EXCAVATION AND HAULING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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5.0 PRICE SHEET

5.1 PROPOSAL FEE

Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs.

5.2 SLUDGE REMOVAL SERVICES						
Item No.	Quantity (A)	Units	Description	Unit Price (B)	Frequency (C)	Extended Amount (A x B x C)
5.2.1	4	Lagoons	OASIS WTP	\$ <u>2,550.00</u>	5	\$ <u>51,000.00</u>
5.2.2	6	Lagoons	PYRAMID PEAK WTP	\$ <u>3,600.00</u>	8	\$ <u>172,800.00</u>
TOTAL						\$ <u>223,800.00</u>

5.3 PRICING FOR ONE QUARTER (1/4) MINUS RED DECOMPOSED GRANITE:

Pricing below for Option 1 and Option 2 includes all delivery charges.

5.3.1 OPTION 1 – FIFTY (50) TON SHIPMENTS: \$ 1,187.50

5.3.2 OPTION 2 – ONE HUNDRED (100) TON SHIPMENTS: \$ 2,375.00

ALL PRICING PROVIDED ABOVE INCLUDES ALL APPLICABLE TAXES TO BE CHARGED TO THE CITY BY THE CONTRACTOR.

5.4 PROCUREMENT CARD ORDERING CAPABILITY Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.5 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO

If your answer is NO, please state terms offered: Net 30

OFFEROR NAME: MP Environmental Services, Inc.



SOLICITATION ADDENDUM

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Phone: (623) 930-2865

Solicitation Number: RFP 17-08 Addendum #1 Page 2 of 2

Solicitation Due Date: October 12, 2016, 2:00 p.m. (Local Time)

6.0 SUB-CONTRACTOR LIST

If any Bidder intends to sub-contract any portion of this contract, the Bidder must submit the Sub-contractor List which includes the name, address, license number (if applicable) of each Sub-contractor, including the extent of such sub-contracting, and include with the bid.

NAME: C&S Skytal Trucking LICENSE

ADDRESS: 3425 N. 29th Ave., Phoenix, AZ 85017

EXTENT OF WORK: Transportation

NAME: Recycling Disposal Resources LICENSE

ADDRESS: 10853 E. Ravenna Ave., Mesa, AZ 85212

EXTENT OF WORK: Transportation

NAME: SRE Transportation LICENSE

ADDRESS: 3230 E. Broadway Road, Suite C235, Phoenix, AZ 85040

EXTENT OF WORK: Transportation

NAME: LICENSE

ADDRESS:

EXTENT OF WORK:

NAME: LICENSE

ADDRESS:

EXTENT OF WORK:



Legislation Description

File #: 16-652, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH INDUSTRIAL AUTOMATION SERVICES, INC., A SOLE SOURCE PROVIDER, FOR PARTS, EQUIPMENT, AND SERVICE FOR KROHNE EQUIPMENT

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a professional services agreement with Industrial Automation Services, Inc., (Industrial) for parts, equipment, and services for KROHNE equipment in an amount not to exceed \$20,000 for the initial term; and authorize the City Manager, at the City Manager's discretion, to extend the agreement for four (4) additional one-year terms, in an amount not to exceed \$100,000 for the entire term of the agreement.

Background

The City's water treatment, water distribution, wastewater collection and wastewater treatment systems include five treatment plants, groundwater wells, booster stations, lift stations, and numerous other critical appurtenances. Within these facilities are various meters, sensors, valves, and process controllers that monitor the system's automated processes. Periodically, this equipment needs repairing, replacement, or maintenance.

Analysis

The Materials Manager may procure and contract for supplies and services without competition when there has been a written determination that competition is not available and there is only one known source for the supply or service.

Industrial is the sole provider for KROHNE equipment and meets the criteria of a sole source procurement. Industrial ensures that issues are addressed with the technical expertise and any required repairs are made quickly.

Community Benefit/Public Involvement

Having a contracted vendor provides for immediate access to service to minimize down time, meet the water and wastewater treatment needs of our community, and continue to remain in compliance with state and federal regulatory requirements.

Budget and Financial Impacts

Funding is available in the Water Services FY2016-17 operating budget.

Cost	Fund-Department-Account
\$20,000	2360-17160-523400, Arrowhead Reclamation Facility
	2360-17170-523400, West Area Reclamation Facility
	2400-17250-523400, Pyramid Peak Water Treatment Plant
	2400-17260-523400, Cholla Water Treatment Plant
	2400-17310-523400, Oasis Water Treatment Plant
	2400-17290-523400, Water Distribution
	2420-17630-523400, Wastewater Collection

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
REPLACEMENT PARTS, INSTALLATION AND PROGRAMMING SERVICES
FOR KROHNE MAGNETIC METERS, LEVEL SENSORS AND RELATED PARTS

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Industrial Automation Services, Inc., an Arizona corporation, ("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.

- (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 \$20,000 annually for a maximum amount of \$100,000 for the entire term of the agreement (initial term plus any renewals) 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 \$1,000,000 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 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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a PCI-DSS attestation of compliance certificate signed by an officer of Contractor 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:

Industrial Automation Services, Inc.
550 S Ellis Street
Chandler, AZ 85224

- 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 Anthony Weathersby
7070 W Northern Ave
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. 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.

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.** 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.

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. **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

Industrial Automation Services, Inc.,
an Arizona corporation



By: Shannon Webster
Its: General Manager

EXHIBIT A
Professional Services Agreement

PROJECT

Industrial Automation Services, Inc. is the sole source provider of KROHNE, Inc. magnetic meters, level sensors, parts and installation/programming services. See attached sole source letter.

Industrial Automation Services
550 S. Ellis St.
Chandler, AZ 85224

Hello,

Industrial Automation Services is the exclusive KROHNE representative for the State of Arizona. All quotes and inquiries for the State of Arizona are the exclusive responsibility of Industrial Automation Services.

Marc McCaige
KROHNE, Inc.
Inside Sales Manager
978-535-6060 ext. 1117
m.mccaige@krohne.com

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Industrial Automation Services, Inc. will provide KROHNE, Inc. parts, installation and programming services of KROHNE instrumentation controls.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Not applicable. Products are requested on an as-needed basis.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

This is a sole source procurement of KROHNE instrumentation controls that only Industrial Automation Services, Inc. can supply since they are the only authorized representative in the State of Arizona.

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 \$20,000 annually for a maximum amount of \$100,000 for the entire term of the agreement (initial term plus any renewals).

DETAILED PROJECT COMPENSATION

Purchase of parts based on current price list and service based on attached Exhibit D.



INDUSTRIAL AUTOMATION SERVICES

SERVICE RATES

Scheduled Contract Services - \$150.00 per hour + mileage and expenses.

Emergency Service - \$175.00 per hour + expenses (minimum 4 hours)

Travel Time – Travel charges are based on hourly rates

Mileage – Billed at current IRS standards (\$0.75 per mile)

Expenses – Reasonable expenses including: meals, hotel, miscellaneous materials.

Parts – Based on manufacturers published List Prices

Overtime – Charged at 1.5X of hourly rate

Weekend – Charged at 2X hourly rate

Holidays – Charged at 3X hourly rate

Site Specific Training – Charged at hourly rate

*Larger projects with multiple tasks might require more than one technician to complete the project in a timely manner. These projects will be charged per each individual technicians man hours (i.e. two technicians for scheduled service will be billed at \$300.00 per hour)

All service work is predicated on customer providing a safe work environment.

All labor is warranted by Industrial Automation Services. Warranty on parts and equipment is based on manufacturers published warranty.

Prices effective September 2015 and are subject to change.

"Problem Solvers Delivering Solutions"



Legislation Description

File #: 16-653, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BALAR HOLDING CORPORATION, DOING BUSINESS AS BALAR EQUIPMENT, A SOLE SOURCE PROVIDER, FOR PARTS, EQUIPMENT, AND SERVICE FOR STANLEY TOOLS AND E.H. WACHS EQUIPMENT

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a professional services agreement with Balar Holding Corporation, doing business as (dba) Balar Equipment (Balar), for parts, equipment, and services for Stanley Tools and E.H. Wachs equipment in an amount not to exceed \$25,000 for the initial term; and authorize the City Manager, at the City Manager's discretion, to extend the agreement for four (4) additional one-year terms, in an amount not to exceed \$125,000 for the entire term of the agreement.

Background

The City's water treatment, water distribution, wastewater collection and wastewater treatment systems include five treatment plants, groundwater wells, booster stations, lift stations, and numerous other critical appurtenances. Staff use an array of specialty tools and equipment in the maintenance and repair these facilities. Periodically, this specialty equipment needs repairing or maintenance. Having an equipment maintenance contractor on-call provide for quick service.

Analysis

The Materials Manager may procure and contract for supplies and services without competition when there has been a written determination that competition is not available and there is only one known source for the supply or service.

Balar is the sole provider for Stanley Tools and E.H. Wachs and meets the criteria of a sole source procurement. Balar ensures that issues are addressed with the technical expertise and any required repairs are made quickly.

Community Benefit/Public Involvement

Having a contracted vendor provides for immediate access to service to minimize down time, meet the water and wastewater treatment needs of our community, and continue to remain in compliance with state and federal regulatory requirements.

Budget and Financial Impacts

Funding is available in the Water Services FY2016-17 operating budget.

Cost	Fund-Department-Account
\$25,000	2360-17160-523400, Arrowhead Reclamation Facility
	2360-17170-523400, West Area Reclamation Facility
	2400-17250-523400, Pyramid Peak Water Treatment Plant
	2400-17260-523400, Cholla Water Treatment Plant
	2400-17310-523400, Oasis Water Treatment Plant
	2400-17290-523400, Water Distribution
	2420-17630-523400, Wastewater Collection

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
REPLACEMENT PARTS, SERVICE AND PURCHASE OF SMALL EQUIPMENT
FOR STANLEY TOOLS AND E.H. WACHS EQUIPMENT

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Balar Holding Corp, an Arizona corporation dba Balar Equipment ("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.

- (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 \$25,000 annually for a maximum amount of \$125,000 for the entire term of the agreement (initial term plus any renewals) 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 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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

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:

Balar Holding Corp dba Balar Equipment
 11023 N. 22nd Avenue
 Phoenix, AZ 85029

- 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 Anthony Weathersby
 7070 W Northern Ave
 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. 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.

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.** 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.

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. **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

Balar Holding Corp an Arizona corporation dba
Balar Equipment



By: Peter Evans
Its: COO

EXHIBIT A
Professional Services Agreement

PROJECT

Balar Holding Corp dba Balar Equipment is a sole source provider of parts and service for Stanley Tools and E.H. Wachs equipment. See attached sole source letters.

STANLEY.

August 3, 2016

Re: Stanley Hydraulic Tools Authorized Distribution
Arizona

To: Whom it may concern

Within the state of Arizona, Stanley Hydraulic Tools (a division of Stanley Black & Decker, Inc.) currently on 8/3/2016 has one (1) authorized distributor who has physical locations within Arizona; that distributor is Balar Equipment.

Balar Equipment is authorized to sell and service the Stanley Hydraulic Tool line of Hand Held Municipal Utility which consist of power units, tools, parts, and accessories.

**BALAR EQUIPMENT
PHOENIX:
11023 N. 22nd AVE
PHOENIX, AZ 85029
(602) 944-1933 FAX: (602) 944-9687**

For any questions or additional information, please feel free to contact me directly.

Best regards,
Anthony Saraceno
North American Sales Manager – Hand Held
Stanley Hydraulic Tools
3810 SE Naef Road
Milwaukie, OR 97267



An **ITW** Company

Superior Equipment. Complete Support.

ehwachs.com

WATER UTILITY PRODUCTS
455 Comanche Circle Harvard, IL 60033
T: +1.815.943.4785 F: +1.815.943.5098
866.392.1060

July 20, 2016

Re: E.H. Wachs Products Distribution

To whom it may concern,

The E.H. Wachs Company is the original equipment manufacturer of all products manufactured under its brand name and registered trademarks. Many of E.H Wachs products are so unique that they are protected under multiple U.S. trade protections specifically related to valve exercising machinery and pipe cutting.

E.H. Wachs controls the distribution of their products through a team of factory direct salesmen, localized market dealers and select resellers; for the State of Arizona, Balar Equipment Corporation is the authorized agent for all products manufactured under the Wachs brand name and registered trademarks.

Steve Hirschfeld
Balar Equipment Corporation
11023 N. 22nd AVE
Phoenix, AZ 85029
602-944-1933 Office
602-677-4750 Cell
shirschfeld@balar.com

If you desire additional information, don't hesitate to contact me at 815-943-4785 at any time or visit our website at www.turnvalves.com. Thank you for your interest in our products.

Yours Very Truly,

A handwritten signature in black ink that reads 'Jeff Swiatowy'.

Jeff Swiatowy
General Manager
E.H. Wachs
Utility Products Division
(815) 943-4785

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Balar Holding Corp dba Balar Equipment will provide parts, service and small equipment to the City of Glendale for Stanley Tools and E.H. Wachs equipment on an as-needed basis.

EXHIBIT C
Professional Services Agreement

SCHEDULE

Not applicable. Products are requested on an as-needed basis.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Balar Holding Corp dba Balar Equipment is a sole source provider of parts and service for Stanley Tools and E.H. Wachs equipment.

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 \$25,000 annually for a maximum amount of \$125,000 for the entire term of the agreement (initial term plus any renewals).

DETAILED PROJECT COMPENSATION

Outside repairs of Stanley tools, E.H. Wachs equipment, parts and service on an as-needed basis.



Legislation Description

File #: 16-657, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT WITH CAL-PACIFIC CARBON, LLC, FOR THE PURCHASE OF POWDERED ACTIVATED CARBON

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to amend the agreement C-10327 with Cal-Pacific Carbon, LLC (Cal-Pacific) for the purchase of powdered activated carbon (PAC); and approve the increase of expenditure of funds in an amount not to exceed \$80,000 for this amendment, and authorize the City Manager, at the City Manager's discretion, to extend the agreement for three additional one-year terms, in an amount not to exceed \$350,000 for the entire term.

Background

The city's Material Management Division in conjunction with the Water Services Department developed an Invitation for Bid (IFB) for fifteen chemicals for water/wastewater treatment. IFB 16-01 was published on July 30, 2015 and seventeen responses were received by the due date of August 18, 2015. The notice of intent to award was sent August 20, 2015. On October 13, 2015, Council authorized the agreement with Cal-Pacific in an amount not to exceed \$60,000 through October 13, 2017. The agreement can be extended by the City Manager through October 12, 2020.

PAC is added to the water treatment process to correct odor and taste issues in the raw water supplied to the Pyramid Peak Water Treatment Plant. After assessing performance results, the use of PAC has been very effective at a reasonable cost for this treatment process. Therefore, additional quantity will be required.

Analysis

The increase in the contract amount from \$30,000 to \$80,000, annually, in an amount not to exceed \$350,000 for the entire term of the agreement will provide for additional funding for PAC.

Previous Related Council Action

On October 13, 2015, Council authorized the agreement with Cal-Pacific and expenditure of funds in an amount not to exceed \$60,000 for the initial two-year term through October 13, 2017.

Budget and Financial Impacts

Funding is available in the Water Services FY2016-17 operating and capital budgets. Annual budget appropriation thereafter is contingent upon Council approval. The City of Peoria pays 23% of the cost to

operate the treatment plant for treatment of their water supply.

Cost	Fund-Department-Account
\$80,000	2400-17250-523400, Pyramid Peak Water Treatment Plant

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
 CHEMICALS FOR WATER/WASTEWATER TREATMENT
 (Contract No. C-10327)

This Amendment No. 1 (“Amendment”) to the Chemicals for Water/Wastewater Treatment Agreement (“Agreement”) is made this _____ day of _____, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Cal-Pacific Carbon, LLC, a California limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Cal-Pacific Carbon (“Contractor”) previously entered into Chemicals for Water/Wastewater Treatment, Contract No. C-10327, dated October 13, 2015 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning October 13, 2015 through October 12, 2017 and provided the option to extend for an additional three (3) years in one-year increments; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is unchanged and shall expire on October 12, 2017.
3. **Scope of Work.** The Scope of Work is unchanged.
4. **Compensation.** The compensation of the Agreement is amended to not exceed \$80,000 annually and \$350,000 for the total contract term.
5. **Insurance Certificate.** Current certificate will expire on December 31, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic

characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Cal-Pacific Carbon, LLC,
a California limited liability company


By: Kenneth H. Quigley
Its: General manager/owner



Legislation Description

File #: 16-667, **Version:** 1

AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY TRANSFER TO CAPITAL PROJECTS BUILDING MAINTENANCE RESERVE FOR VARIOUS CRITICAL OR SAFETY-RELATED REPAIR AND REPLACEMENT PROJECTS AT CITY FACILITIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request seeking City Council approval for a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$758,454. This request is to fund various critical or safety-related capital repair and replacement projects at city facilities.

Background

The Public Works Department's Facilities Management Division is responsible for completing preventative maintenance, emergency repairs, and capital improvements to over 150 city buildings and over 70 park facilities. Funding is available in the capital improvement program budget to complete capital upgrades and replacements at all city facilities with the majority of the funding allocated historically to the Capital Projects, Building Maintenance Reserve. For several years through the economic downturn, this capital budget was limited at a total amount of \$100,000, which typically was only enough to fund immediate system failures or emergency repairs.

In fiscal year (FY) 2014-15, the Building Maintenance Reserve funding was increased to \$500,000, and required the critical need and safety-related projects to be defined and prioritized. A total of \$1,903,552 in immediate or high priority capital projects were identified for critical improvements and replacements, and funded through a budget appropriation contingency transfer of \$1,403,552 to the capital projects building maintenance reserve.

In FY 2015-16, the Building Maintenance Reserve funding was \$500,000, and a total of \$1,657,933 in capital projects were identified for critical improvements and replacements. These projects were funded through a budget appropriation contingency transfer \$1,157,933 to the capital projects building maintenance reserve. Other projects which were defined as a lower priority in FY 2015-16 have continued to degrade and are now deemed a high priority.

In FY 2016-17, the Building Maintenance Reserve funding was \$1,300,000 and a total of \$2,058,454 in capital projects have been identified for critical improvements and replacements.

Typical projects that are necessary to be completed during this fiscal year represent essential equipment replacement and rehabilitation of facility systems and associated infrastructure. Projects to be funded with

this request include heating, ventilation and air conditioning systems for Fire Stations 152 and 153 and on the fourth floor of city hall, and roof repairs at city-owned facilities throughout Glendale.

Analysis

As with any type of facility, capital reinvestment is necessary to ensure the structure is operationally sound and that the city asset maintains its value. Additionally, staff will ensure that all capital upgrades and replacement projects follow city purchasing guidelines.

Funds in the Building Maintenance Reserve account are dedicated for the replacement and rehabilitation of necessary capital equipment and building infrastructure to keep city facilities safe, secure and operational for city business. Without funding and attention to these important projects, service interruptions will occur, there may be staff displacement and additional costs to continue city operations.

This budgetary transfer is consistent with the Cash and Budget Appropriation Transfer Policy approved December 10, 2013, which states contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.

Previous Related Council Action

On January 12, 2016, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$1,157,933 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On November 24, 2014, Council approved a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$1,403,552 to fund various critical or safety-related capital repair and replacement projects at city facilities.

On December 10, 2013, Council adopted Resolution No. 4759 New Series, supporting the Cash and Budget Appropriation Transfer Policy.

Community Benefit/Public Involvement

Proper maintenance and capital repair/replacement projects to city facilities are necessary for the safety and comfort of all individuals who work at or visit the various facilities. In addition, it is necessary to invest capital dollars in city-owned facilities to maintain their value as assets to the city of Glendale.

Budget and Financial Impacts

Staff is seeking Council approval for a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$758,454. This request is consistent with the Cash and Budget Appropriation Transfer Policy, which states contingency budget appropriation transfers can be authorized by Council

throughout the fiscal year.

Cost	Fund-Department-Account
\$758,454	1000-81013-551000, General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? General Fund, Contingency (1000-11901-510200)

FY16-17 Building Maintenance Capital Repair and Replacement Projects

Item #	Project Description	Notes	Cost Estimate	Priority	Cost Estimate
HVAC					
1	GMOC 4th Floor	Replace air conditioning units	\$ 483,897.00	Immediate	\$ 483,897.00
2	Fire Station 152	Replace air conditioning units	\$ 52,000.00	Immediate	\$ 52,000.00
3	Fire Station 153	Replace air conditioning units	\$ 31,000.00	Immediate	\$ 31,000.00
4	Main Public Safety	Design for replacement air conditioning units	\$ 150,000.00	Immediate	\$ 150,000.00
Roofing					
5	Main Public Safety	Seal deck over police evidence	\$ 16,557.00	Immediate	\$ 16,557.00
6	Various	Ladder installations for roof access	\$ 25,000.00	Immediate	\$ 25,000.00
Total					\$ 758,454.00



Legislation Description

File #: 16-668, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR ADDITIONAL DESIGN SERVICES FOR THE NORTH APRON REHABILITATION PHASE II PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into Amendment No. 2 to the Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., doing business as Dibble Engineering, Contract No. 10792, for an increase in compensation of an additional \$39,539.00 to a not to exceed amount of \$403,850.00, for design services in support of the North Apron Rehabilitation Phase II Project.

Background

The Glendale Municipal Airport North Apron comprises parking and service areas for small aircraft. Recent pavement management reports (August 2014) indicate the area is in need of rehabilitation.

In December of 2015, the Engineering Department advertised a Request for Proposals for the design and construction administration of this project. Five proposals were received and the evaluation committee selected Dibble Engineering as the best qualified firm based on their experience, project approach, and ability to provide the required services. Council approved a Professional Services Agreement (PSA) with Dibble Engineering, Contract No. C-10792, for design services on April 12, 2016, and approved Amendment No. 1 to the PSA for Phase 1 construction administration services on October 25, 2016. Council also approved a Construction Agreement with Combs Construction Company, Contract No. 11268 for the Phase 1 paving project on October 25, 2016. A Notice to Proceed is anticipated for January 3, 2017.

Council approved an Airport Improvement Program (AIP) Grant Agreement with the Federal Aviation Administration (FAA) in the amount of \$865,000 on August 9, 2016 for the North Apron Rehabilitation project Phase 1. The grant was approved by the FAA on August 18, 2016. Recently, the Airport was notified of an additional \$4.5 million in FAA reimbursable grant funding and submitted a grant application for the funds on December 1, 2016 for Phase II. Phase II consists of an area of about 101,000 square yards which is around several hangars and Glendale Aero Services. The FAA requires that city bid the construction portion prior to award of grant.

Analysis

The Federal Aviation Administration (FAA) has emphasized the priority for federal grant money to be allocated for airport pavement projects to protect the long-term investments that have been made to the nationwide

airport system. To receive grants, airports must complete design and request reimbursement when the construction is bid. The design has been completed and additional services are needed to develop the bid package for Phase II. The expected funding from the FAA for phase II should complete the remainder of the North Apron Rehabilitation project.

The North Apron Rehabilitation is a project in the 2017 - 2026 Capital Improvement Plan (CIP) for Fiscal Year (FY) 2017 and includes the FAA AIP grant funding for the construction of this project.

Previous Related Council Action

On October 25, 2016, Council authorized entering into Amendment No. 1 with Dibble & Associates Consulting Engineers, Inc., doing business as Dibble Engineering for Construction Administration services for the North Apron Rehabilitation project Phase 1, in the amount of \$72,106.00.

On April 12, 2016, Council authorized entering into a Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., doing business as Dibble Engineering for design Services, Contract No. C-10792, for the North Apron Rehabilitation Project, in the amount of \$292,205.00.

Community Benefit/Public Involvement

The Airport plays an important role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The North Apron Rehabilitation project will provide a suitable pavement structure and surface for aircraft to traverse and park safely.

The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during their monthly meetings. The Aviation Advisory Commission reviewed this item at the December 21, 2016 meeting and recommended City Council approval. The Airport Master Plan and other information can be found on the airport website.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Airport Capital Improvement Plan budget. The increase in expenditures with Dibble Engineering is not to exceed \$39,539.00. This cost will be part of the expected FAA grant. The FAA share is 91.06%, ADOT share is 4.47% and the City of Glendale share is 4.47%. The breakdown is shown below. An application for the federal funds has been made and submitted to the FAA. The city will be reimbursed for these costs upon the execution of the FAA grant after the approval of the bids.

Cost	Fund-Department-Account
\$36,004	2120-79524-550800, North Apron Reconstruction Rehabilitation (FAA Grant)
\$1,768	2210-65078-550800, Airport Matching Funds
\$1,767	2120-79524-550800, North Apron Reconstruction Rehabilitation (ADOT)

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 2
Professional Services Agreement
(City of Glendale, Contract No. C-10792)

This Amendment No. 2 ("Amendment") to the Professional Services Agreement ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering, an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Dibble Engineering ("Contractor") previously entered into Professional Services Agreement, Contract No. C-10792, dated April 12, 2016 ("Agreement"); and
- B. The original scope of work to be performed under this agreement included the design and production of bid set documents for the construction of airport apron rehabilitation project (Phase I) for an estimated cost not to exceed two hundred ninety-two thousand two hundred five dollars (\$292,205.00); and Amendment No. 1 was agreed upon and executed by City and Contractor in the amount not to exceed seventy-two thousand one hundred and six dollars (\$72,106.00) for construction administration and inspection services for Phase I; and
- C. The City and Contractor, however, have agreed to include additional design professional services to complete the design of Phase II of the airport apron rehabilitation. Therefore, both parties wish to increase the amount of compensation, and are increasing the "amount not to exceed" of the Agreement with this Amendment; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged from Amendment No. 1 and shall expire on April 12, 2018.
- 3. **Scope of Work.** All additional work will be performed for the Glendale Municipal Airport in Glendale, Arizona. The design professional services for Phase II of the

airport apron rehabilitation project will include: project management/administration, Draft and Final submittals of City and FAA contract provisions, FAA Construction Safety & Phasing Plan, FAA Construction Management Plan, as well as Quality Control and Assurance of all submittal documents. Bid Phase Services are also included, consisting of coordination and attendance to the pre-bid meeting, coordination and issuance of bid addenda, coordination and responses to bidder questions, attendance and assistance to the City for the bid opening meeting and bid tabulations and recommendations, all per the attached Bid Package #2.

4. **Compensation.** Increase compensation an additional \$39,539.00 as described above and shown in the attached exhibit, Bid Package #2. Contractor's total compensation for the original Agreement and both Amendment No. 1 and Amendment No. 2 will not exceed \$403,850.00.
5. **Insurance Certificate.** Current certificate will expire on April 12, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Dibble & Associates Consulting
Engineers, Inc. dba Dibble Engineering
an Arizona corporation

Ryan Toner for
By: Steven E. Rex Ryan Toner
Its: Chief Operations Office Vice President

EXHIBIT A
Professional Services Agreement – Amendment 2



PROJECT DESCRIPTION
Design Phase Services
North Apron Rehabilitation
Bid Package #2
Glendale Municipal Airport



Dibble Engineering (Dibble) has been requested by the City of Glendale (City) to provide Design Phase services for the rehabilitation of approximately 101,000 square yards (SY) of asphalt concrete (AC) pavement that comprises the North Apron at Glendale Municipal Airport. Approximately 12,000 SY of AC pavement is currently being reconstructed (via Bid Package #1); the 101,000 square yards makes up the remainder of the total project area. The existing AC pavement is experiencing varying degrees of distress and is need of rehabilitation and, in some areas, complete reconstruction. The goal of this project is to provide a suitable pavement structure and surface for aircraft to traverse and park safely.

It is understood that the FAA is programming approximately \$4.5M (design, construction, and administration) for the completion of the remaining area (101,000 SY) of this project. Because of the multi-year funding approach for this project, a significant portion of the full/detailed design is already contracted and underway. This design scope covers the elements that need to be completed now that the FAA has programmed the funds and provided direction for bidding the remainder of this project.

EXHIBIT B
Professional Services Agreement – Amendment 2



**SCOPE OF WORK
Design Phase Services
North Apron Rehabilitation
Bid Package #2
Glendale Municipal Airport**



Dibble Engineering (Dibble) has been requested by the City of Glendale (City) to provide Design Phase services for the rehabilitation of approximately 101,000 square yards (SY) of asphalt concrete (AC) pavement that comprises the North Apron at Glendale Municipal Airport. Approximately 12,000 SY of AC pavement is currently being reconstructed (via Bid Package #1); the 101,000 square yards makes up the remainder of the total project area (for a total of 113,000 SY). The existing AC pavement is experiencing varying degrees of distress and is need of rehabilitation and, in some areas, complete reconstruction. The goal of this project is to provide a suitable pavement structure and surface for aircraft to traverse and park safely.

It is understood that the FAA is programming approximately \$4.5M (design, construction, and administration) for the completion of the remaining area (101,000 SY) of this project. Because of the multi-year funding approach for this project, a significant portion of the full/detailed design is already contracted and underway. This Scope of Work covers the elements that need to be completed now that the FAA has programmed the funds and provided direction for bidding the remainder of this project.

The following specific tasks/elements are included in this Scope of Work:

1) General:

- a) Project Management and Administration: Dibble will provide all project management and coordination of the design team and will provide coordination between design team members, the City, Airport, and other interested stakeholders as necessary. Administration tasks such as file coordination and project printing and deliverable compilation at each submittal level will also be included under this task.

Dibble will make monthly "Design and Progress Reports", including invoicing, to the City of Glendale in a format acceptable to the City.

2) FAA/ADOT Concurrence Submittal:

The FAA and ADOT Aeronautics have already reviewed the 30% for the North Apron Rehabilitation Bid Package #1 submittal, which included up to 30% schematic/basic design the entirety of the North Apron project area (113,000 SY); however these organizations will require review and approval for grant scope and estimated construction costs prior to bidding Bid Package #2. The development of plans, technical specifications, engineer's report(s), and Engineer's Opinions of Probable Construction Costs (EOPCC's) for the total apron area are already included in the Scope of Work for Bid Package #1; however this Scope of Work addresses the following additional items:

- a) Draft Contract Documents and FAA Provisions: Draft City contract documents and FAA General and Contract Provisions will be developed and coordinated with the City.
- b) Draft Construction Safety and Phasing Plan (CSPP): A CSPP will be developed for Bid Package #2 to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2F.
- c) Draft Construction Management Plan (CMP): Because the estimated paving value for Bid Package #2 exceeds \$500,000, the FAA requires a CMP to be developed in accordance with AC 150/5370-12B *Quality Management for Federally Funded Airport Construction Projects*. A CMP will be developed for Bid Package #2 to be included in the contract documents detailing the measures and procedures to be used to comply with the quality assurance provisions of the construction contract. Once the construction contract is awarded, the successful contractor will be required to provide additional information for the full completion of the CMP.
- d) FAA, ADOT and City/Airport Concurrence/Review Meeting: This meeting will be held shortly after the initial packaging/submittal of Bid Package #2 (at about the 95% level) with FAA, ADOT MPD Aeronautics staff and representatives from the City and Airport to review the grant scope and criteria, and to confirm other critical project components.
- e) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standardized checking processes by Dibble's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

3) Final Bid-Ready Submittal:

After review comments have been received from the FAA, ADOT Aeronautics and the City via the Concurrence Submittal (noted above), corrections and clarifications will be incorporated into the Final Bid-Ready Submittal. Again, the development of plans, technical specifications, engineer's report(s), and Engineer's Opinions of Probable Construction Costs (EOPCC's) for the total apron area are already included in the Scope of Work for Bid Package #1

- a) Final Contract Documents and FAA Provisions: Final City contract documents and FAA General and Contract Provisions will be developed and coordinated with the City.
- b) Final Construction Safety and Phasing Plan (CSPP): The final CSPP will be developed for Bid Package #2 to be included in the contract documents as guidance to the contractor on important safety standards and regulations that are typically required on airport construction projects. The CSPP will be prepared in accordance with the most recent edition of FAA Advisory Circular (AC) 150/5370-2F. The final CSPP will also be coordinated and uploaded to FAA's Obstruction Evaluation & Airport Airspace Analysis (OE/AAA) website.
- c) Final Construction Management Plan (CMP): The final CMP will be developed for Bid Package #2 to be included in the contract documents detailing the measures and procedures to be used to comply

with the quality assurance provisions of the construction contract. Once the construction contract is awarded, the successful contractor will be required to provide additional information for the full completion of the CMP.

- d) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior practice staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standardized checking processes by Dibble's Quality Director. Each subconsultant will be responsible for their own Quality Assurance/Quality Control program; however, the Quality Director will review all combined project documents for consistency amongst the design elements before each submittal.

4) Bid Phase Services:

- a) Project Management and Administration: Dibble will provide all project management and coordination of the design team, and will provide coordination between design team members, the City, and other interested stakeholders as needed.

Administration tasks such as file coordination and project printing during the bid phase will be included under this task.

- b) Pre-Bid Meeting: Dibble will attend the pre-bid meeting and assist the City of Glendale in conducting as needed. Dibble, upon the request of the City, will provide a brief overview of the project and contract components, identifying important elements within the documents that the Contractors should be particularly familiar with prior to submitting a bid. Dibble shall also assist the City in developing and submitting the pre-bid meeting minutes.
- c) Bid Addendums: Pending contractors' reviews, comments, and questions, Dibble will assist the City of Glendale in developing and issuing any necessary addendums, including revisions to contract documents (i.e. plans and technical specifications). It should be noted that the hours provided in the *Estimated Manhour* matrix contained herein is estimated for a maximum of two (2) addenda.
- d) Contractor Questions: Dibble will coordinate, address, and appropriately respond to all contractor communications and questions during the bidding process. Responses will be submitted through addenda as needed.
- e) Bid Opening Meeting: Dibble will attend the bid opening meeting at the City of Glendale.
- f) Bid Tabulation and Recommendation: Dibble will evaluate each bid submitted for mathematical/calculative errors and for comparative purposes against the Engineer's Opinion of Probable Construction Cost and other bids submitted. Dibble will provide a bid summary letter stating all inconsistencies and results and a recommendation for the lowest responsible, responsive bidder.

5) Project Deliverables

- a) FAA/ADOT Concurrence Submittal (at approximately 95% design level): 6 hard copy sets each of – Draft final plans, Draft final specifications, Draft final quantities and Engineer's Opinion of Probable Construction Costs, Draft final Engineer's Report, Draft CSPP, and Draft CMP.

- b) Final Bid-Ready Submittal: 100% sealed bid-ready plans (12 hard copies for contractor pickup from City), 100% sealed bid-ready contract documents and technical specifications (12 hard copies for contractor pickup from City); and one (1) hard copy each of – 100% quantities and Engineer’s Opinion of Probable Construction Costs, sealed Final Engineer’s Report, Final CSPP, and Final CMP.

6) Miscellaneous

This proposal is based on an estimated three-month design schedule beginning 01/03/17 which includes City/Airport, FAA and ADOT MPD Aeronautics review time (see attached Design Schedule Exhibit).

All plans are to be prepared in AutoCAD Civil 3D 2013.

7) Exclusions To This Scope of Work

- a) Landscape, Irrigation, and Environmental Design Services.
- b) New Electrical Infrastructure Design Services.
- c) Structural Engineering.
- d) Limited or Full Time Construction Administration services (to be contracted at a later date)
- e) Environmental Evaluation or assessments other than the SWPPP. It is understood that a Categorical Exclusion (CatEx) request has already been submitted to the FAA for approval.

END OF SCOPE OF WORK

EXHIBIT C
Professional Services Agreement – Amendment 2

Firm: Dibble Engineering
 Glendale Municipal Airport
 Project: **North Apron Rehab. BP#2**
 Design and Bid Phase Services
 Glendale, AZ
 Date: 11/7/2016



Contract Number: TBD
 Project Number: TBD
 Task Number: N/A
 Amendment Number: N/A
 FAA Number: 3-04-0064-026
 ADOT Number: N/A

Schedule Summary

A. Design & Bid - Bid Package #2

	Start	Finish	Duration (Days)
1 FAA/ADOT Concurrence Submittal.....	1/3/17	2/1/17	30
2 FAA/ADOT/City Review.....	2/2/17	2/15/17	14
3 Final Bid-Ready Submittal.....	2/16/17	3/8/17	21
4 Final City Coordination & FAA/ADOT Concurrence to Bid.....	3/9/17	3/27/17	19
5 Project Bidding.....	3/28/17	4/25/17	29
6 Bid Evaluation & Bid Results to FAA/ADOT.....	4/26/17	5/1/17	6

A. Design & Bid - Bid Package #2

1/3/17	5/1/17	119
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EXHIBIT D
Professional Services Agreement – Amendment 2

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be based on an hourly billing rate plus reimbursable expenses for Consultant and all Subconsultants. Documentation for reimbursable expenses must be included with each Payment Application.

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 \$403,850

DETAILED PROJECT COMPENSATION

Original Professional Services Fee	\$292,205
Amendment No. 1	\$72,106
Amendment No. 2	\$39,539
Total Not-to-Exceed Amount	\$403,850



Legislation Description

File #: 16-669, Version: 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, L.L.C., FOR THE 47TH AVENUE STORM DRAIN PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Agreement with Achen-Gardner Construction, L.L.C., in an amount not to exceed \$990,990 for the 47th Avenue Storm Drain project.

Background

The proposed new storm drain lateral in 47th Avenue is based on the recommendation made in the 47th Avenue and State Avenue Drainage Study report (dated June 23, 2015) prepared by Gavan & Barker, Inc. The purpose of the study was to identify the cause and extent of the flooding problem at the intersection of 47th and State Avenues. The study stated that the flood prone intersection of 47th and State Avenues is the concentration point of a 90 acre drainage area.

The construction of a new 42" storm drain addresses the flooding problem at the intersection of 47th and State Avenues. The new 42" storm drain will be installed in 47th Avenue starting at an existing 42" storm drain just north of Glendale Avenue and extending to just north of Orangewood Avenue. Additionally the project includes the construction of new drainage structures, including new catch basins upstream of Glendale Avenue to reduce the surface runoff that is discharged to Glendale Avenue.

Analysis

The Engineering Division published a Notice to Contractors requesting bids for the 47th Avenue Storm Drain project (project number 151624) on October 6, and 13, 2016. On November 16, 2016, eleven bids were received, with Achen-Gardner Construction, L.L.C., submitting the lowest responsive and responsible bid in the amount of \$990,990. Staff anticipates issuing a Notice to Proceed late January 2017, with construction beginning February 2017.

Previous Related Council Action

On November 10, 2015, City Council authorized entering into Amendment No. 2 to the Professional Services Agreement with Gavan & Barker, Inc., Contract C-9683, in the amount of \$92,840 to develop construction drawings and specifications for the 47th Avenue Storm Drain project.

Community Benefit/Public Involvement

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan budget. Expenditures with Achen-Gardner Construction, L.L.C., are not to exceed \$990,990.

Cost	Fund-Department-Account
\$990,990	2180-79004-550800, Local Drainage Problems

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Achen-Gardner Construction, L.L.C., an Arizona limited liability company ("Contractor") as of the ____ day of _____, 20__.

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 the Notice to Contractors and the attached Exhibit A ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

1.1 Scope. Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with 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 contractors, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

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

(B) Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) **Sub-contractors.**

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within one hundred twenty (120) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

- (A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- (B) Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default of this Agreement.

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

Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor 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 Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.
- 3.7 Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

- 4.1 Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$990,990.00, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").
- 4.2 Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
- a. Adjustments to the Scope or 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 and not contained in this Agreement may not be performed by the Contractor 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.

5. Billings and Payment.

5.1 Applications.

- (A) The Contractor 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 thirty (30) days.
- (B) Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors 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.

- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

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 fifteen (15) days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor 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 Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.

- (A) Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
- (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
 - (1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor 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.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

- 8. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors 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 Contractor or subcontractor'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 Contractor and subcontractor 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.
- 9. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
- 10. **Conflict.** Contractor 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.
- 11. **Notices.**
 - 11.1 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 private express overnight delivery 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, or 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 on or before 5:00 p.m.; 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.

11.2 **Representatives.**

- (A) Contractor. Contractor's representative ("Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Achen-Gardner Construction, L.L.C.
Attn: Dennis Troggio
550 South 79th Street
Chandler, Arizona 85226

- (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
Attn: Sharletha Johnson
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

City of Glendale
City Attorney
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 considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- (D) Changes. Contractor 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.

12. **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.

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

13.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Contractor 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) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 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.

13.3 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.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 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.

13.6 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 to applicable law.

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

14. 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.

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	Compensation

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Achen-Gardner Construction, L.L.C.,
An Arizona limited liability company

By: Dennis Troggio
Its: President

WOMEN-OWNED/MINORITY BUSINESS YES NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

This project is the construction of a half mile long, 42-inch storm drain in 47th Avenue that will connect to an existing 42-inch storm drain about 80 feet north of Glendale Avenue and extend to the north, just past Orangewood Avenue. The work includes installation of storm drain pipe, manholes, catch basins, catch basin connector pipes and permanent pavement replacement. The work also includes removal of existing pipe, catch basins, curb and gutter and sidewalk.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$990,990.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule.

BID TABULATION

PROJECT# 151624 - 47TH AVENUE STORM DRAIN

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: NOVEMBER 16, 2016 AT 9AM

	CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE ADDENDA 1-4	TOTAL BID
1	ACHEN-GARDNER CONSTRUCTION	BB	1-4	\$ 990,990.00
2	TALIS CONSTRUCTION	BB	1-4	\$ 991,123.52
3	BLUCOR CONTRACTING	BB	1-4	\$ 1,007,363.00
4	T&T CONSTRUCTION	BB	1-4	\$ 1,027,420.00
5	MARKHAM CONTRACTING	BB	1-4	\$ 1,073,851.00
6	STANDARD CONSTRUCTION	BB	1-4	\$ 1,083,574.50
7	B&F CONTRACTING	BB	1-4	\$ 1,093,253.44
8	SUNLAND ASPHALT	BB	1-4	\$ 1,110,046.00
9	KINKAID CIVIL CONSTRUCTION	BB	1-4	\$ 1,158,627.50
10	RK SANDERS	BB	1-4	\$ 1,197,571.00

BID TABULATION

PROJECT# 151624 - 47TH AVENUE STORM DRAIN

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: NOVEMBER 16, 2016 AT 9AM

CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE ADDENDA 1-4	TOTAL BID
11 REDPOINT CONTRACTING	BB	1-4	\$ 1,684,084.00



Legislation Description

File #: 16-670, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH SALT RIVER PROJECT (SRP) TO INITIATE DESIGN AND CONSTRUCTION ON THE SALT RIVER PROJECT AESTHETICS PROJECT LOCATED AT 47TH AVENUE FROM NORTH OF GLENDALE AVENUE TO NORTHVIEW AVENUE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into an agreement with Salt River Project (SRP) to initiate design and construction on the 12kv underground power conversion on 47th Avenue from north of Glendale Avenue to Northview Avenue.

Background

In 1989, the SRP Municipal Aesthetics Program was designed to encourage effective partnerships with local Municipalities by offering them the opportunity to have aesthetics improvements made to existing and new SRP water and power distribution, transmission and substation facilities. SRP's partners in the Municipal Aesthetics Program include cities, towns, counties, and Indian communities that are served by SRP water and/or power.

Municipal partnerships are intended to promote construction of SRP facilities in a publicly informed manner with emphasis on aesthetic appearance. The program is further intended to enhance the planning, design and construction scheduling processes between SRP and the municipalities, which allows aesthetic features to be incorporated into the design of a facility.

Analysis

The undergrounding of 12kV power lines along 47th Avenue will be accomplished by SRP forces. The construction cost will be paid with SRP Aesthetic funds and there are no costs incurred by the city as a result of this action.

Community Benefit/Public Involvement

Salt River Project's aesthetics program was designed to partner with municipalities in efforts to foster alignment with the needs and preferences of those that SRP and the Municipality collectively serve, while enhancing the appearance of the community.

Budget and Financial Impacts

The SRP Municipal Aesthetics Program is administered within SRP by a Municipal Aesthetics Program

Administrator. Funding occurs in the form of SRP internally budgeted capital expenditures (labor, material, and equipment) for design and construction of aesthetics improvements to SRP water and power facilities as nominated by local Municipalities or SRP. The funding does not result in cash contributions.

There are no fiscal impacts to the city as a result of this action.



September 27, 2016
 File No.: PSG-103.11.09
 Ref No.: MAPE-1588

**MUNICIPAL AESTHETICS PROGRAM
 FUNDING AGREEMENT**

CONCEPTUAL ESTIMATE **REVISED COSTS** **DEFINITIVE COSTS**

PROJECT NAME: 47TH AVE AND GLENDALE CONVERSION

MUNICIPALITY PROJECT #:

ESTIMATE DATE: 09/27/16

VALID THROUGH: 01/25/17

	OPTION #1	OPTION #2	OPTION #3
	SRP TRENCH/CONDUIT	MUNICIPALITY TRENCH/CONDUIT	SRP TRENCH/CONDUIT
Current Aesthetics Funding Balance	\$ 601,370	\$ 601,370	\$ 601,370
Total Cost Estimate	\$ 610,700	\$ 407,700	\$ 610,700
Aesthetics Funding Shortage	\$ (9,330)	\$ -	\$ (9,330)
SRP REF #	JOB SCOPE		
T2164064	Trench/Conduit	\$ 197,700	\$ - \$ 197,700
	Underground Electrical	\$ 325,000	\$ 325,000 \$ 325,000
	Underground Subtotal	\$ 522,700	\$ 325,000 \$ 522,700
T2164066	Overhead Removal	\$ 75,400	\$ 75,400 \$ 75,400
TBD	Streetlights Trench Conduit	\$ 3,270	\$ - \$ 3,270
	Streetlights Electrical	\$ -	\$ 7,300 \$ -
	Streetlights Subtotal	\$ 3,270	\$ 7,300 \$ 3,270
	TOTAL COST ESTIMATE	\$ 601,370	\$ 407,700 \$ 601,370
	FUNDING SHORTAGE	\$ (9,330)	\$ - \$ (9,330)
		<i>City pays funding shortage</i>	<i>City provides trench/ conduit; Aesthetics covers electrical and removal costs</i>
			<i>City responsible for funding shortage until disbursement of FY2017 Allocation</i>

CONDITIONS:

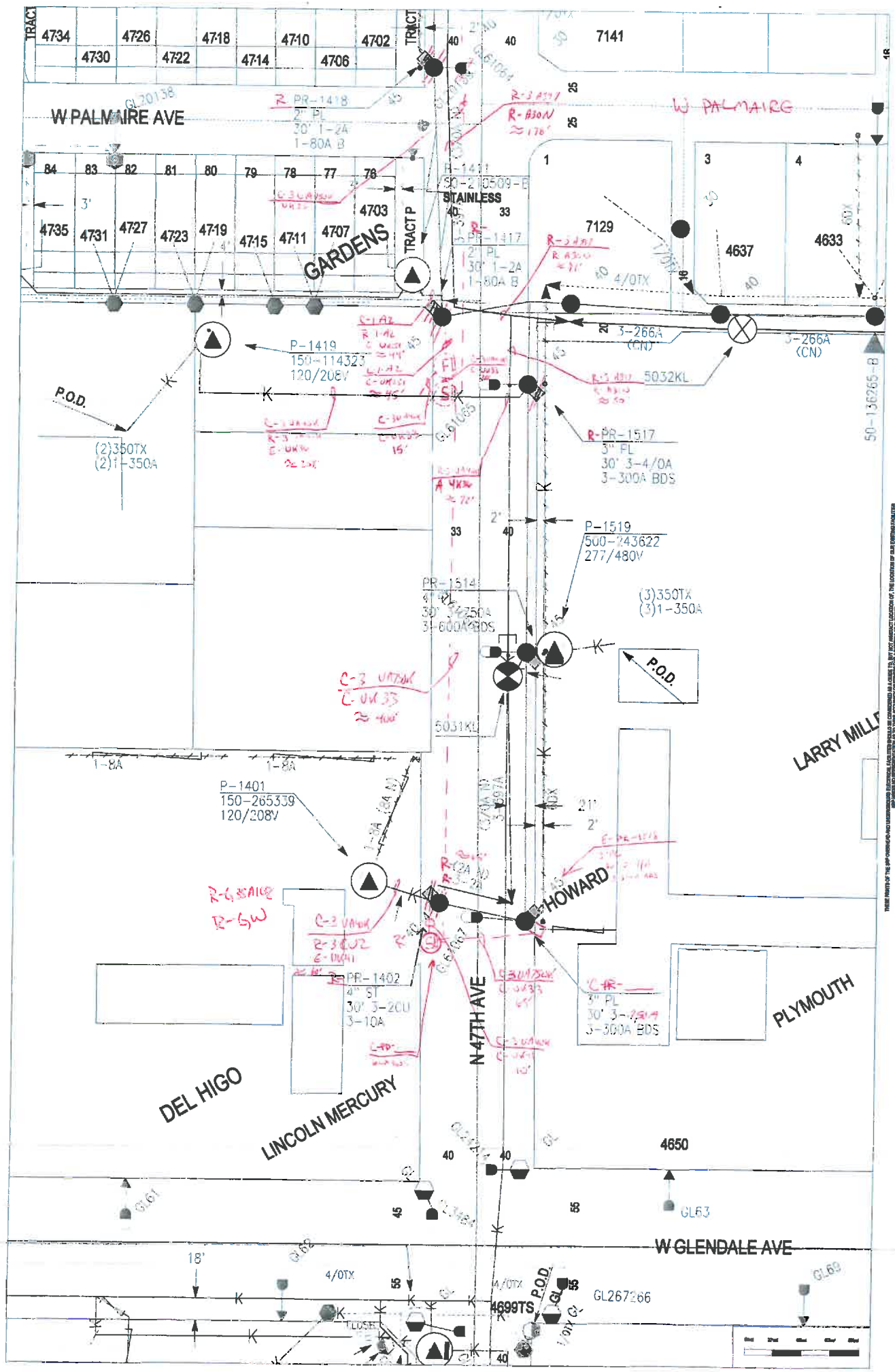
- This estimate is valid for 120 days from the date of this agreement after which a revised cost may be determined.
- A Definitive Cost will be sent to Municipality upon design completion.
- SRP reserves the right to adjust the estimate to reflect current costs.
- The Municipality's SRP Municipal Aesthetics allocation exposure for this project will not exceed actual costs incurred by SRP.
- Any future relocation of the facilities associated with this project will be at the cost of those other than SRP, including use of SRP Municipal Aesthetics funds.
- Construction will be done during normal SRP work hours unless otherwise agreed to.
- Lane closures that do not impede the normal workflow of traffic will be allowed unless otherwise agreed to.

Power Projects:

- As a condition of the use of SRP Aesthetics funds the Municipality is required to provide SRP with a land right that is acceptable to SRP for all relocated and new facilities installed on Aesthetics projects.
- If the Municipality requires any additional conduits be placed in the trench an agreement must be in place with SRP prior to the start of construction.
- If applicable, Telco and CATV will be offered a joint trench opportunity per existing agreements. Joint trench costs for other utilities are not fundable through the SRP Municipal Aesthetics Program.
- Municipality streetlight requirements, if applicable, will be provided early in the design process. Streetlight pole installation and connection costs are the responsibility of the Municipality.

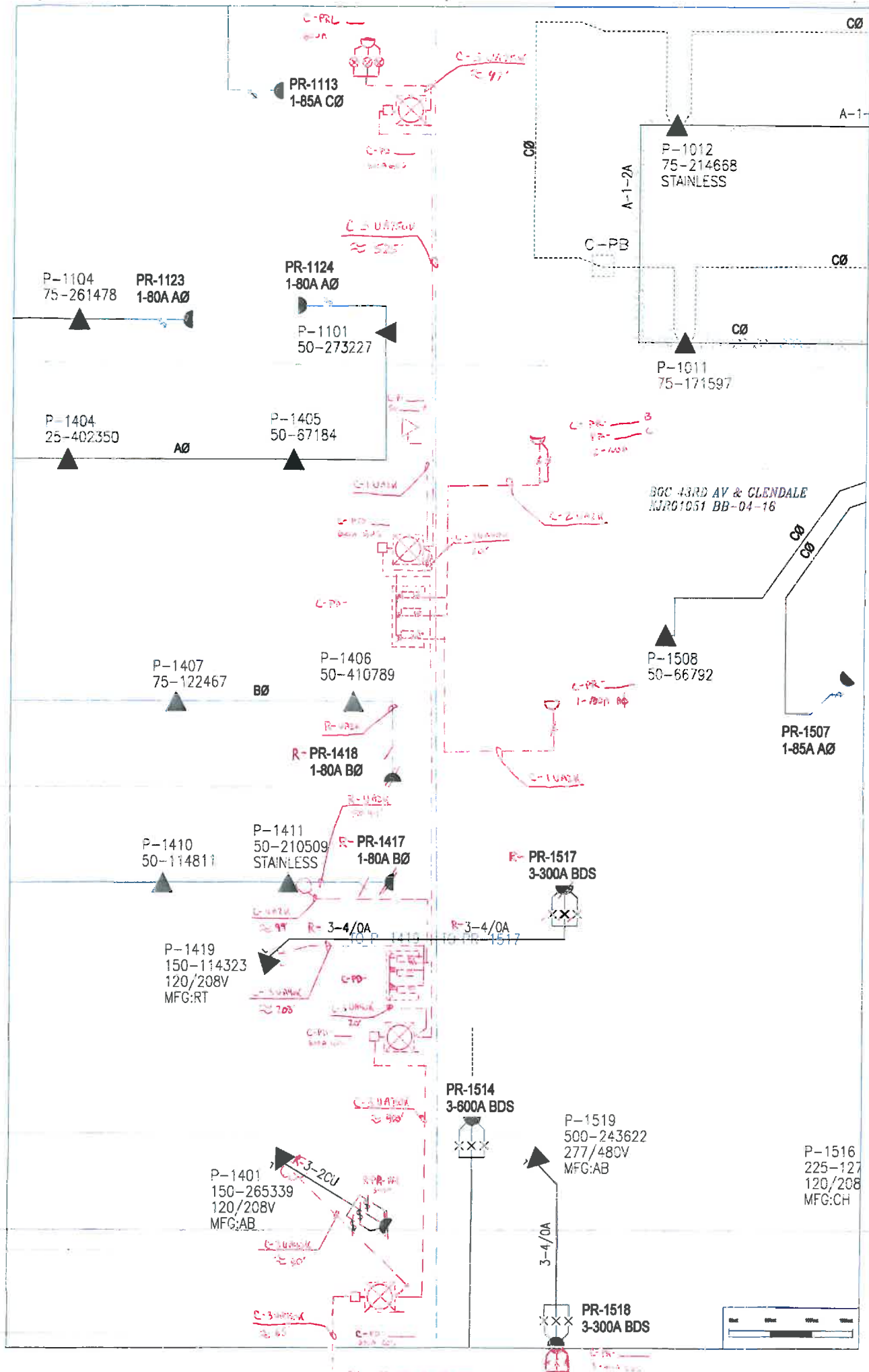
OPTIONS:	#1 _____	#2 _____	#3 <input checked="" type="checkbox"/> _____	<i>Please choose one option</i>
Municipality:	CITY OF GLENDALE			
Print Name:	_____	Title:	_____	
Approved:	Signature _____	Date:	_____	
Declined:	Signature _____	Date:	_____	

Please sign and email this Funding Agreement to: Janice.Cacioppo@srpnet.com



THESE PLANS OF THE SAN JOAQUIN VALLEY WATER SUPPLY DISTRICT ARE FOR INFORMATION ONLY AND DO NOT CONSTITUTE AN OFFER OF ANY SERVICE OR PRODUCT. THE DISTRICT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION OR THE COMPLETION OF THE PROJECTS SHOWN HEREON.





PR-1113
1-85A CØ

P-1012
75-214668
STAINLESS

P-1104
75-261478

PR-1123
1-80A AØ

PR-1124
1-80A AØ

P-1101
50-273227

P-1011
75-171597

P-1404
25-402350

P-1405
50-67184

BGC 43RD AV & CLENDALE
NCR01051 BB-04-16

P-1407
75-122467

P-1406
50-410789

P-1508
50-66792

PR-1507
1-85A AØ

R-PR-1418
1-80A BØ

P-1410
50-114811

P-1411
50-210509
STAINLESS

R-PR-1417
1-80A BØ

R-PR-1517
3-300A BDS

P-1419
150-114323
120/208V
MFG:RT

R-3-4/OA

R-3-4/OA

PR-1514
3-600A BDS

P-1519
500-243622
277/480V
MFG:AB

P-1516
225-127
120/208
MFG:CH

P-1401
150-265339
120/208V
MFG:AB

PR-1518
3-300A BDS



THESE PIPES ARE THE PROPERTY OF THE COMPANY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE COMPANY.



Legislation Description

File #: 16-630, Version: 1

RESOLUTION NO. R17-01

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX ADMINISTERED BY ITS FIRE DEPARTMENT FOR INCIDENT SAFETY OFFICER SYSTEM (ISOS) TRAINING FOR GLENDALE FIREFIGHTERS.

Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the City of Phoenix to participate in a regional Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) for training purposes.

Background

The City of Phoenix Fire Department has applied for a regional grant through the FEMA AFG Program, in the amount of \$591,726, to provide eighty hours of Incident Safety Officer System (ISOS) training to 50 personnel. If awarded this grant, the City of Phoenix will provide this training to the agencies of Buckeye, Glendale, Scottsdale and Tempe. As a pre-award condition of this grant, FEMA requires that each participating agency provide a MOU acknowledging their participation in this grant. Phoenix will solely fund the fifteen percent local match requirement and the cost of \$95 per regional attendee. Glendale will make appropriate scheduling arrangements to allow eligible fire department personnel to attend.

Previous Related Council Action

On May 13, 2016, Council approved entering into a MOU with the City of Phoenix for ISOS training.

Community Benefit/Public Involvement

This grant will provide 80 hours of additional safety officer training to eligible members of the fire department. The training focuses on fire ground tactics, strategies and safety which can help prevent firefighter and civilian injuries and/or deaths on the fire ground.

RESOLUTION NO. R17-01

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX ADMINISTERED BY ITS FIRE DEPARTMENT FOR INCIDENT SAFETY OFFICER SYSTEM (ISOS) TRAINING FOR GLENDALE FIREFIGHTERS.

WHEREAS, the City of Phoenix Fire Department (“Phoenix”) has applied for a Federal Emergency Management Agency Assistance to Firefighters Grant, which if awarded will provide 80 hours of ISOS training for 50 attendees from the Glendale Fire Department; and

WHEREAS, the grant will allow Phoenix to provide the ISOS training to Glendale attendees without payment of tuition costs and without contribution of the 15% local match required by the grant; and

WHEREAS, ISOS training will provide important and necessary emergency training for Glendale Fire Department employees.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Memorandum of Understanding (“MOU”) with the City of Phoenix administered by the Phoenix Fire Department for Incident Safety Officer System Training be entered into, which MOU is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said MOU on behalf of the City of Glendale.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of January, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

MEMORANDUM OF UNDERSTANDING
Incident Safety Officer System (ISOS) Training

This Memorandum of Understanding (MOU) is entered between the **Glendale Fire Department** and the City of Phoenix Fire Department, hereafter referred to as the Sponsoring Agency. The Sponsoring Agency has applied for five hundred ninety-one thousand, seven hundred twenty-six dollars (\$591,726) for ISOS Training from the Federal Emergency Management Agency Assistance to Firefighters Grant (AFG) Program. If awarded this grant funding, the Sponsoring Agency will provide an eighty (80) hour ISOS training course at no cost to the Glendale Fire Department for fifty (50) attendees for all regional partners collectively (Buckeye, Glendale, Scottsdale and Tempe).

Glendale Fire Department agrees to the following:

- To notify the Sponsoring Agency of the names and ranks of individuals who wish to attend the training.
- To notify the Sponsoring Agency immediately if an individual registered for training will not be able to attend as scheduled.
- To attend the training at no cost, with the exception of fringe, backfill and/or overtime which will be the responsibility of the Glendale Fire Department.

The Sponsoring Agency/City of Phoenix Fire Department agrees to the following:

- To notify the Glendale Fire Department of upcoming ISOS training that will be offered (date, time, location of training and number of seats available).
- To solely fund the fifteen percent (15%) local match per the 2016 AFG guidelines.
- To cover the cost of ninety-five dollars (\$95.00) per regional attendee for the eighty (80) hour course. This cost does not include fringe, backfill and/or overtime for the regional attendee which will be the responsibility of the Glendale Fire Department.
- To provide, at its discretion, additional seating to additional regional partners if funding allows. This is known as an overmatch of the AFG award.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Glendale Fire Department and Sponsoring Agency have executed this Agreement by each having its authorized representative(s) affix his/her signature in the space below:

City of Phoenix, a municipal corporation
ED ZUERCHER, City Manager

By: _____
Kara Kalkbrenner, Fire Chief

ATTEST:

Phoenix City Clerk

APPROVED AS TO FORM:

Phoenix City Attorney

Glendale Fire Department

By: _____

Its: Fire Chief, Terry Garrison

Executed this _____ day of _____ 2017.

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



Legislation Description

File #: 16-658, Version: 1

ORDINANCE NO. O17-01

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 16480 NORTH 59TH AVENUE FROM C-O (COMMERCIAL OFFICE) TO G-O (GENERAL OFFICE); AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED.

Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title, and adopt an ordinance for ZON16-06 subject to the stipulations as recommended by the Planning Commission. The applicant is requesting to rezone approximately 2.59 acres of land from C-O (Commercial Office) to G-O (General Office). The site is located on the northwest corner of Kings and 59th Avenues.

Background

The site is vacant. The area around the site is built out with commercial, office and residential development. To the north is vacant land, zoned C-O; to the east is the Talavi Town Center, zoned PAD (Planned Area Development), across 59th Avenue; to the south is a Social Security Office, zoned C-O; and to the west is the Spyglass II Subdivision, zoned R1-6 (Single Residence).

Rezoning the site to G-O would allow the operation of a medical use of approximately 16,692 square feet. The existing C-O zoning allows medical uses not to exceed 5,000 square feet.

BioLife proposes to construct a new single story office building which will be consistent with the City's ordinances, codes, standards, and design guidelines. The applicant will dedicate additional right-of-way along 59th Avenue, which will provide room for a new southbound deceleration lane and a new concrete sidewalk on the west side of the street. The applicant will also dedicate additional right-of-way along Kings Avenue for a proposed driveway, new fire hydrant, and a new storm water catch basin on the north side of the street. This will provide complete streets and a streetscape that will meet City standards.

Architectural design of the building will utilize high quality building materials throughout the site and will add new features such as public art, outdoor seating, lush landscaping, and new storm water retention facilities.

Analysis

This undeveloped site is presently zoned C-O (Commercial Office). The City of Glendale General Plan

designates the site as Office (OFC), which permits professional offices that are adjacent to both commercial and residential land uses. The proposed medical use will be compatible with the adjacent professional offices and medical offices found in the immediate area. The rezoning request will allow any of the permitted land uses in the G-O zoning district.

Previous Related Council Action

The site was rezoned to C-O in 1985 (Rezoning Application Z-85-08).

Community Benefit/Public Involvement

On June 14, 2016, the applicant mailed notification letters to adjacent property owners and interested parties notifying them of a neighborhood meeting. Planning and the applicant received six responses regarding the request. The majority of these responses were not against the rezoning of the property, but were opposed to the proposed land use.

On June 27, 2016, a neighborhood meeting was held and a total of 18 individuals attended. The majority of the attendees were against the proposed end user, but were not opposed to the rezoning of the subject site. The majority of the attendees are aware that even with the current zoning in place a smaller medical facility would still be permitted at this location.

A Notice of Public Hearing was published in *The Glendale Star* on September 15, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on September 16, 2016. The property was posted by the applicant on September 16, 2016.

At the Planning Commission meeting on October 6, 2016, 12 people spoke about their concerns regarding the proposed land use. The Planning Commission recommended approval of the rezoning request, subject to three stipulations.

This item was removed from the November 22, 2016 City Council voting meeting agenda.

The applicant held a second neighborhood meeting on December 14, 2016 to allow further discussion on the proposed development. Approximately 10 residents attended the meeting along with the applicant's development team, Councilmember Malnar and city staff.

ORDINANCE NO. O17-01

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 16480 NORTH 59TH AVENUE FROM C-O (COMMERCIAL OFFICE) TO G-O (GENERAL OFFICE); AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE IS RECORDED.

WHEREAS, the City of Glendale Planning Commission held a public hearing on October 6, 2016, in zoning case ZON16-06 in the manner prescribed by law for the purpose of rezoning property located at 16480 North 59th Avenue from C-O (Commercial Office) to G-O (General Office); and

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner provided by law, including publication of such notice in *The Glendale Star* on September 15, 2016; and

WHEREAS, the City has considered the individual property rights and personal liberties of the residents of the City before adopting this zoning ordinance; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as previously described and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as G-O (General Office) in accordance with the Development Plan currently on file with the Planning Division as of the date of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 16480 North 59th Avenue and more accurately described in Exhibit A to this ordinance, is conditionally rezoned from C-O (Commercial Office) to G-O (General Office).

SECTION 2. That the rezoning is conditioned and subject to the following:

1. Development will substantially conform to the narrative and site plan completed on August 24, 2016.
2. Dedication of additional right-of-way on 59th Avenue to provide a total half-street width of 60 feet will be made prior to issuance of a Certificate of Occupancy.

3. Dedication of additional right-of-way on Kings Avenue to provide for a total half-street width of 30 feet will be made prior to issuance of a Certificate of Occupancy.

SECTION 3. The City of Glendale Zoning Map is amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. This Ordinance becomes effective at the time and in the manner prescribed by law.

SECTION 5. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of January, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager



LOT 1

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6;
THENCE SOUTH 06 DEGREES 24 MINUTES 20 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 688.53 FEET;
THENCE SOUTH 89 DEGREES 07 MINUTES 30 SECONDS WEST, A DISTANCE OF 45.21 FEET;
THENCE SOUTH 06 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 194.73 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 06 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 11.76 FEET;
THENCE SOUTH 83 DEGREES 35 MINUTES 40 SECONDS WEST, A DISTANCE OF 10.00 FEET;
THENCE SOUTH 06 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 55.00 FEET;
THENCE NORTH 83 DEGREES 35 MINUTES 40 SECONDS EAST, A DISTANCE OF 10.00 FEET;
THENCE SOUTH 06 DEGREES 24 MINUTES 20 SECONDS EAST, A DISTANCE OF 161.37 FEET;
THENCE SOUTH 41 DEGREES 23 MINUTES 29 SECONDS WEST, A DISTANCE OF 13.44 FEET;
THENCE SOUTH 89 DEGREES 11 MINUTES 18 SECONDS WEST, A DISTANCE OF 435.13 FEET;
THENCE NORTH 29 DEGREES 51 MINUTES 40 SECONDS WEST, A DISTANCE OF 253.95 FEET;
THENCE NORTH 89 DEGREES 11 MINUTES 18 SECONDS EAST, A DISTANCE OF 310.89 FEET;
THENCE NORTH 00 DEGREES 48 MINUTES 42 SECONDS WEST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 89 DEGREES 11 MINUTES 18 SECONDS EAST, A DISTANCE OF 234.34 FEET TO THE POINT OF BEGINNING.

EXHIBIT A



KINGS PLAZA LEGAL DESCRIPTION

PARCEL NO. 1:

A parcel of land situated in the Northeast quarter of Section 6, Township 3 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 6;

thence South 06 degrees 24 minutes 20 seconds East along the East line of said Northeast quarter, a distance of 688.53 feet;

thence South 89 degrees 07 minutes 30 seconds West, a distance of 45.00 feet to the TRUE POINT OF BEGINNING;

thence South 06 degrees 24 minutes 20 seconds East, a distance of 422.94 feet;

thence South 41 degrees 19 minutes 15 seconds West, a distance of 13.43 feet;

thence South 89 degrees 07 minutes 30 seconds West, a distance of 435.13 feet;

thence North 29 degrees 56 minutes 00 seconds West, a distance of 492.91 feet;

thence North 89 degrees 07 minutes 30 seconds East, a distance of 642.22 feet to the TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM the following described property beginning at a point on the East line of said Lot 1, Section 6 which bears South 06 degrees 24 minutes 20 seconds East, 895.00 feet from the Northeast corner of said Lot 1;

thence South 89 degrees 07 minutes 30 seconds West, a distance of 45.00 feet to the TRUE POINT OF BEGINNING;

thence South 83 degrees 35 minutes 40 seconds West, 100.00 feet;

thence South 06 degrees 24 minutes 20 seconds East, 55.00 feet;

thence North 83 degrees 35 minutes 40 seconds East, 100.00 feet to a point on the East line of said Lot 1;

thence North 06 degrees 24 minutes 20 seconds West, 55.00 feet to the TRUE POINT OF

BEGINNING; and EXCEPT an undivided one-half interest of all mineral rights as reserved in the Warranty Deed recorded September 23, 1959 in Docket 3003, page 296, records of Maricopa County, Arizona.



PARCEL NO. 2:

That portion of G.L.O. Lot 1 (also known as the Northeast Quarter of the Northeast Quarter) of Section 6, Township 3 North, Range 2 East, of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 6;

THENCE South 06 degrees 29 minutes 01 seconds East, along the East line of said Section 6, a distance of 895.00 feet, to the Northeast corner of that property described in Docket 14842, page 912, Records of Maricopa County, Arizona;

THENCE South 83 degrees 30 minutes 59 seconds West along the North line of that property described in said Docket 14842, page 913 a distance of 55.00 feet to the true POINT OF BEGINNING of the property described herein;

THENCE continuing South 83 degrees 30 minutes 59 seconds West, along the North line of that property described in said Docket 14842, page 912, a distance of 90.00 feet;

THENCE South 06 degrees 29 minutes 01 seconds East, along the West line of that property described in said Docket 14842, page 912, a distance of 55.00 feet, to the Southeast corner of that property described in said Docket 14842, page 912;

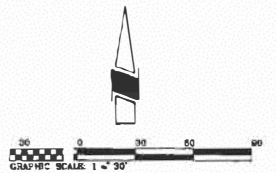
THENCE North 83 degrees 30 minutes 59 seconds East, along the South line of that property described in said Docket 14842, page 912, a distance of 90.00 feet;

THENCE North 06 degrees 29 minutes 01 seconds West, a distance of 55.00 feet, to the POINT OF BEGINNING.

EXCEPT an undivided one-half interest of all mineral rights as reserved in the Warranty Deed recorded September 23, 1959 in Docket 3003, page 296, records of Maricopa County, Arizona.

A.P.N. 200-51-001Y
 R & R PROPERTIES LTD. PARTNERSHIP
 3104 E. CAMELBACK RD., SUITE 522
 PHOENIX, ARIZONA, 85016

N.E. COR. SEC. 6,
 T-3-N R-2-E
 FD. C.O.G. B.C.F.H.



FD. REBAR W/CAP
 R.L.S. #16785.

FD. REBAR, SET CAP.
 R.L.S. #28236.

P.O.B. (LOT 2)

SEWER LINE EASEMENT PER
 DKT. 14845, PG. 24, M.C.R.
 N89°07'30"E 642.22'(R)
 N89°11'18"E 842.22'(CM)

6" GAS LINE EASEMENT PER
 DKT. 1 6300, PG. 1422, M.C.R.

24"x24" DOSING STATION EASEMENT
 PER REC. NO. 98-0893809, M.C.R.

65' DESIGNATED COUNTY ROAD
 PER BK. 13, PG. 67, AND
 DKT. 3312, PG. 116, M.C.R.

LOT 2
 LOT 2 AREA: 120,597± S.F. OR 2.766 ACRES

RETENTION EASEMENT PER DKT. 14725, PG. 31,
 DKT. 14725, PG. 89 & MODIFIED TO LANDSCAPE
 & RETENTION EASEMENT PER REC. NO.
 98-0383354, M.C.R.

SPYGLASS II
 (BK. 212, PG. 95, M.C.R.)

N89°11'18"E 310.89'

N00°48'42"W 15.00'

A.P.N. 200-51-964A

SEWER LINE EASEMENT PER
 DKT. 14845, PG. 24, M.C.R.

LOT 1
 LOT 1 AREA: 113,019± S.F. OR 2.595 ACRES

RETENTION EASEMENT PER DKT. 14725, PG. 31,
 DKT. 14725, PG. 89 & MODIFIED TO LANDSCAPE
 & RETENTION EASEMENT PER REC. NO.
 98-0383354, M.C.R.

SPYGLASS II
 (BK. 212, PG. 95, M.C.R.)

FD. REBAR W/CAP
 R.L.S. #16785.

30' R/W TO BE DEDICATED
 BY SEPARATE INSTRUMENT.

KINGS AVENUE

TRAFFIC SIGNAL EASEMENT PER
 REC. NO. 98-0833319, M.C.R.

SET 1/4" R.L.S. #28236
 04" METAL BOX
 S41°19'15"W 13.43'(R)
 S41°23'29"W 13.44'(CM)
 S41°23'29"W 40.31'(CM)

59TH AVENUE

VAL MART STORES, INC.
 5845 W. 59TH RD.
 GLENDALE, AZ. 85308

EXHIBIT A

80' R/W TO BE DEDICATED
 BY SEPARATE INSTRUMENT.

TALAVI BLVD.

FD. C.O.G. B.C.F.

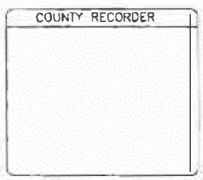
FD. C.O.G. B.C.F.

LOT 465 LOT 466
 BRANDYWYNE VI
 (BK. 251, PG. 22, M.C.R.)

A.P.N. 200-51-007K
 UIRC-GSA GLENDALE AZ LLC
 15700 W. 103RD ST., SUITE 100
 LEMONT, IL., 60439

A.P.N. 200-51-007J
 UIRC-GSA GLENDALE AZ LLC
 15700 W. 103RD ST., SUITE 100
 LEMONT, IL., 60439

N.E. 1/4 COR., SEC. 6,
 T-3-N R-2-E
 FD. C.O.G. B.C.F.H.



MINOR LAND DIVISION—LOT SPLIT
 FOR
KINGS PLAZA, LLC
 SHEET 2 OF 2

RICK SURVEYING COMPANY	6120 NICHOLS AVE. STE. 104 PHOENIX, AZ 85018 480.837.1120 734.6601.9837/99	DATE PLOTTED: 08/27/16	DATE RECORDED: 08/27/16
	PROJECT NO: 4683	ISSUE NO: D.S.R.	DATE: AUG. 2016

C:\PROJECTS\16883_PLOT_SHT 2.dwg August 16, 2016 1:05 pm Scale: 1" = 30' P.L.H. (hls)



Planning Staff Report

DATE: October 6, 2016

TO: Planning Commission

FROM: Tabitha Perry, Assistant Planning Director
PRESENTED BY: Martin Martell, Planner

SUBJECT: **REZONING (ZON) APPLICATION ZON16-06: BIOLIFE PLASMA SERVICE CENTER – 16480 NORTH 59TH AVENUE**

REQUEST: Rezone from C-O (Commercial Office) to G-O (General Office).

APPLICANT/OWNER: Rick Engineering Company / Kings Plaza, LLC.

REQUIRED ACTION: The Planning Commission must conduct a public hearing and determine if this request is in the best long-term interest of this neighborhood and consistent with the General Plan.

RECOMMENDATION: The Planning Commission should recommend approval subject to stipulations.

PROPOSED MOTION: Move to recommend approval of ZON16-06 subject to the stipulations contained in the staff report.

SUMMARY: The applicant is requesting to rezone property located at the northwest corner of 59th and Kings Avenues from the C-O (Commercial Office) zoning district to the G-O (General Office) zoning district. By changing the zoning to the G-O zoning district it would allow a medical use greater than 5,000 square feet, which is the maximum floor area for medical and clinical laboratories in the C-O zoning district.

COMMISSION ACTION: Motion made by Commissioner Gallegos to recommend APPROVAL of ZON16-06 subject to staff report stipulations. Motion seconded by Commissioner Harper. The motion was APPROVED with a vote of 5 to 0.

DETAILS OF REQUEST:

General Plan Designation:

The property is designated as OFC (Office).

Property Location and Size:

The property is located south of the southwest corner of 59th Avenue and Bell Road (16480 North 59th Avenue) and is 2.59 acres in size.

Design Review:

A design review application has been submitted concurrently with the rezoning application.

Project Details:

The property is currently vacant and is in the C-O zoning district, which has a maximum permitted square foot limit for all medical and clinical laboratories. Since the proposed medical use on the property will exceed the maximum square foot limit for medical and clinical laboratories, the applicant is requesting to rezone the property to G-O.

The proposed building will be 16,692 square feet. Pedestrian access to the proposed facility will be provided by a new sidewalk along 59th Avenue. The applicant's site plan depicts a 120 foot wide buffer of parking and landscaping between the existing single family homes to the west and the proposed facility. Selected colors and materials are proposed to complement the surrounding area and all rooftop equipment will be screened from street view. The site will be well landscaped with drought tolerant vegetation and attractive hardscape elements. Parking areas will be screened from street view by an attractive three foot high wall. This project will match the high quality offices that exist to the south and southeast of the site.

The proposed company to occupy this new building that will be developed on this site is BioLife Plasma Services, which collects plasma from donors and processes this collected plasma into a variety of plasma-based therapies. The donors are pre-screened by examinations before they are admitted and then compensated for their donation by a pre-paid credit card. The daily hours of operation will be from 8:00 a.m. to 6:00 p.m. and will employ approximately 50 to 60 staff members, which may grow as the number of donations increase. The applicant estimates that on a weekly basis approximately 1,000 to 2,000 plasma donors will visit the site.

CITIZEN PARTICIPATION TO DATE:

Applicant's Citizen Participation Process:

On June 14, 2016, the applicant mailed notification letters to adjacent property owners and interested parties notifying them of a neighborhood meeting. Planning and the applicant received six (6) responses regarding the request. The majority of these responses were not against the rezoning of the property, but were opposed to the planned land use. On June 27, 2016, a neighborhood meeting was held and a total of 18 individuals attended. The majority of the attendees were against the proposed end user, but were not opposed to the rezoning of the subject site. The majority of the attendees are aware that even with the current zoning in place

on the property a smaller plasma donation facility would still be a permitted land use. The applicant's Citizen Participation Final Report is attached.

Planning Commission Public Hearing:

A Notice of Public Hearing was published in *The Glendale Star* on September 15, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on September 16, 2016. The property was posted on September 16, 2016.

STAFF FINDINGS AND ANALYSIS:

Findings:

- The proposed amendment is consistent with the policies and objectives of the General Plan.
- The proposal will be compatible with other existing and planned development in the area.
- The proposal will meet the City's Commercial Design Expectations regarding site planning, architecture, landscaping, building materials and colors, and screening of mechanical equipment.
- The proposal will result in a quality facility serving a community need.

Analysis:

- The proposed rezoning of this property to G-O will be consistent with the policies and objectives of the Office General Plan Designation.
- The future land use proposed on this site as a medical office is compatible with the offices located to the south and the medical offices located southeast of the subject property.
- The quality of the development on this site will exceed many of the standards for commercial development and will be evaluated via the City's Design Review process.
- Although the rezoning request would allow any of the permitted land uses in the GO zoning district, the specific identified business will result in a quality facility serving a community need.
- All applicable City departments have reviewed the application and recommended approval of the application.

RECOMMENDATION:


The Planning Commission should recommend approval of this request, subject to the following stipulations:

1. Development shall be in substantial conformance with the narrative and site plan, both date completed August 24, 2016.
2. Dedication of additional right-of-way on 59th Avenue to provide for a total half-street width of 60 feet shall be made prior to issuing a Certificate of Occupancy.
3. Dedication of additional right-of-way on Kings Avenue to provide for a total half-street width of 30 feet shall be made prior to issuing a Certificate of Occupancy.

- ATTACHMENTS:**
1. Applicant's Narrative, date completed August 24, 2016.
 2. Applicant's Site Plan, date completed August 24, 2016.
 3. Citizen Participation Final Report (without mailing labels), date completed August 24, 2016.
 4. Neighborhood Opposition Petition with Signatures.
 5. Vicinity Zoning Map.
 6. Aerial Photograph, dated October 2014.

PROJECT MANAGER: Martin Martell, Planner (623) 930-2597
mmartell@glendaleaz.com

REVIEWED BY:



Planning Director

MM/df



Development Services Department Director



BioLife
PLASMA SERVICES

16480 N 59th AVE

Glendale, AZ

Project Narrative

COMPLETED

29 AUG 16

Glendale Planning Division

BioLife Plasma Services is an industry leader in the collection of high-quality plasma that is processed into life-saving plasma-based therapies. BioLife operates and maintains numerous state-of-the-art plasma collection facilities in more than half the states throughout the United States - collecting around five million liters of plasma per year. BioLife strives to provide the highest-quality plasma to their customers, ensuring the availability of life-saving therapies for patients. Plasma is processed into a wide variety of life-saving therapeutics, including blood clotting proteins to treat hemophilia, immune support therapies, blood volume replacements and surgical sealants that benefit thousands of people every day. BioLife Plasma Services Center is proposed to be located on an approximate 2.59 acre site at the northwest corner of 59th Avenue and Kings Avenue in Glendale, Arizona. BioLife Plasma Services proposes to rezone the south property from C-O (Commercial Office) to G-O (General Office), which has no restrictions on the amount of floor space a medical use can have. The site is located within close proximity to single family housing and commercial developments. The property is bounded by Kings Plaza Shopping Center to the North, Social Security Administration Building to the South and Office Buildings, Motor Vehicle Department (MVD) and a Wal-Mart to the West. The site is currently vacant land.

BioLife Plasma Services building materials are both durable and have low maintenance requirements with all building sides reflecting continuity in architectural detail and character. The building is composed mostly of brick with stone accents at window head and sill as well as encompassing the entry giving a distinctive change in material as a visual cue of importance. Individual window openings are placed within the field brick with clear anodized framing. All rooftop mechanical systems have screening integrated into the design. A matte finish metal composite panel encompasses the front and central clerestory glazing separating itself from the major brick component below. The color palette is complimentary to the adjacent architecture and natural surrounds in terms of color and texture while having hints of its own variation. Brick being the major color component plays the important role in the building pallet with stone giving a complimenting hue. The remaining matte grey colored clerestory separates itself above the horizontal line of brick below. BioLife is confident the architectural design proposed for this 16,692 square-foot building will be compatible with the site and the surrounding area. The site plan focuses on creating a pedestrian-oriented environment by providing safe walking routes from the building to the street and surrounding parking lot area.

BioLife's proposed Site Plan, Building Elevations, Landscape Design, Site Lighting and other design-related materials and information are intended to be in accordance with City of Glendale's Development Standards. BioLife recognizes Rezoning Approval and Design Review approval is required through the City's approval processes and looks forward to a successful relationship with the City of Glendale.

CITIZEN PARTICIPATION FINAL REPORT

for



16480 North 59th Avenue
Glendale, Arizona 85308
(Northwest Corner of 59th Ave and Kings Ave)
CASE #: ZON16-06 / DR16-13

Submitted: May 20, 2016
Revised: June 14, 2016
Final Report: August 5, 2016

Prepared by:



Rick Engineering Company
6150 North 16th Street
Phoenix, AZ 85016



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ATTACHMENTS

- 1) Neighborhood Meeting Letter Package
- 2) Neighborhood Meeting Agenda
- 3) Neighborhood Meeting Sign-In Sheet
- 4) Affidavit of Mailing
- 5) Email Correspondence from Neighbors
- 6) Follow-Up Letter

APPENDIX

- 1) Homeowners Mailing List
- 2) “Interested Parties” Mailing List
- 3) Additional Notification Mailing List

1. Project Description

BioLife Plasma Services Center is proposed to be located on an approximately 2.59 acre site at the northwest corner of 59th and Kings Avenues in Glendale, Arizona. The existing site is zoned Commercial Office (C-O) and is located within close proximity to single family housing and commercial developments. The property, currently consisting of vacant land that is bounded by Kings Plaza Shopping Center to the North, the Social Security Administration Building to the South and Motor Vehicle Department (MVD) further South, and a Wal-Mart to the East.

The proposed medical office center will incorporate the use of all-sided architecture, high-quality and durable materials, complimentary colors, code-compliant landscaping, appropriate rooftop and other screening and security in this new development. BioLife is confident the architectural design proposed for this 16,692 square-foot building will be compatible with the site and the surrounding area.



Figure 1: Proposed BioLife Plasma Services Center Building

BioLife is requesting the rezoning of the existing site from Commercial Office (C-O) to General Office (G-O), which will allow for the development of the proposed medical facility. The reason for this request is because this proposed new medical facility will be greater than 5,000 square feet, which is the maximum permitted size for medical uses in the current C-O Zoning District. According to the City of Glendale Zoning Ordinance, a zoning designation of General Office (G-O) includes any building that provides professional office uses, including medical, and the zoning district is to provide for “major employment concentrations with projects designed to be compatible with surrounding residential uses.” (Ord. No. 1772, 6-23-93)

2. Overview of Citizen Participation Plan

The Planning Division determined that a notification letter and a neighborhood meeting are the most appropriate public notification techniques for this project. A notification letter was mailed out to the individuals on the mailing lists provided by the City of Glendale on June 17, 2016. A neighborhood meeting was held on June 27, 2016. A follow-up letter to the neighbors was mailed out to the surrounding neighbors on August 4, 2016.

3. Areas of Notification Map

An outlined map of the areas of notification is provided below (Fig. 2). All property owners on this map will be notified. This map meets all City of Glendale ordinance requirements.

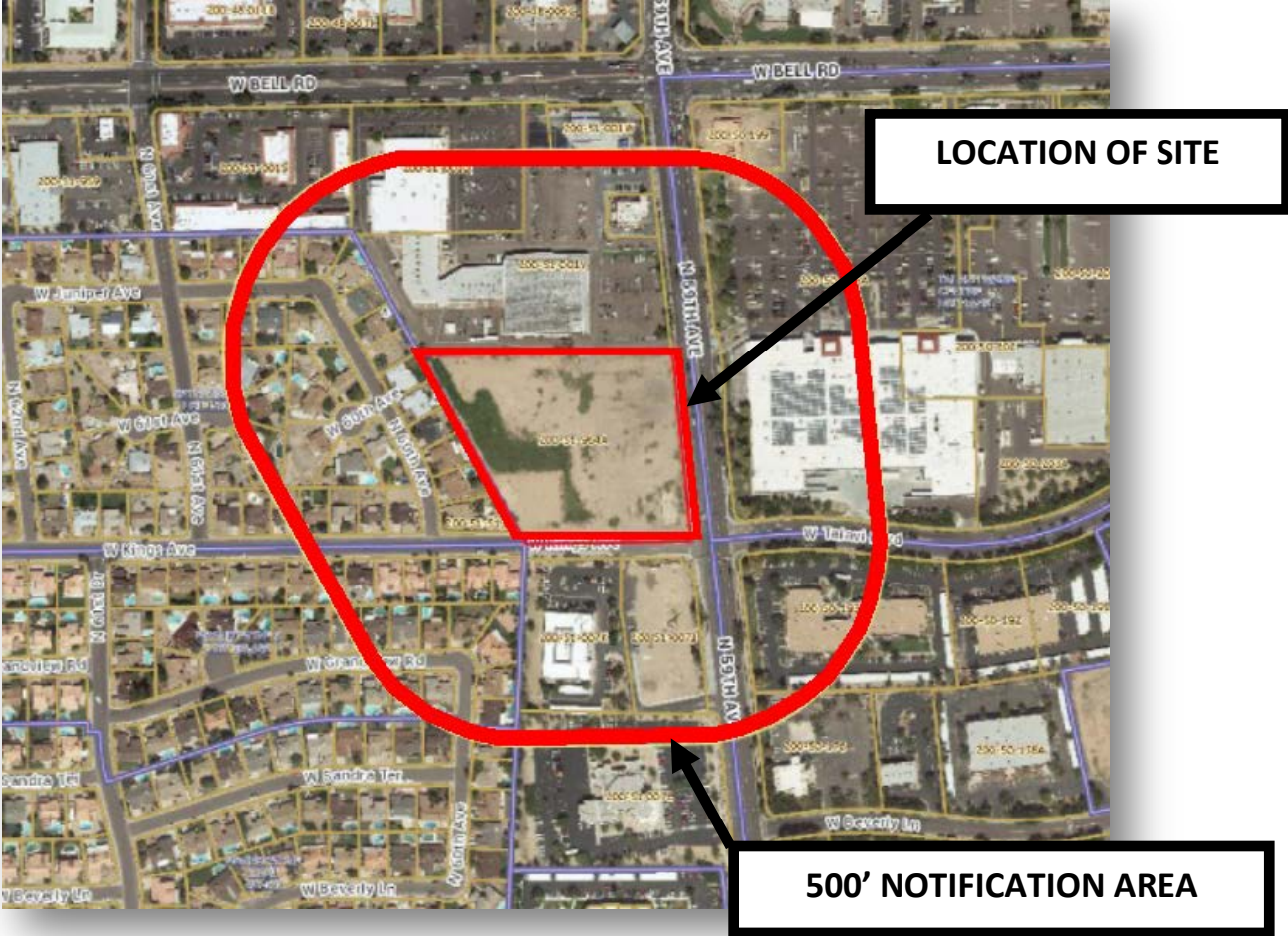


Figure 2: Areas of Notification Map

4. Property Owners Notified

Below, is a list of the property owners that were notified within the outlined map of Areas of Notification which was provided by the City of Glendale Planning Division. An 'X' has been placed on the list for any mail that was returned undeliverable.

Pages 3 through 6 intentionally left blank

Martin Martell, Planner
Planning
5850 W. Glendale Avenue, Suite 212
Glendale, AZ 85301

Diana Figueroa, Senior Secretary
Planning
5850 W. Glendale Avenue, Suite 212
Glendale, AZ 85301

7. Total Number of Individuals Notified and Number that Participated

There were a total of 132 invitations mailed out. Of the 132 invitations mailed out, 18 individuals attended the Neighborhood meeting. There were 6 emails received regarding the rezone.

8. Major Issues Discussed

The major issues discussed were traffic circulation, residential buffers and plasma centers.

9. How are Issues being addressed

To ensure that all public concern is addressed, the owner/developer's address and phone number was provided during the Neighborhood Meeting. Any individual or interested party may contact the owner/developer regarding any concerns.

The BioLife project team took measures to address such potential concerns in the design phase for the BioLife building and surrounding infrastructure. A 20-foot landscape buffer is provided for the neighbors immediately adjacent to the BioLife project. Additionally, the architectural design of the building and landscape areas for the proposed site include color palettes, materials, and plant species which complement the existing surroundings and offer an agreeable aesthetic environment for the area.

10. Addressing Potential Public Concern

The design team for BioLife Plasma Services has considered the project from the likely perspective of the surrounding property owners and all interested parties. A potential concern for said parties may involve changes to traffic, privacy, and appearance of the proposed building.

11. Informing the Public of Changes

Should there be any amendments to the proposed development after the initial public notification and the neighborhood meeting, the surrounding property owners and other interested parties will be mailed an additional notification letter discussing the changes.

**NEIGHBORHOOD MEETING LETTER
AND ATTACHMENTS**

CITIZEN NOTIFICATION LETTER



Developer:

Jason Harder
Build to Suit, Inc.
1805 State Street, Suite 101
Bettendorf, IA 52722
Phone: (563)355-2022
jasonh@buildtosuitinc.com

June 14, 2016

Dear Neighbor:

This letter is to inform you that Build to Suit, Inc. is applying to rezone a parcel with the City of Glendale. The property is located at 16480 North 59th Avenue, Glendale, Arizona 85308, which is south of the southwest corner of 59th Avenue and Bell Road in the Sahuaro District.

BioLife is requesting the rezoning of the existing site from Commercial Office (C-O) to General Office (G-O), which will allow for the development of the proposed medical facility. The reason for this request is because this proposed new medical facility will be greater than 5,000 square feet, which is the maximum permitted size for medical uses in the current C-O Zoning District. According to the City of Glendale Zoning Ordinance, a zoning designation of General Office (G-O) includes any building that provides professional office uses, including medical, and the zoning district is to provide for "major employment concentrations with projects designed to be compatible with surrounding residential uses." (Ord. No. 1772, 6-23-93).

The applicant will be hosting a neighborhood meeting at the below listed time and place. A map identifying the meeting location is attached. Discussion at the meeting will include an overview of BioLife project and the Rezoning request.

Neighborhood Meeting for BioLife

Location: Thunderbird Executive Inn

Address: 15249 North 59th Avenue, Building 101 (Honor Council Rooms)

Date: Monday, June 27, 2016

Time: 6:00 p.m.

A Site Plan is included as an attachment to this Notification Letter for your review. Please provide any comments to this rezone request by June 22, 2016. Please write or call me at the above address or

CITIZEN NOTIFICATION LETTER

phone number. If you have questions or are unable to attend, you may also contact Martin Martell with the City of Glendale Planning Division at (623) 930-2597, or mmartell@glendaleaz.com.

Sincerely,

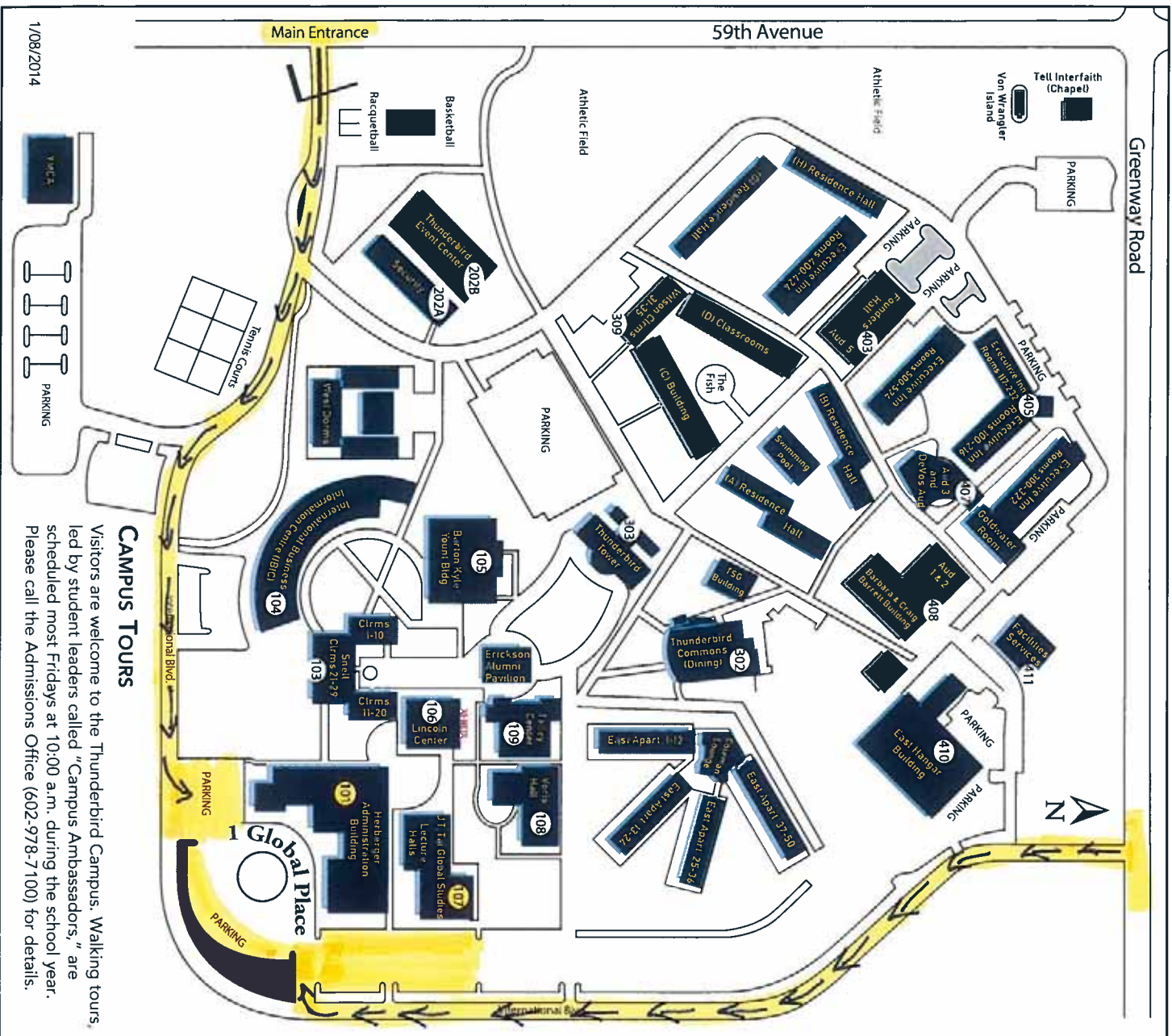
A handwritten signature in blue ink, appearing to read 'JA', with a horizontal line drawn through it.

Jason Harder, PE
Build to Suit, Inc.
Manager

Attachments:

- 1) Map
- 2) Site Plan

CAMPUS MAP



1/08/2014

CAMPUS TOURS

Visitors are welcome to the Thunderbird Campus. Walking tours led by student leaders called "Campus Ambassadors," are scheduled most Fridays at 10:00 a.m. during the school year. Please call the Admissions Office (602-978-7100) for details.

101 - Herberger Administration

- 1st Floor
 - Academic Technical Services
 - Admissions
 - AT&T Auditorium
 - Central Reception
 - Faculty Offices
 - Recruiting
 - Student Affairs
 - Student Support Center
 - Financial Aid
 - International Students and Scholars Office (ISSO)
- 2nd Floor
 - Accounting (Business Office)
 - Bursar
 - Finance
 - Human Resources
 - Office of the President
 - Registrar

108 - Voris Hall

- Academic Operations
- Executive MBA in Global Mgmt
- Family Business
- Global MBA for LatAm Managers
- Online Global MBA
- Thunderbird for Good
- Walker Center for Global Entrepreneurship

103 - Snell Classrooms

- 104 - International Business Information Centre (IBIC)
- Library
- Writing Center

109 - Talley Center

- Marketing & Communications
- 202 A - Security
- 202 B - Thunderbird Event Center

105 - Barton Kyle Yount Bldg.

- Broadcast Studio
- Distance Learning Classroom(DLC)
- GMI Research Rooms
- Najafi Global Mindset Institute
- Yount Auditorium

302 - Thunderbird Commons

- Commons Dining Room (TC4)
- Executive Dining Room (TC1,2,3)
- Rehore Family Dining Hall
- 303 - Thunderbird Tower
 - Pub
 - Thundershop
 - Tower Conference Room

106 - Lincoln Center

- IT Administrative Services
- IT Network Systems
- IT Help Desk
- Xerox Document Center

403 - Founder's Hall

- Alumni Central
- Auditorium 5
- 405 - Executive Inn Hotel
 - Conference Services
 - Goldwater Room
 - Student Housing Office

107 - J.T. Tai Global Studies Building

- Faculty Offices
- The Garvin Center for Languages and Cultures of Global Management
- The Benjamin F. Brown IV
- Lecture Hall 53
- The Clarke and Betty Nelson
- Lecture Hall 54
- The Pfizer Inc Lecture Hall 55

407 - Auditoriums

- Auditorium 3
- Devos Auditorium
- 408 - Barbara and Craig Barrett Building
 - Auditoriums 1 & 2
 - Career Management Center (CMC)
 - Executive Education
 - Thunderbird Online

410 - East Hangar Building

- Chartwell's Food Services
- Mail Services
- Omega World Travel
- Thunderbird Archives
- 411 - Facilities Services

NEIGHBORHOOD MEETING AGENDA

AGENDA

for

BioLife Neighborhood Meeting

1. Introduction of Team – Kathi Walp
 - a) Joe Cirone – Project Manager/EOR
 - b) Jason Harder – Built to Suit
 - c) David Taufatofua – BioLife
 - d) Martin Martell – Planner
 - e) Councilman Ray Malnar

2. Description of the Project – Joe Cirone

3. About BioLife –
 - a) Jason Harder
 - b) David Taufatofua

4. Questions / Answers

AFFIDAVIT OF MAILING



Planning

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) ZON16-06

Project Name: BioLife Plasma Services

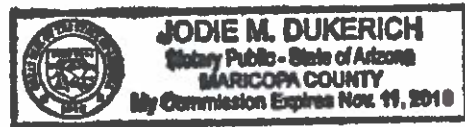
I, Kathleen Walp certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.

Applicant/Representative Signature: Kath M Walp

STATE OF ARIZONA ARIZONA

SS.

COUNTY OF MARICOPA



The foregoing instrument was acknowledged before me this 20th day of June, 2016.

Jodie M. Dukerich
Notary Public

My Commission Expires:

NOV 11, 2018

EMAIL CORRESPONDENCE FROM NEIGHBORS

Kathi Walp

From: Martell, Martin <MMartell@GLENDALEAZ.COM>
Sent: Thursday, June 23, 2016 10:10 AM
To: Kathi Walp
Subject: Re: BioLife Plasma services.

Good morning Kathi,

I hope all is well.

Yesterday I received the e-mail below concerning the neighborhood meeting. Keep this for your CP Final Report. This responder did mention that he will attend the meeting and you may want to prepare answers for his concerns, the majority of which looks like a misunderstanding of the rezoning request.

Regards,

Martin Martell
Planner
City of Glendale
623.930.2597

From: Mark Rudder <mark@signsok.com>
Sent: Wednesday, June 22, 2016 6:16 PM
To: Martell, Martin
Subject: BioLife Plasma services.

Martin,

re: The proposed rezoning of the BioLife property at Kings and 59th ave.
I live just off 61st Drive, 1 Block South of Kings,
therefore this zoning change request impacts my neighborhood.

I read that the current zoning of C-O allows for 5,000 square feet of building.
The proposed size of the BioLife building is 16,692 square feet.
That is over 3 times the current zoning.
I feel that is an unreasonable increase in building size.
This will also increase traffic near and through our neighborhood,
specifically along Kings Ave. which connects to 67th ave..
The South entrance of the proposed BioLife property is also on Kings Ave.

Additionally, plasma services are similar to retail locations in that there is a constant flow of traffic to and from these locations due to the nature of the business.

I believe these factors will adversely impact the property values in our neighborhood,
and therefore I oppose this zoning change.

I will attend the neighborhood meeting.

Mark Rudder
602-539-2500

Kathi Walp

From: Martell, Martin <MMartell@GLENDALEAZ.COM>
Sent: Friday, June 24, 2016 8:09 AM
To: Kathi Walp
Subject: FW: rezoning of property located @ 16480 N 59th ave.

Follow Up Flag: Follow up
Flag Status: Flagged

Good morning Kathi,

I also received this e-mail yesterday evening that will need to be placed in your CP Final Report.

Regards,

Martin Martell
Planner
City of Glendale, AZ
(623) 930-2597
mmartell@glendaleaz.com

From: Hermmoz [<mailto:hermmoz@aol.com>]
Sent: Thursday, June 23, 2016 3:58 PM
To: Martell, Martin
Subject: Fwd: rezoning of property located @ 16480 N 59th ave.

-----Original Message-----

From: Hermmoz <hermmoz@aol.com>
To: mmartell <mmartell@glendale.az.com>
Sent: Wed, Jun 22, 2016 8:55 am
Subject: rezoning of property located @ 16480 N 59th ave.

Sir:
Please do not allow this rezoning to pass. A plasma center is not "designed to be compatible with surrounding residential uses".

I was a nurse manager of a plasma center in downtown Phoenix for many years. .

80% of the clientele are homeless, addicted to iv drugs or alcohol or both. Most do not drive. After the clients are paid they get their substance of choice and then return to the center parking lot. We called police for passed out people daily. And constantly found used syringes on our property. Businesses surrounding the center were broken into frequently.

Is this what you want to bring into a residential area, whose home values have just recently risen?? We live in the neighborhood behind the proposed building. There are many young families with children, well as retired people who take daily walks. They should locate to a more commercial area.

Thank you for your concern. Niki & Herman Mozart

Kathi Walp

From: Jason Harder <jasonh@buildtosuitinc.com>
Sent: Sunday, June 26, 2016 6:55 PM
To: Kathi Walp; Joe Cirone
Subject: Fwd: Biolife PLASMA Services

FYI

Sent from my iPhone

Begin forwarded message:

From: Nellie Navarro <eltaxi23@icloud.com>
Date: June 26, 2016 at 8:21:46 PM CDT
To: jasonh@buildtosuitinc.com
Subject: **BioLife PLASMA Services**

To whom it may concern; As a resident in the proposed area of this building , I appreciate the fact that you decided to hand out homemade flyers literally hours before your meeting . These unattractive tactics have played out time & time again. We as a neighborhood ,understand that what comes with plasma services ,transients, the homeless, & drug users! It will be a pleasure hearing your people give our neighbors the flat out truth about a plasma center!

Kathi Walp

From: Martell, Martin <MMartell@GLENDALEAZ.COM>
Sent: Monday, June 27, 2016 9:13 AM
To: Kathi Walp
Subject: FW: rezoning of parcel at 16480 N 59th Ave Glendale, AZ 85308

Good morning Kathi,

I received another neighborhood response form a letter recipient with concerns about the future use of the site for your CP Final Report.

Thanks,

Martin Martell
Planner
City of Glendale, AZ
(623) 930-2597
mmartell@glendaleaz.com

From: Terry Johnson [mailto:dancemom_2@hotmail.com]
Sent: Sunday, June 26, 2016 4:40 PM
To: Martell, Martin
Subject: rezoning of parcel at 16480 N 59th Ave Glendale, AZ 85308

Dear Mr. Martell,

I live on Kings Ave, approximately 1 block west of the above parcel. I am unable to be at the neighborhood meeting scheduled for June 27 at 6 pm.

I am opposed to the rezoning and building of this plasma services business at this location. This parcel is closely adjacent to a quiet residential neighborhood and I feel that a plasma donation center will bring unwanted traffic and people to this area. The entrance to this business would be on Kings Ave which is a residential street and would promote more people travelling through our neighborhood. I do not feel this is an appropriate business to have direct access to a residential street. I have researched the location of several other donation centers in Glendale, Goodyear, Mesa and these centers are located in commercial areas with no residential access.

Also, there is a United Blood Services 1 mile away at 59th Ave and Union Hills who takes plasma, blood, etc donations. I feel we do not need another of the same business within 1 mile.

I appreciate your time and taking my opinions into account. If you have an questions, please feel free contact me.

Thank you,
Theresa Johnson
6027 W. Kings Ave
Glendale, AZ 85306

602-334-9558

Kathi Walp

From: Martell, Martin <MMartell@GLENDALEAZ.COM>
Sent: Tuesday, July 05, 2016 1:35 PM
To: Kathi Walp
Subject: FW: Zone Change Request for Biolife Plasma Services

Good afternoon Kathi,

I received the e-mail below concerning BioLife of Glendale for your records and for the CP Final Report.

Thanks,

Martin Martell
Planner
City of Glendale, AZ
(623) 930-2597
mmartell@glendaleaz.com

From: Steven Parker [<mailto:steven.parker01@icloud.com>]
Sent: Monday, July 04, 2016 11:10 PM
To: Martell, Martin
Subject: Zone Change Request for Biolife Plasma Services

Dear Mr. Martell,

I live about a block from the proposed site for the new Biolife Plasma center. I attended the informational meeting held at Thunderbird School of Global Management on June 27th.

It is my understanding that the zoning change request is being made to allow Biolife to build a larger facility than current zoning rules would allow. ***I am writing to ask that this request be denied.***

I share some of the concerns about this project that were expressed by several of my neighbors who also attended the meeting. Specifically, I have two issues:

- 1) Increased traffic through our neighborhood. The estimated vehicle increase of 36 per day that was offered by the Biolife representatives seems very low, given that their own figures estimate about 1400 clients per week.
- 2) Biolife may be different, but plasma centers have a reputation for attracting people who are associated with property and drug crimes. The possibility of increased crime can have a negative effect on our property safety and value.

I am aware that if the zone change request is denied by the City of Glendale, Biolife may still build on this site. But at least that building would be slightly smaller and the numbers of clients and vehicles would be reduced accordingly.

Thank you for considering my concerns.
Sincerely,

Steven Parker
6002 W. Juniper Ave
602-938-5905

"So teach us to number our days that we may get a heart of wisdom."
Psalm 90:12

Kathi Walp

From: Martell, Martin <MMartell@GLENDALEAZ.COM>
Sent: Wednesday, July 13, 2016 10:54 AM
To: Kathi Walp
Subject: FW: Biolife

Good morning Kathi,

I received the following e-mail today from a neighbor that lives behind where the BioLife Facility will be here in Glendale for your records. If you could contact her at jarvi_brown_harty@cox.net with a contact for BioLife Plasma Services that will be great or you can send that information to me and I'll pass that information along to Jarvi.

Thanks,

Martin Martell
Planner
City of Glendale, AZ
(623) 930-2597
mmartell@glendaleaz.com

From: jarvi_brown_harty [mailto:jarvi_brown_harty@cox.net]
Sent: Wednesday, July 13, 2016 8:47 AM
To: Martell, Martin
Cc: rmainar@glendaleaz.com
Subject: Biolife

Hi Martin,

I would like to know the government agency that regulates the plasma collection facility (not the safety of the blood product, which i know is the FDA). If you have a contact at Biolife Plasma that can provide this information, it would be helpful for my research on the rezoning proposed for Biolife.

My research indicates that this is not under any government agency, which is a very large concern to the purposed Biolife facility and rezoning request proposed at 16480 n 59th ave, Glendale 85308.

I have spoken to many US government, Arizona government, County and local Government agencies (of which i have names and contact information for, namely us.gov.com, FDA, US Dept of Health and Human Services, AZ dept of health services including Lab services, Maricopa Dept of public health, and many more), and there seems to be no regulation on plasma centers involving the actual collection of blood.

If there is no government regulation the collection of blood outside of a lab or hospital namely plasma centers, there is no way they could be classified as a medical facility. If that is the case, i strongly urge you to reconsider this rezone at 16480 n 59th ave, and more importantly allowing this or any other facility like it to relocate into the City of Glendale period.

I have also spoken to the City of Glendale's economic development department who emphatically told me that plasma centers were not being actively recruited by the City. He also gave me a series of medical facilities that have located to the City of Glendale and there was NO mention of plasma centers.

In addition, I have advised United Blood Services national offices that the city is proposing a competitive business to be located within a mile of their location. I'm not sure how that fosters relationships with current businesses in the City of Glendale, which was one of the highlighted principles of the general plan?

In any case, i have included Ray on this email as well. I would like to address this issue with the Glendale City Council at the next available meeting. Please let me know when that is and the steps to be included on the agenda.

Please let me know if you have any questions or require additional information.

Also, please let me know at your earliest convenience the information that i have requested.

Thank you, Jarvi Brown-Harty

Sent from my Sprint Samsung Galaxy S7.

FOLLOW-UP LETTER

CITIZEN NOTIFICATION LETTER



Developer:

Jason Harder
Build to Suit, Inc.
1805 State Street, Suite 101
Bettendorf, IA 52722
Phone: (563)355-2022
jasonh@buildtosuitinc.com

August 2, 2016

Dear Neighbor:

This letter is a follow-up to inform you that Build to Suit, Inc. is applying to rezone the southern 2.59 acres of the parcel located at the northwest corner of 59th and Kings Avenue (16480 N. 59th Avenue) from C-O (Commercial Office) to G-O (General Office) with the City of Glendale.

The applicant hosted a neighborhood meeting on June 27, 2016. During the neighborhood meeting, it was apparent that the purpose for the rezone request was not fully understood. Build to Suit, Inc. proposes to rezone the property from C-O (Commercial Office) to G-O (General Office), which has no restrictions on the amount of floor space a medical use can have. The rezone request is not regarding the size of the building allowed, but the amount of floor space within the building that will be utilized as "medical use", which is 5,000 square feet in the C-O zoning district. The City of Glendale Zoning Ordinance describes a zoning designation of General Office (G-O) as any building that provides professional office uses, including medical, and the intent of this zoning district is to provide for "major employment concentrations with projects designed to be compatible with surrounding residential uses." (Ord. No. 1772, 6-23-93).

If you have questions you may contact myself at the address above, you may also contact Martin Martell with the City of Glendale Planning Division at (623) 930-2597, or mmartell@glendaleaz.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "JA", is written over a horizontal line.

Jason Harder, PE
Build to Suit, Inc.
Manager

Petition to Stop the Building

<p>Petition summary and background</p>	<p>Say NO to BioLife Plasma Compensated Donation Center (NW Corner of 59th Ave. & Kings)</p>
<p>Action petitioning for</p>	<p>(1) Plasma centers are NOT blood banks & are NOT accredited by the American Association of Blood Banks (AABB). (They are not allowed to be because they BUY plasma) (2) Plasma Centers are NOT medical facilities. Plasma centers are NOT regulated under ANY Federal, State, County or City entity because they are not considered a Hospital OR a laboratory. (Hospitals and Labs are governed by the US. And AZ Departments of Health Services.) (3) People will come from all parts of the surrounding areas, (as many as 250 people each day, by Biolife's estimate,) increasing not only foot traffic, loitering, unwanted vehicle movement and the propensity for the use and distribution of illegal drugs. (4) Our properties and surrounding businesses could begin to experience theft, property damage, and unwanted nefarious behaviors and activities including shoplifting while our property values could drop, and many neighborhood streets will be used for business purposes instead of neighborhood traffic. Please help us to alert our Glendale city council that we are not a proponent of this plasma donation center and DO NOT want BIOLIFE to utilize the property at 16480 N. 59th Avenue for these reasons.</p>

Printed Name	Signature	Address	Comment	Date
Harry Boone	<i>[Signature]</i>	16463 N. 60th Ave		8/7/2016
Debbie Boone	<i>[Signature]</i>	16463 N. 60th Ave		8-7-16
Chucks Bawtlex	<i>[Signature]</i>	16439 N. 60th Ave		8-7-16
Don Sieples	<i>[Signature]</i>	16437 W. 60th Ave		8-7-16
JOAN PONCRAN	<i>[Signature]</i>	5937 W. KINGS AVE		8-7-16
MARY WENHAM	<i>[Signature]</i>	6003 W. Kings Ave		8-7-16
Richard Moon	<i>[Signature]</i>	1015 W Kings Ave		8-7-16
Theresa Johnson	<i>[Signature]</i>	6027 W. Kings Ave		8/07/16
Dony Jenkins	<i>[Signature]</i>	16451 W 60th Ave		8/07/16
CAROL HILL	<i>[Signature]</i>	6004 W. Kings Ave		8/7/16
RICHARD SEBACH	<i>[Signature]</i>	6016 W. Kings Ave		8/7/16
Scotty White	<i>[Signature]</i>	16408 W. Kings Ave		8/7/16
JOAN SALDO	<i>[Signature]</i>	16434 N. 60th Ave		8/7/16
Penelope Debra	<i>[Signature]</i>	16434 W 62nd Ave		8/7/16
Paul Cookman	<i>[Signature]</i>	16440 N 60th Ave		8/7/16

Printed Name	Signature	Address	Comment	Date
Roger A. Sharp	<i>[Signature]</i>	16441 N 62nd Ave		8-7-16
Sail Sharp	<i>[Signature]</i>	16441 N 62nd Ave		8-7-16
Dennis Reeves	<i>[Signature]</i>	16462 N 60th Ave		8-7-16
JANA PCTOSS	<i>[Signature]</i>	16462 N 60th Ave		8-7-16
Kelly Kane	<i>[Signature]</i>	16444 N 60th Ave		8-7-16
Belli Hart	<i>[Signature]</i>	16447 N 62 Ave		8-9-16
Purdy J Hart II	<i>[Signature]</i>	16447 N 62 Ave		8-9-16
VINCE THOMA	<i>[Signature]</i>	6103 W. JUNIPER AVE		8-9-16
ESTHER Thomas	<i>[Signature]</i>	6103 W. Juniper Av.		8-11-2016
Patricia Mick	<i>[Signature]</i>	6109 W. Juniper Ave.		8-11-2016
Sue m. moreno	<i>[Signature]</i>	16427 N 60th Ave		8-11-2016
Kimbalugato	<i>[Signature]</i>	16427 N 60th Ave		8-18-16
Marissa Lagato	<i>[Signature]</i>	16427 N 60th Ave		8-18-16
LUBE MORENO	<i>[Signature]</i>	16427 N 60 Ave		8-28-16
Felix Pithorch	<i>[Signature]</i>	16456 N 60 Ave		8/21/16
NANCY E RISCOPO	<i>[Signature]</i>	16468 N 60th Ave		8/21/16
TIM POLSON	<i>[Signature]</i>	6005 W. Juniper Ave		8/21/16
Anthony Amstrong	<i>[Signature]</i>	6023 W. Juniper Ave		8/21/16
LARRY GAINES	<i>[Signature]</i>	6115 W Juniper Ave		8/21/16
JUDY GAINES	<i>[Signature]</i>	6115 W Juniper Ave		8/21/16
LIZ MARES	<i>[Signature]</i>	16458 N 62nd Ave		8/21/16
Salvador Cuchero	<i>[Signature]</i>	6128 W. Juniper Ave		8-21-16
CONNIE JOSEY	<i>[Signature]</i>	6016 W. JUNIPER AVE		8-21-16
Connie Mayer	<i>[Signature]</i>	6016 W Juniper Ave		8-21-16
STEVEN PARKER	<i>[Signature]</i>	6002 W. Juniper Ave		8-23-16
Kathryn Parker	<i>[Signature]</i>	6002 W Juniper Ave		8-23-16
DENNIS YACKELL	<i>[Signature]</i>	16481 N 60th Ave		8-23-16

Petition to Stop the Building

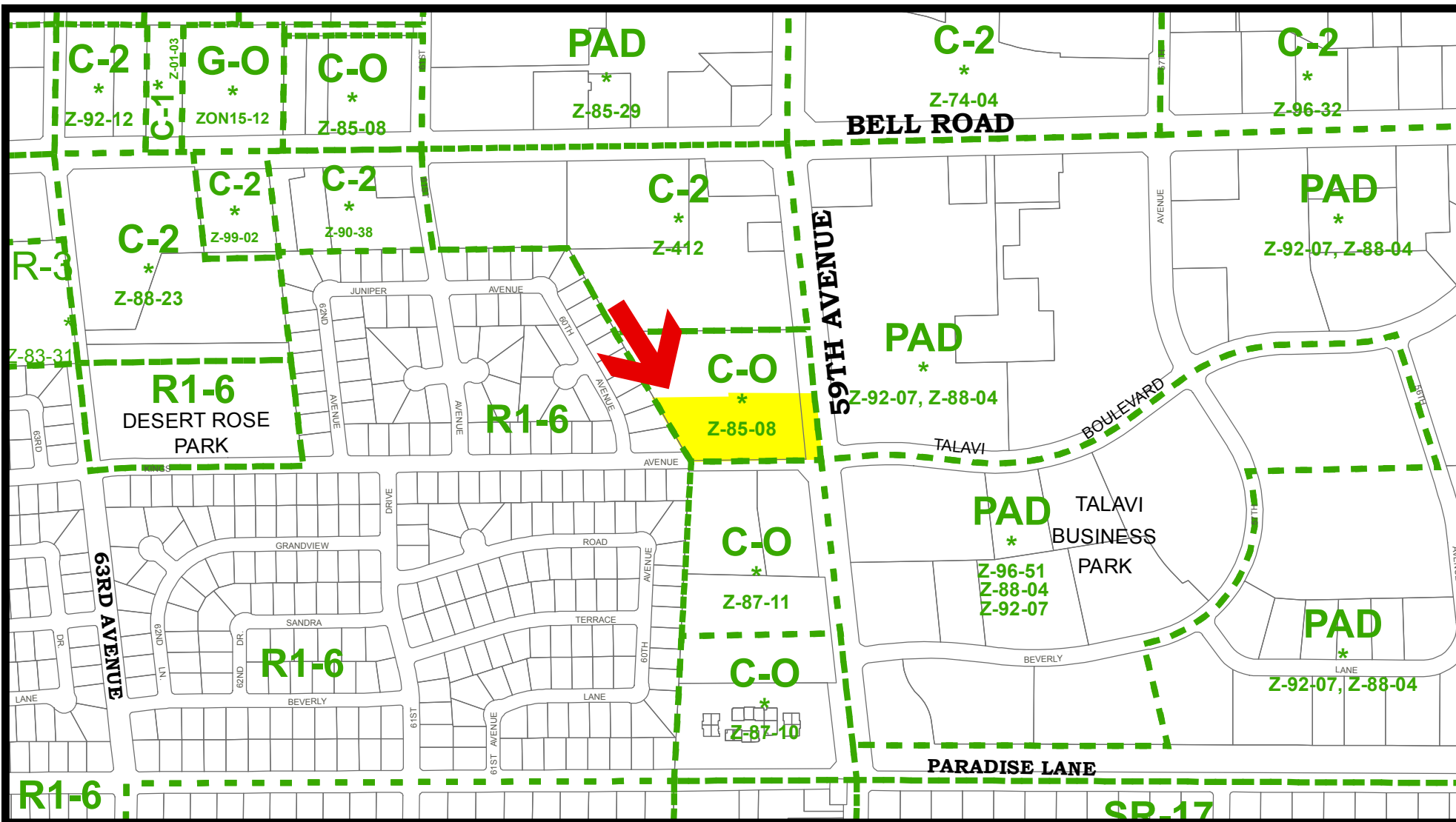
Petition summary and background

Say NO to BioLife Plasma Compensated Donation Center (NW Corner of 59th Ave. & Kings)

Action petitioning for

(1) Plasma centers are NOT blood banks & are NOT accredited by the American Association of Blood Banks (AABB). (They are not allowed to be because they BUY plasma) (2) Plasma Centers are NOT medical facilities. Plasma centers are NOT regulated under ANY Federal, State, County or City entity because they are not considered a Hospital OR a laboratory. (Hospitals and Labs are governed by the US. And AZ Departments of Health Services.) (3) People will come from all parts of the surrounding areas, (as many as 250 people each day, by Biolife's estimate,) increasing not only foot traffic, loitering, unwanted vehicle movement and the propensity for the use and distribution of illegal drugs. (4) Our properties and surrounding businesses could begin to experience theft, property damage, and unwanted nefarious behaviors and activities including shoplifting while our property values could drop, and many neighborhood streets will be used for business purposes instead of neighborhood traffic. Please help us to alert our Glendale city council that we are not a proponent of this plasma donation center and DO NOT want BIOLIFE to utilize the property at 16480 N. 59th Avenue for these reasons.

Printed Name	Signature	Address	Comment	Date
Neda Mozart	<i>Neda Mozart</i>	16449 N. 61st Ave	NOT RIGHT FOR OUR NEIGHBORHOOD	8/7/16
Lucia Mozart	<i>Lucia Mozart</i>	16449 N. 61st Ave	NOT HERE!	8/7/16
Hernan Mozart	<i>Hernan Mozart</i>	16449 N. 61st Ave	Will downgrade neighborhood	8/7/16
Micrrelle Mozart	<i>Micrrelle Mozart</i>	6017 W JUNIPER AVE	Decrease Property values!	8/7/16
Taylor Davis	<i>Taylor Davis</i>	6017 W JUNIPER AVE	would cause traffic	8-7-16
DAVID PATRICK	<i>David Patrick</i>	16436 N 61st AVE	NOT INTERESTED	8/7/16
Kevin Richards	<i>Kevin Richards</i>	16442 N. 61st AVE	Too much traffic now	8/7/16
Kim Richards	<i>Kim Richards</i>	16442 N. 61st AVE	"	8/7/16
BILL HITZEL	<i>Bill Hitzel</i>	16443 N 61st AVE	I DON'T WANT IT	8-20-16
Bridgette Rosenthal	<i>Bridgette Rosenthal</i>	16443 N 61st AVE	I Do NOT WANT IT	8-25-16
Patricia McDonald	<i>Patricia McDonald</i>	16555 N. 61st Ave	No!	8-20-16
Juanita Lacke	<i>Juanita Lacke</i>	16430 N. 61st Ave	NO!!	8-21-16
		16481 N 60 Ave	I do not want it	8-23-16



CASE NUMBER

ZON16-06



REQUEST

REZONE FROM C-O (COMMERCIAL OFFICE) TO G-O (GENERAL OFFICE).

LOCATION

16480 N. 59TH AVENUE



Aerial Date: October 2014



CASE NUMBER
ZON16-06





Legislation Description

File #: 16-671, Version: 1

ORDINANCE NO. O17-02

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON DISCOVERY DRIVE WEST OF 79TH AVENUE; DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE; AND DECLARING AN EMERGENCY.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance granting a new irrigation easement in favor of Salt River Project Agricultural Improvement and Power District (SRP) in the Discovery Drive alignment west of 79th Avenue; and declaring an emergency to provide for the changes to be effective January 11, 2017.

Background

For operational and safety concerns, Salt River Project Agricultural Improvement and Power District (SRP) is going to pipe an open irrigation ditch south of Discovery School. An associated structure will be located in the Discovery Drive alignment approximately 600 feet west of 79th Avenue. SRP is requesting an irrigation easement from the city in order to construct the structure within the current Discovery Drive right-of-way.

Analysis

Staff recommends granting the irrigation easement. There will be no impact on city departments, staff or service levels as a result of this action.

Budget and Financial Impacts

There are no costs incurred to the city for this action.

ORDINANCE NO. 017-02

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON DISCOVERY DRIVE WEST OF 79TH AVENUE; DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE; AND DECLARING AN EMERGENCY.

WHEREAS, the Salt River Project Agricultural Improvement and Power District (“SRP”) wishes to construct an irrigation structure to pipe an open irrigation ditch south of a school on Discovery Drive; and

WHEREAS, SRP wishes to locate the new irrigation within the City’s Discovery Drive right-of-way, as depicted in the attached map and legally described in Exhibit A; and

WHEREAS, the City has determined that granting SRP this irrigation will address operational and public safety concerns and that it is in the public interest; and

WHEREAS, time is of the essence in constructing the irrigation structure during SRP’s seasonal “dry-up,” which is expected to begin on January 4, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves entering into the Irrigation Easement attached hereto and legally described in Exhibit B and directs that the City Manager to execute said Easement on behalf of the City.

SECTION 2. That the City Council authorizes the City Manager to execute and deliver the same to SRP so that SRP may record the Irrigation Easement with the Maricopa County Recorder’s Office. SRP shall provide a copy of the recorded Irrigation Easement to the City Clerk once it is filed with the Maricopa County Recorder.

SECTION 3. That the City Clerk is instructed and authorized to forward a certified copy of this Ordinance and Irrigation Easement for recording to the Maricopa County Recorder’s Office.

SECTION 4. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of January, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

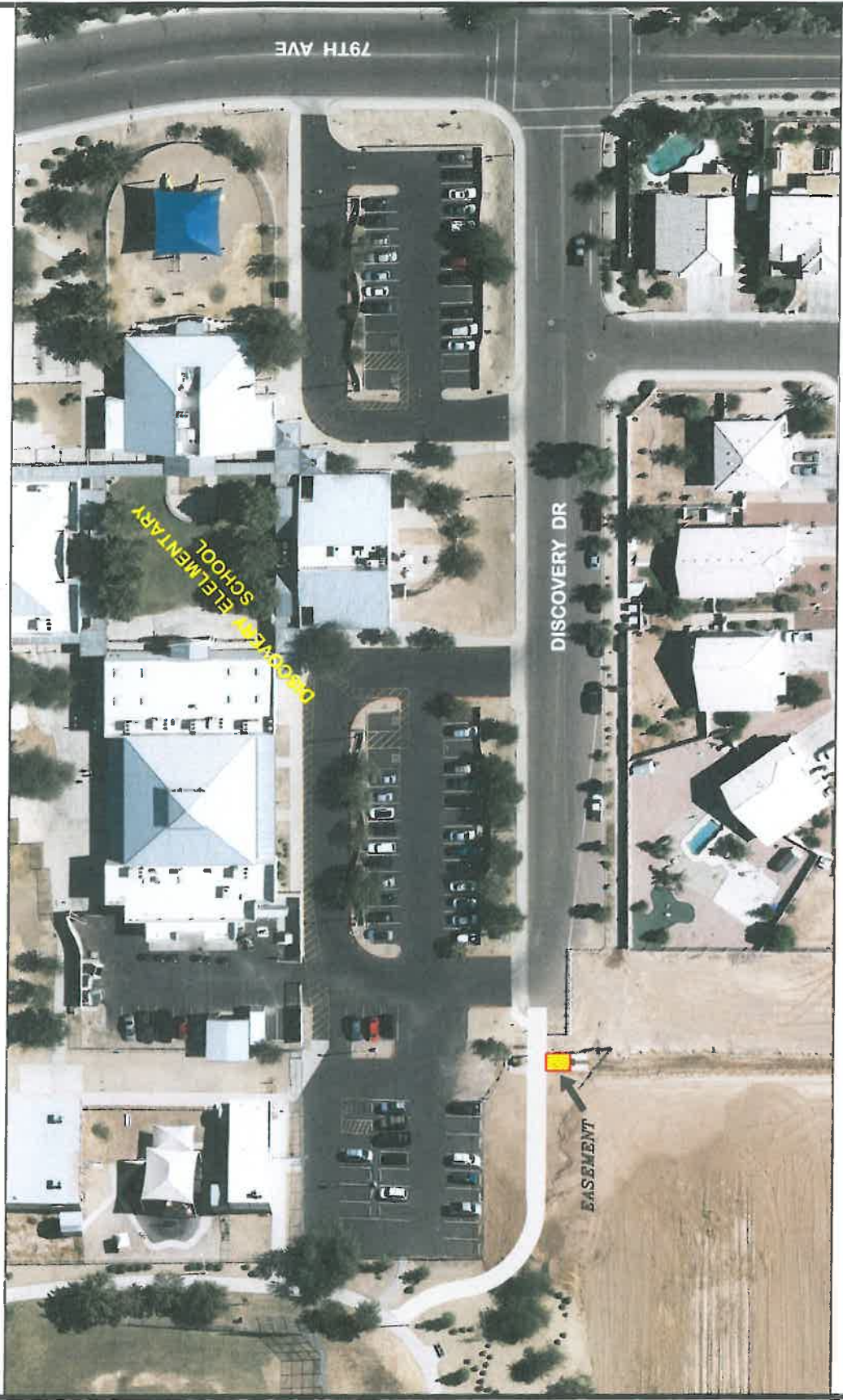
APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

EXHIBIT A



**IRRIGATION EASEMENT DEDICATION TO
SALT RIVER PROJECT**



EXHIBIT B

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB348
P. O. Box 52025
Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County

R/W # 481 Agt. JAG

Job # LJ63623

W JAG C RJA

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF GLENDALE, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate, repair, and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said easement, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said easement and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above. Grantee shall pay all costs and expenses of any relocation of the irrigation facilities requested by Grantee.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.

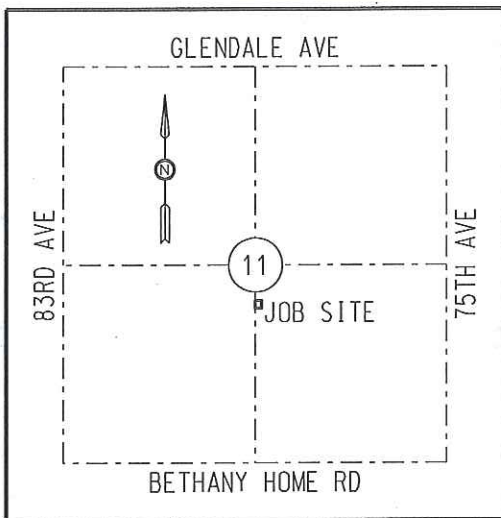
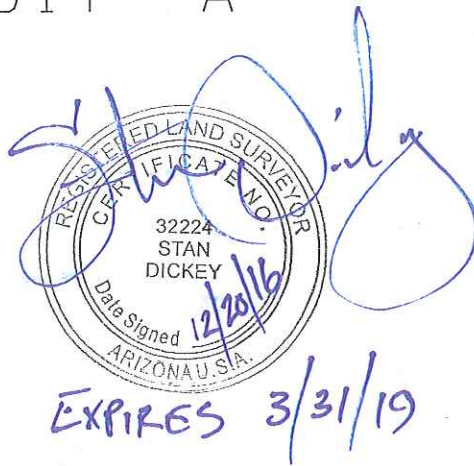
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas, subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

If Grantee performs excavation activities on the easement areas and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, Grantee will promptly restore such improvements to as close to their condition prior to such damage as is reasonably possible at the expense of Grantee.

4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

EXHIBIT "A"



VICINITY MAP (NTS)
 T2N R1E
 G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- LIMITS OF IRRIGATION EASEMENT
- EXISTING EASEMENT
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

APN	ASSESSOR PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
FD	FOUND
LVI	LAST VISUAL INSPECTION
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
NTS	NOT TO SCALE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT


SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP JOB NUMBER: W1379901-017	SCALE: NTS	
AMP W/O NUMBER: W1379901-017	SHEET: 1 OF 2	PIPING 600' OF OPEN DITCH SW1/4 & SE1/4 SECTION 11 T.2 N., R.1 E 4.4 EAST - 10.4 NORTH
AGENT: GRAVEL	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: #2	
CHECKED BY:	CREW CHIEF: WHITMOYER	
DATE: 12-19-16	FIELD DATE: 5-3-10	

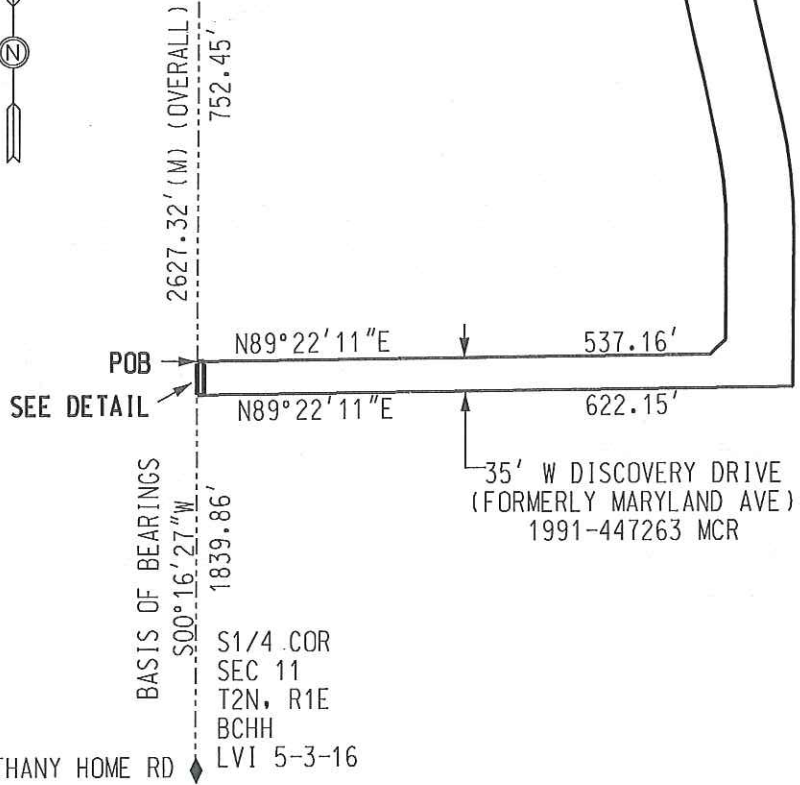
EXHIBIT "A"



EXPIRES 3/31/19



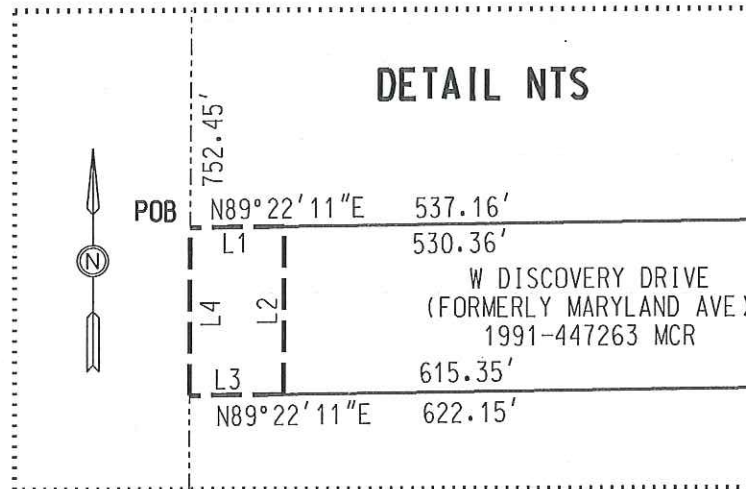
POC C1/4 COR
SEC 11 T2N, R1E
FD IRON BAR W/ CAP
LVI 2-9-16



LINE TABLE

L1	N89°22'11"E	6.80'
L2	S00°16'27"W	35.01'
L3	S89°22'11"W	6.80'
L4	N00°16'27"E	35.01'

DETAIL NTS




SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP JOB NUMBER: W1379901-017	SCALE: NTS	
AMP W/O NUMBER: W1379901-017	SHEET: 2 OF 2	PIPING 600' OF OPEN DITCH SW1/4 & SE1/4 SECTION 11 T.2 N., R.1 E 4.4 EAST - 10.4 NORTH
AGENT: GRAVEL	SHEET SIZE: 8.5"x11"	
DRAWN: TODARO	REVISION: #2	
CHECKED BY:	CREW CHIEF: WHITMOYER	
DATE: 12-19-16	FIELD DATE: 5-3-10	

EXHIBIT "A"
LEGAL DESCRIPTION
SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT

Irrigation Easement

Date: 08/31/2016

SRP Job Name: PIPING 600' OF OPEN DITCH

SE1/4 Section 11 T2N, R1E

A parcel of land located within the Southeast Quarter (SE1/4) of Section 11, Township 2 North (T2N), Range 1 East (R1E), of the Gila and Salt River Meridian, Maricopa County, Arizona and being more particularly described as follows:

COMMENCING at the Center Quarter Corner of said Section 11, being a found Iron Bar with Cap, from which the South Quarter Corner of Section 11 T2N, R1E, being a found Brass Cap in Handhole bears S00°16'27"W(Basis of Bearings), a distance of 2627.32 feet (measured);

THENCE S00°16'27"W along the North/South midsection line of said Section 11, a distance of 752.45 feet to the northerly line of a 35.00 foot Right of Way described in Maricopa County Recorder document number 1991-447263, and to the **POINT OF BEGINNING**;

THENCE N89°22'11"E, along the northerly line of said 35 foot right of way, a distance of 6.80 feet;

THENCE S00°16'27"W, along a line parallel with and 6.80 feet east of said North/South midsection line of said Section 11, a distance of 35.01 feet;

THENCE S89°22'11"W, along the southerly line of said 35.00 foot Right of Way, a distance of 6.80 feet;

THENCE N00°16'27"E, along said North/South midsection line of said Section 11, a distance of 35.01 feet to the **POINT OF BEGINNING**.

Containing within said bounds 0.01 acres, more or less

END OF DESCRIPTION

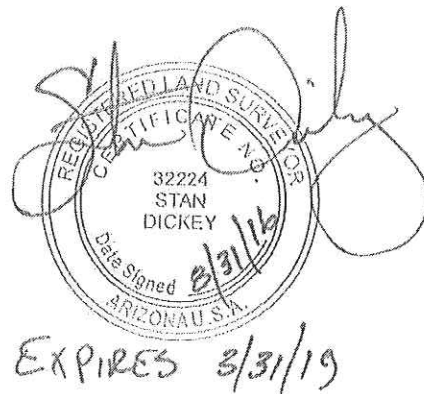
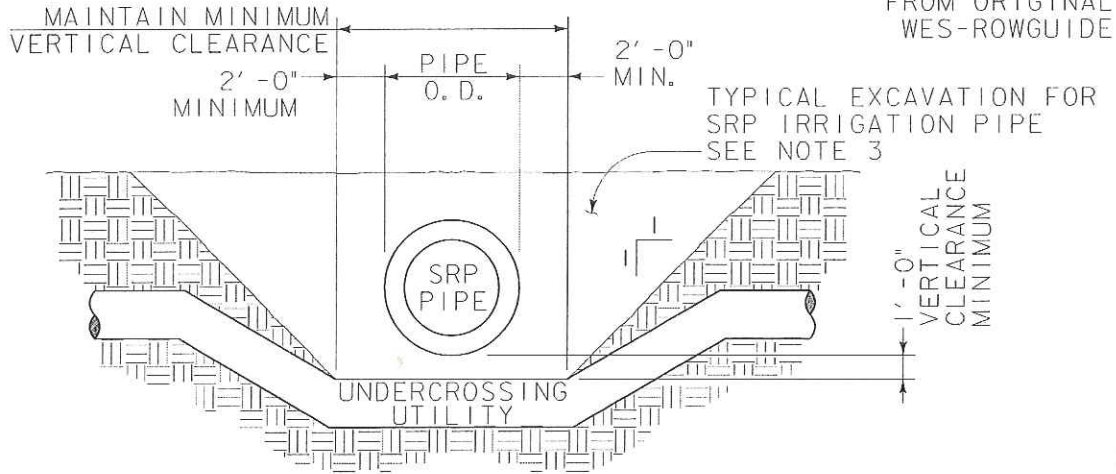


EXHIBIT B

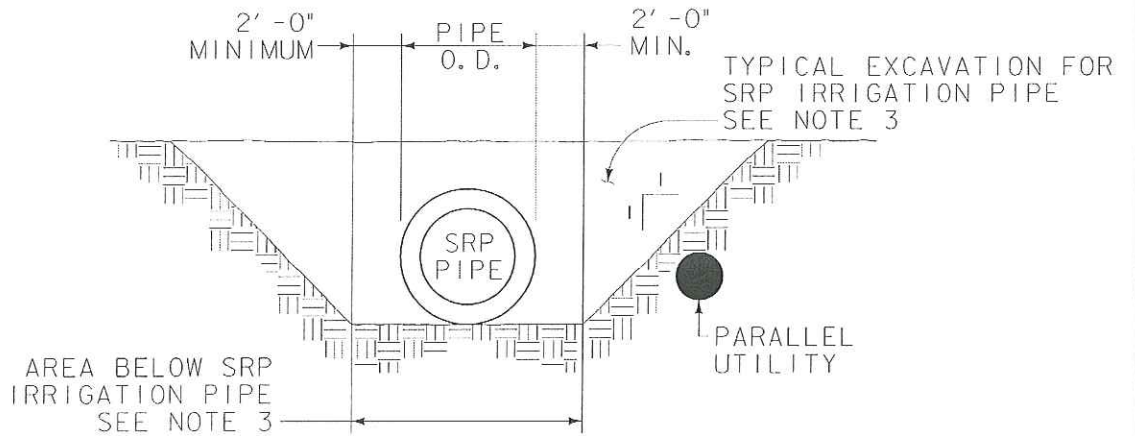
(PAGE 1 OF 2)

REV NO.	DATE
5	06/08/11

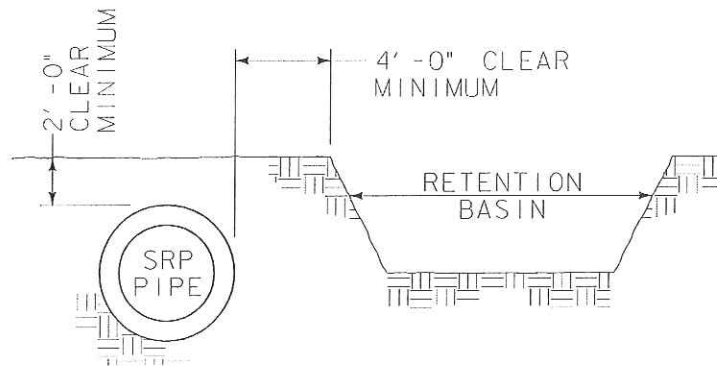
DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



PIPELINE - UTILITY CROSSING



PIPELINE - PARALLEL UTILITY



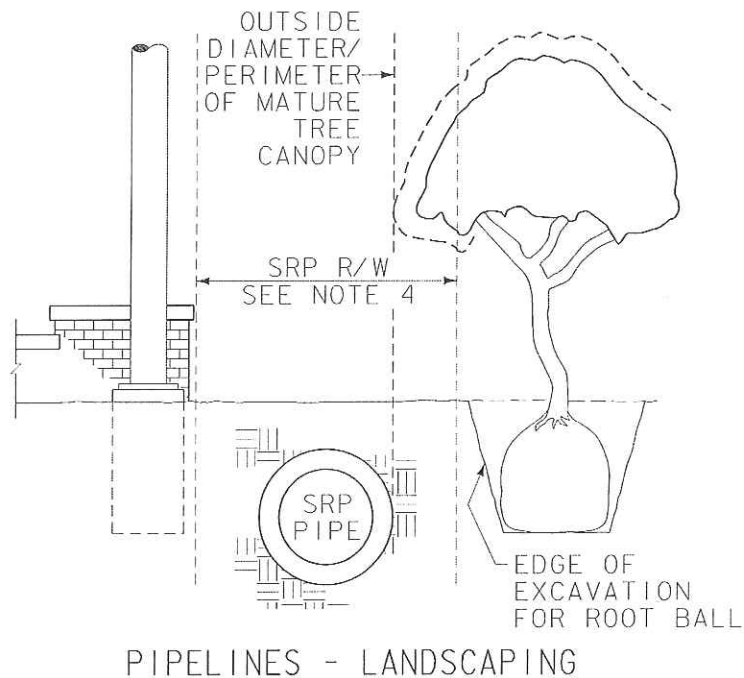
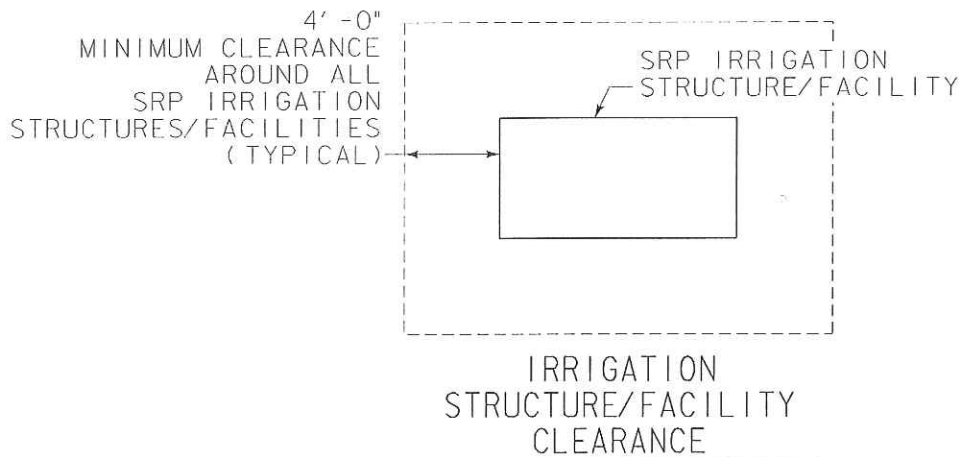
PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)

REV NO.	DATE
5	06/08/11

DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-5799 REGARDING LICENSES FOR SITES LOCATED NORTH AND SOUTH OF THE SALT RIVER.



Legislation Description

File #: 16-672, **Version:** 1

ORDINANCE NO. O17-03

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED FOR RIGHT OF WAY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 59TH AND NORTHERN AVENUES AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting right-of-way along southbound 59th Avenue approximately 250 feet north of Northern Avenue and along westbound Northern Avenue approximately 600 feet west of 59th Avenue.

Background

Francis & Sons I, LLC, an Arizona limited liability company, the owner of a proposed commercial development at the northwest corner of 59th Avenue and Northern Avenue, is required to construct street improvements along 59th Avenue and Northern Avenue to meet current arterial street design requirements. The owner, Francis & Sons I, LLC, has agreed to dedicate additional right-of-way in order for the City to maintain this portion of the street.

Analysis

Staff recommends accepting the additional right-of-way along 59th Avenue and along Northern Avenue. There will be little impact on City departments, staff or service levels as a result of this action.

Previous Related Council Action

City Council took action to accept and take title to the current Northern Avenue right-of-way per Ordinance No. 123, passed, adopted and approved by City Council on March 9, 1953. City Council took action to accept and take title to the current 59th Avenue right-of-way per Ordinance 123, and per Ordinance No. 211, passed, adopted and approved by City Council on September 28, 1959.

Budget and Financial Impacts

There are no costs incurred to the city for this action. Minimal costs may be incurred by the City in the future to maintain and repair the additional street improvements.

ORDINANCE NO. 017-03

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A WARRANTY DEED FOR RIGHT OF WAY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 59TH AND NORTHERN AVENUES AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, the City Council took action to accept and take title to the current 59th Avenue right-of-way north of Northern Avenue and Northern Avenue right-of-way west of 59th Avenue per Ordinance 123, passed, adopted and approved by City Council on March 9, 1953 and per Ordinance 211, passed, adopted and approved on September 28, 1959; and

WHEREAS, the owner, Francis & Sons I, LLC, an Arizona limited liability company, will construct improvements outside of the current 59th Avenue right-of-way north of Northern Avenue and outside of the current Northern Avenue right-of-way west of 59th Avenue; and

WHEREAS, Francis & Sons I, LLC, has agreed to dedicate additional right-of-way so these new street improvements will be located within the City's right-of-way, allowing the City to maintain these street improvements once their construction is complete.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. Francis & Sons I, LLC, an Arizona limited liability company, will construct certain street improvements along 59th Avenue and Northern Avenue.

SECTION 2. These street improvements will be located within City rights-of-way depicted in the map attached as Exhibit A and will be operated and maintained by the City once their construction is complete.

SECTION 3. The City Council hereby authorizes and instructs the City Manager to execute the Warranty Deed, which is attached hereto as Exhibit B, granting the rights-of-way described herein to the City.

SECTION 4. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

SECTION 5. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of January, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

EXHIBIT A



**RIGHT OF WAY ACCEPTANCE
59TH AND NORTHERN AVENUES**



EXHIBIT B

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

WARRANTY DEED

For Ten Dollars and other valuable consideration, I or We, Francis & Sons, I, LLC, an Arizona limited liability company, do hereby convey to the City of Glendale, an Arizona Municipal Corporation, all right, title and interest to and in that certain parcel of Real Property situated in Maricopa County and described as follows:

See Attached Description, "Exhibit A"

It is the intention of the parties to cause the real property on said Exhibit "A" to be dedicated as **public right of way for roadway purposes**, and to vest title in fee simple in the City of Glendale in Trust, for all the uses contemplated in public street dedication.

And I or We do warrant the title against all persons whomsoever, subject only to those encumbrances or liens of record, or as above set forth, if any.

Dated this _____ day of _____, _____.

By: Ehab Francis
Its: Manager

Exempt Pursuant to A.R.S. §11-1134 (A)(3)

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by Ehab Francis, Manager, who acknowledged that he executed this instrument for the purposes therein contained.

Notary Public

My commission expires:

59th Avenue and Northern Avenue

EXHIBIT "A"

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31;

THENCE SOUTH 88 DEGREES 54 MINUTES 31 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 667.31 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31;

THENCE NORTH 00 DEGREES 12 MINUTES 15 SECONDS EAST, A DISTANCE OF 40.07 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF SAID SECTION 31, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 04 MINUTES 08 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE NORTH 88 DEGREES 54 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH 65.00 FEET OF SAID SECTION 31, A DISTANCE OF 562.63 FEET;

THENCE NORTH 44 DEGREES 22 MINUTES 13 SECONDS EAST, A DISTANCE OF 56.11 FEET;

THENCE NORTH 00 DEGREES 09 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF THE EAST 65.00 FEET OF SAID SECTION 31, A DISTANCE OF 224.00 FEET;

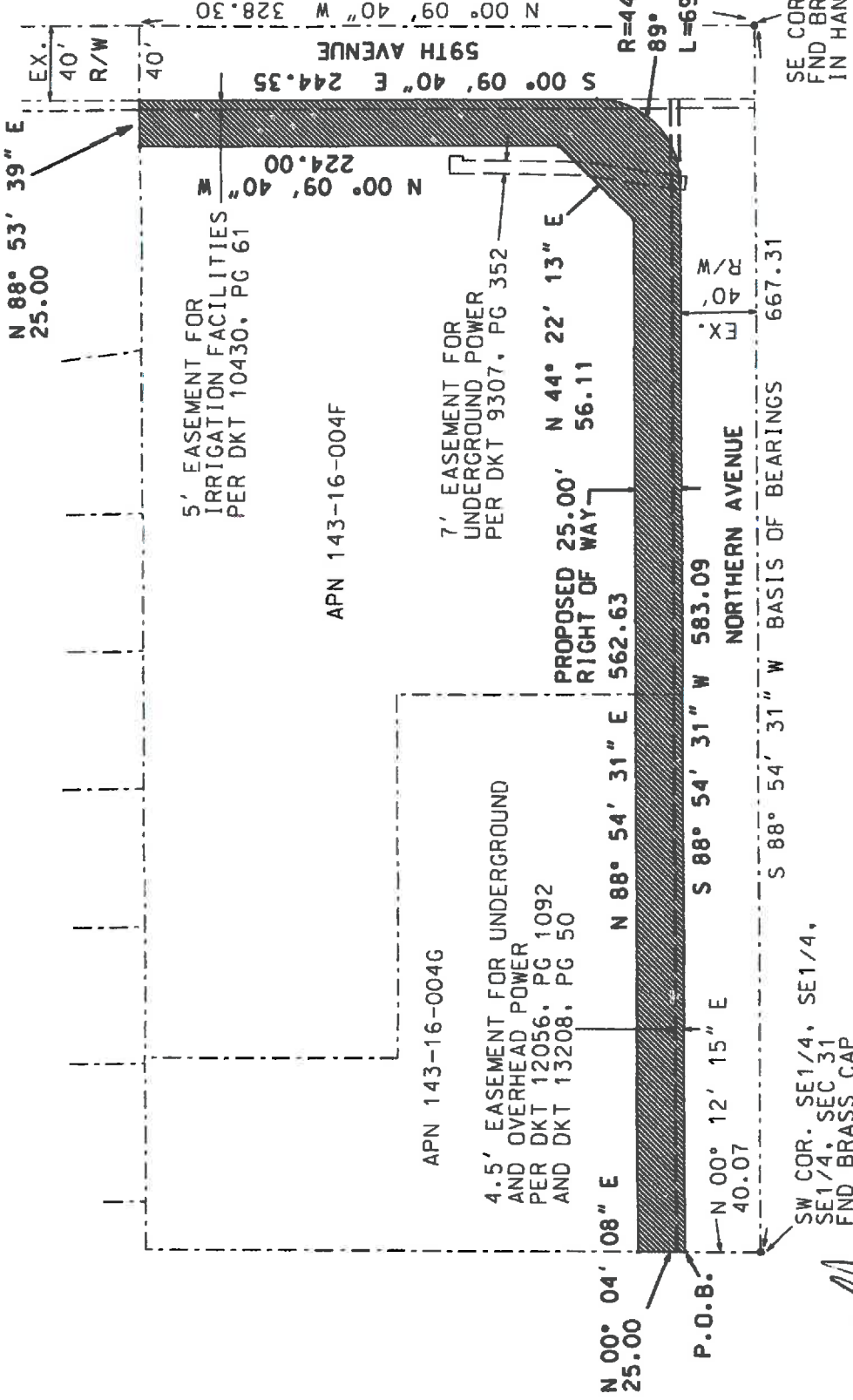
THENCE NORTH 88 DEGREES 53 MINUTES 39 SECONDS EAST, A DISTANCE OF 25.00 FEET;

THENCE SOUTH 00 DEGREES 09 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF THE EAST 40.00 FEET OF SAID SECTION 31, A DISTANCE OF 244.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS BEARS SOUTH 89 DEGREES 48 MINUTES 28 SECONDS WEST, A DISTANCE OF 44.71 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89 DEGREES 06 MINUTES 30 SECONDS, AN ARC DISTANCE OF 69.53 FEET;

THENCE SOUTH 88 DEGREES 54 MINUTES 31 SECONDS WEST, ALONG THE NORTH LINE OF THE SOUTH 40.00 FEET OF SAID SECTION 31, A DISTANCE OF 583.09 FEET TO THE POINT OF BEGINNING.





BRH Surveying, L.L.C.
 BRUCE R. HEYSE, R.L.S.
 LAND SURVEYING
 1915 E. VELVET DRIVE
 TEMPE, ARIZONA 85284
 602-206-0963
 BHEYSE6565@MSN.COM

LEGAL EXHIBIT
 PROPOSED RIGHT OF WAY
 NORTHERN AVE AND 59TH AVE

DATE: 11/21/2016 PROJ#: 221-243

SE COR. SEC. 31
 FND BRASS CAP
 IN HAND HOLE

SW COR. SE1/4, SE1/4,
 SE1/4, SEC 31
 FND BRASS CAP
 IN HAND HOLE

APN 143-16-004F

APN 143-16-004G

5' EASEMENT FOR
 IRRIGATION FACILITIES
 PER DKT 10430, PG 61

7' EASEMENT FOR
 UNDERGROUND POWER
 PER DKT 9307, PG 352

4.5' EASEMENT FOR UNDERGROUND
 AND OVERHEAD POWER
 PER DKT 12056, PG 1092
 AND DKT 13208, PG 50

PROPOSED 25.00'
 RIGHT OF WAY

N 00° 04' 08" E
 25.00

P.O.B.

N 00° 12' 15" E
 40.07

N 88° 54' 31" E
 562.63

S 88° 54' 31" W
 583.09

NORTHERN AVENUE

S 88° 54' 31" W BASIS OF BEARINGS 667.31

R/W
 EX 40'

N 44° 22' 13" E
 56.11

R=44.71

89° 06' 30"

L=69.53

S 00° 09' 40" E 244.35

N 00° 09' 40" W 224.00

EX. 40'

R/W

40'

N 00° 09' 40" W 328.30

59TH AVENUE



Legislation Description

File #: 16-673, Version: 1

ORDINANCE NO. O17-04

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON 59TH AND OLIVE AVENUE INTERSECTION AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE AND SAID EASEMENT AND DECLARING AN EMERGENCY.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance granting a new irrigation easement in favor of Salt River Project Agricultural Improvement and Power District (SRP) at 59th and Olive Avenues intersection; and declaring an emergency to provide for the changes to be effective January 11, 2017.

Background

The City will be constructing bus pullouts and right turn lanes within right-of-way in order to increase the traffic capacity of the intersection. To construct these improvements, Salt River Project Agricultural Improvement and Power District (SRP) is upgrading their pipe and requiring the City to provide a new irrigation easement to maintain and protect its facilities.

Analysis

Staff recommends granting the irrigation easement. The City will be able to construct a bus pullout and right turn lane over SRP irrigation facilities. There will be no impacts to City departments, staff, or service levels as a result of this action.

Budget and Financial Impacts

There are no costs incurred to the city for this action.

ORDINANCE NO. O17-04

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON 59TH AND OLIVE AVENUE INTERSECTION AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE AND SAID EASEMENT AND DECLARING AN EMERGENCY.

WHEREAS, the City wishes to construct a bus pullout and right turn lane at the intersection of 59th and Olive Avenues; and

WHEREAS, constructing these improvements requires the relocation of a pipeline used by the Salt River Project Agricultural Improvement and Power District ("SRP") to convey irrigation waters to downstream users currently within the City's right-of-way; and

WHEREAS, the City and SRP agree that the new irrigation structure should be relocated within the City's right-of-way as depicted in the attached map in Exhibit A; and

WHEREAS, the City has determined that granting SRP this new irrigation easement will allow the City to construct the desired bus pullout and right turn lane, as well as address operational and public safety concerns and that it is in the public interest; and

WHEREAS, time is of the essence in constructing the irrigation structure during SRP's seasonal "dry-up," which is expected to begin on January 4, 2017.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves entering into the Irrigation Easement attached hereto as Exhibit B and directs that the City Manager to execute said Easement on behalf of the City.

SECTION 2. That the City Clerk is instructed and authorized to forward a certified copy of this Ordinance and Irrigation Easement for recording to the Maricopa County Recorder's Office.

SECTION 3. That the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of January, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

EXHIBIT A



59TH & OLIVE SRP IRRIGATION EASEMENTS

EXHIBIT B

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB348

P. O. Box 52025

Phoenix, Arizona 85072-2025

IRRIGATION EASEMENT

Maricopa County

R/W # 839 Agt. MEK

Job # LJ64298

W _____ C _____

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF GLENDALE, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate, repair, and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said easement, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said easement and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above. Grantee shall pay all costs and expenses of any relocation of the irrigation facilities requested by Grantee.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.

2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas, subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

If Grantee performs excavation activities on the easement areas and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, Grantee will promptly restore such improvements to as close to their condition prior to such damage as is reasonably possible at the expense of Grantee.

4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

5. Grantor represents and warrants that it has the right, power, and authority to enter into and perform this Agreement and to grant Grantee the rights to use the Easement Area as described herein. If Grantee's right to use the Easement Area, in accordance with the provisions of this Agreement is challenged, Grantor shall take all actions necessary to allow Grantee to continue to use the Easement Area for its Facilities with the same rights and privileges as described in this Agreement. If Grantor determines to abandon the right of way in which the Easement Area is located ("Abandoned ROW"), Grantor shall cause the new fee title owner of the Abandoned ROW to grant, or otherwise acknowledge the existence of, a first priority easement vested in Grantee, authorizing Grantee's use of the Easement Area as described herein.

To the Extent not prohibited by law or expressly excepted herein, the City of Glendale, an Arizona municipal corporation (and any successor public body designated by or pursuant to law), shall indemnify, release and hold harmless, Grantee, Salt River Project Agricultural Improvement and Power District, Salt River Valley Water Users' Association and the United States of America ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage, loss, cost, expense suit, fine, penalty or liability of every kind or nature ("Liabilities"), regardless of whether caused in whole or in part by one or more indemnitees, as a result of any claim, demand, lawsuit or action of any kind whether such Liabilities are to person or property, arising out of, resulting from or caused by any defect of deficiency in (i) Grantor's right, power, or authority to grant Grantee the rights to use the Easement Area as described herein, or (ii) Grantor's title to the real property underlying the Easement Area, including but not limited to any Liabilities relating to claims of trespass or inverse condemnation. Such obligation to indemnify shall extend to and encompass all costs incurred by indemnitees in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this Agreement.

IN WITNESS WHEREOF, **THE CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____, _____.

THE CITY OF GLENDALE,
an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney for the City of
Glendale

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned, personally appeared _____, as _____, of **THE CITY OF GLENDALE**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

Notary Public

My Commission Expires:

Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

SRP Job #
City of Glendale

EXHIBIT A

**LEGAL DESCRIPTION FOR
SRP EASEMENT - 59th Avenue and Olive Avenue**

Parcel No. 1

That part of the Northeast quarter of Section 31, Township 3 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 31 (brass cap in handhole) from which the North quarter corner of said Section 31 (brass cap in handhole) bears South 88°43'51" West, 2637.96 feet;

thence South 88°43'51" West, 62.03 feet along the North line of said Section 31;

thence departing said North line of Section 31, South 01°16'09" East, 55.00 feet to the South line of the North 55.00 feet of said Section 31 and the POINT OF BEGINNING;

South 88°43'51" West, 27.36 feet along said South line of the North 55.00 feet of Section 31;

thence departing said South line of the North 55.00 feet of Section 31, North 44°17'29" West, 13.68 feet to the South line of the North 45.00 feet of said Section 31;

thence South 88°43'51" West, 257.18 feet along said South line of the North 45.00 feet of Section 31;

thence departing said South line of the North 45.00 feet of Section 31, North 00°12'39" West, 20.00 feet to the South line of the North 25.00 feet of said Section 31;

thence North 88°43'51" East, 265.50 feet along said South line of the North 25.00 feet of Section 31;

thence departing said South line of the North 25.00 feet of Section 31, South 44°17'29" East, 41.03 feet to the POINT OF BEGINNING.

Said Parcel No. 1 contains 5,774 square feet or 0.1326 acres more or less.

Parcel No. 2

That part of the Northeast quarter of Section 31, Township 3 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 31 (brass cap in handhole) from which the East quarter corner of said Section 31 (aluminum cap in handhole) bears South 00°12'39" East, 2620.72 feet;

thence South 00°12'39" East, 56.03 feet along the East line of said Section 31;

thence departing said East line of Section 31, South 89°47'21" West, 35.00 feet to the West line of the East 35.00 feet of said Section 31 and the POINT OF BEGINNING;

thence South 00°12'39" East, 32.35 feet along said West line of the East 35.00 feet of Section 31;

thence departing said West line of the East 35.00 feet of Section 31, North 89°47'21" East, 7.00 feet to the West line of the East 28.00 feet of said Section 31;

thence South 00°12'39" East, 267.52 feet along said West line of the East 28.00 feet of Section 31;

thence departing said West line of the East 28.00 feet of Section 31, North 89°47'21" East, 3.00 feet to the West line of the East 25.00 feet of said Section 31;

thence South 00°12'39" East, 42.00 feet along said West line of the East 25.00 feet of Section 31;

thence departing said West line of the East 25.00 feet of Section 31, South 89°47'21" West, 20.00 feet to the West line of the East 45.00 feet of said Section 31;

thence North 00°12'39" West, 42.00 feet along said West line of the East 45.00 feet of Section 31;

thence departing said West line of the East 45.00 feet of Section 31, South 88°43'51" West, 3.00 feet to the West line of the East 48.00 feet of said Section 31;

North 00°12'39" West, 254.00 feet along said the West line of the East 48.00 feet of Section 31;

thence departing said West line of the East 48.00 feet of Section 31, South 89°47'21" West, 7.00 feet to the West line of the East 55.00 feet of said Section 31;

North 00°12'39" West, 45.92 feet along said West line of the East 55.00 feet of Section 31;

thence departing said West line of the East 55.00 feet of Section 31, North 89°47'21" East, 20.00 feet to the POINT OF BEGINNING.

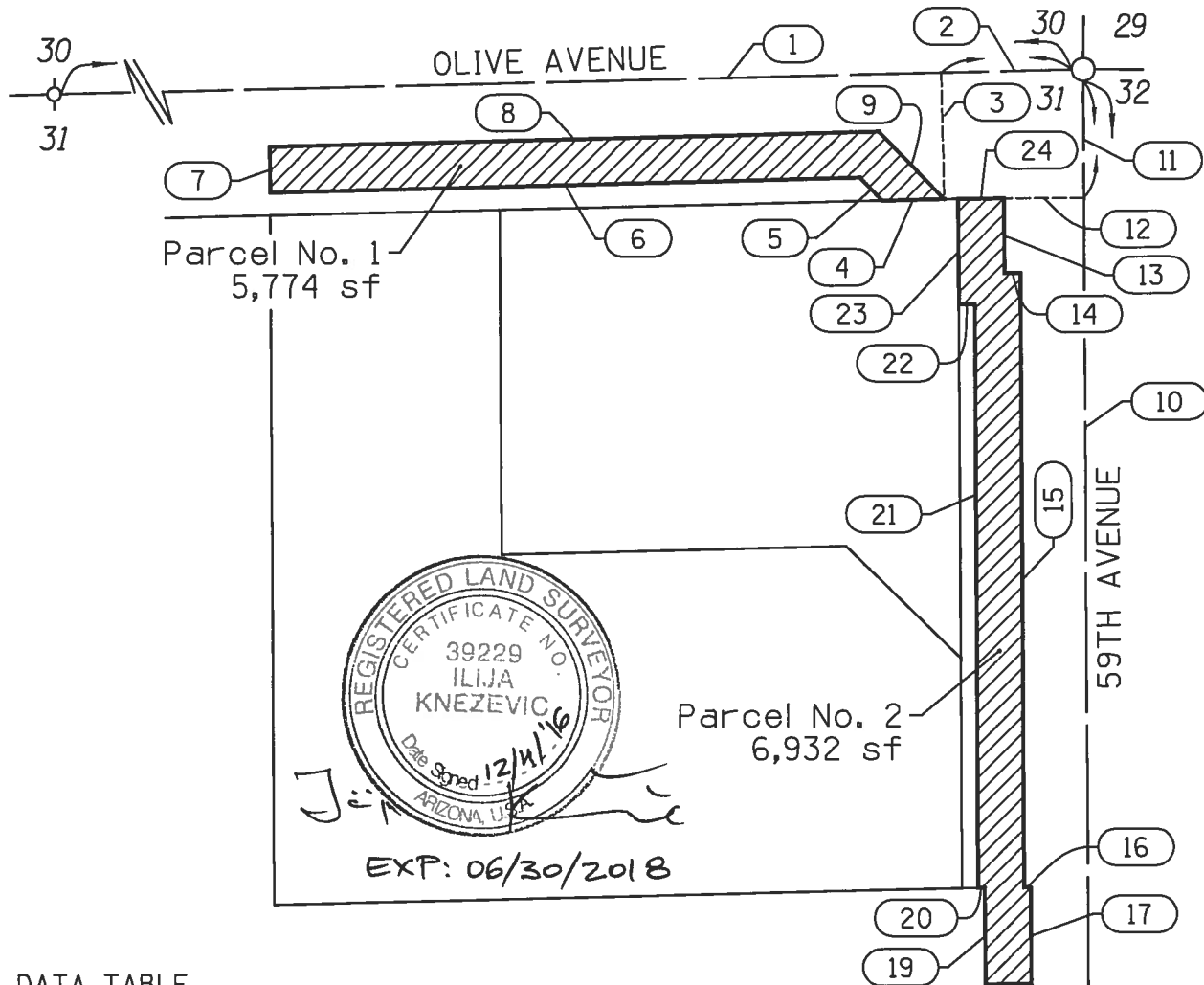
Said Parcel No. 2 contains 6,932 square feet or 0.1591 acres more or less.

Said Parcel Nos. 1 and 2 contain a total of 12,706 square feet or 0.2917 acres more or less.



EXHIBIT MAP

LEGAL DESCRIPTION FOR SRP EASEMENT 59th Avenue & Olive Avenue



DATA TABLE

1	S88° 43' 51" W	2637.96'	13	S00° 12' 39" E	32.35'
2	S88° 43' 51" W	62.03'	14	N89° 47' 21" E	7.00'
3	S01° 16' 09" E	55.00'	15	S00° 12' 39" E	267.52'
4	S88° 43' 51" W	27.36'	16	N89° 47' 21" E	3.00'
5	N44° 17' 29" W	13.68'	17	S00° 12' 39" E	42.00'
6	S88° 43' 51" W	257.18'	18	S89° 47' 21" W	20.00'
7	N00° 12' 39" W	20.00'	19	N00° 12' 39" W	42.00'
8	N88° 43' 51" E	265.50'	20	S88° 43' 51" W	3.00'
9	S44° 17' 29" E	41.03'	21	N00° 12' 39" W	254.00'
10	S00° 12' 39" E	2620.72'	22	S89° 47' 21" W	7.00'
11	S00° 12' 39" E	56.03'	23	N00° 12' 39" W	45.92'
12	S89° 47' 21" W	35.00'	24	N89° 47' 21" E	20.00'

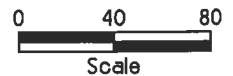
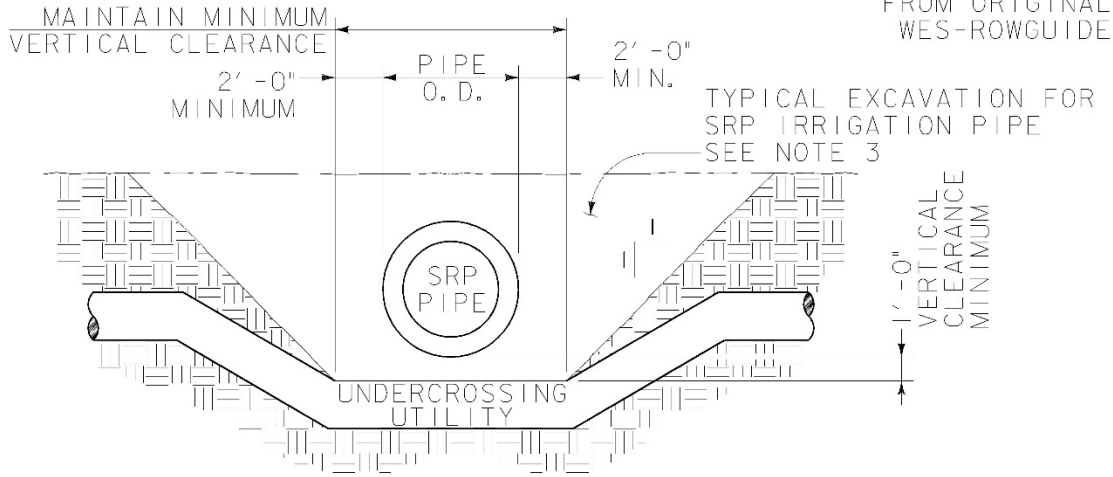


EXHIBIT B

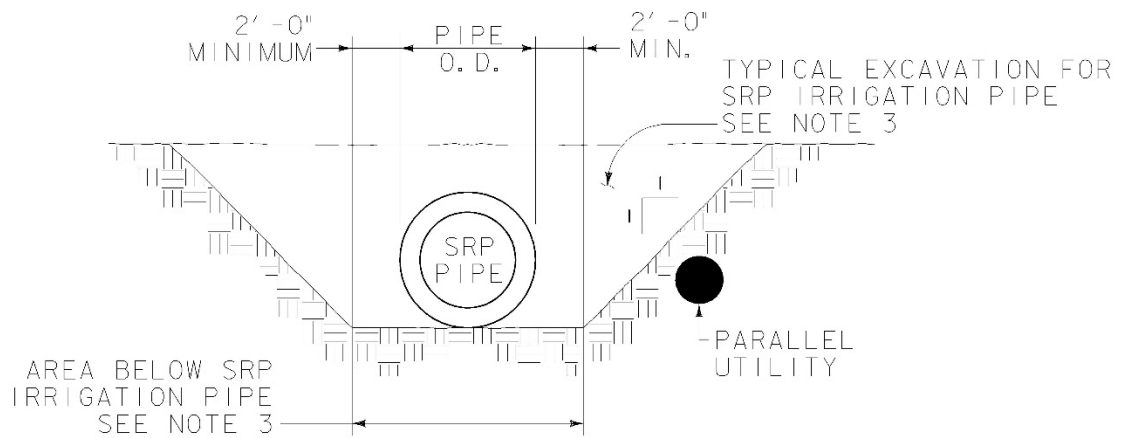
(PAGE 1 OF 2)

REV NO.	DATE
5	06/08/11

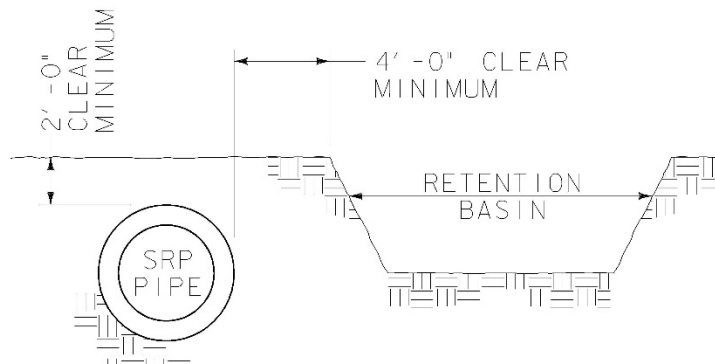
DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



PIPELINE - UTILITY CROSSING



PIPELINE - PARALLEL UTILITY



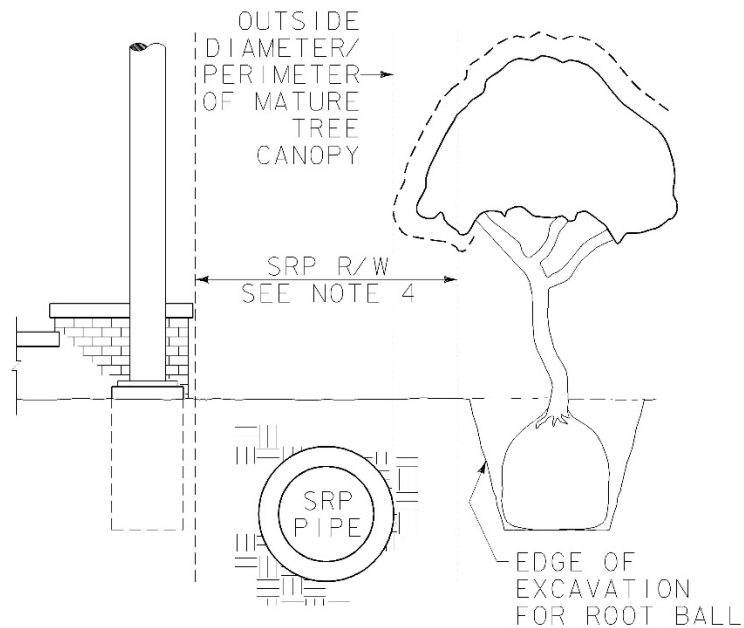
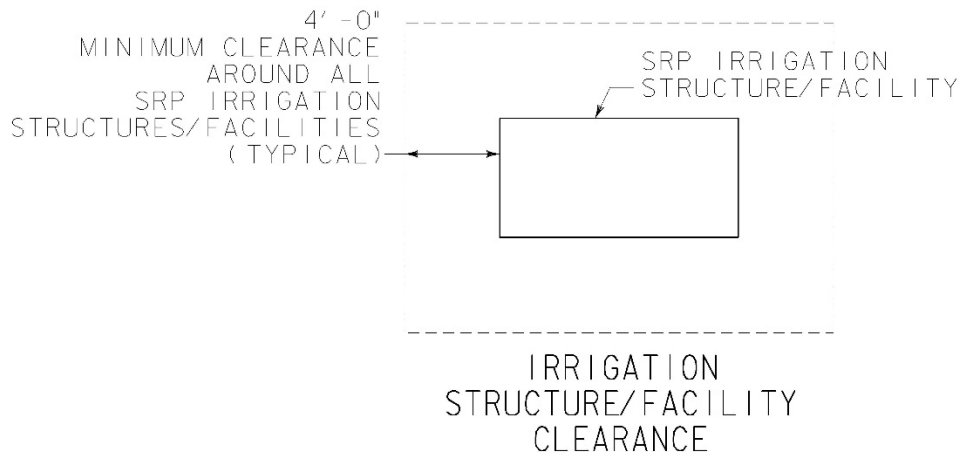
PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)

REV NO.	DATE
5	06/08/11

DWG REFERENCED FROM ORIGINAL WES-ROWGUIDE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-5799 REGARDING LICENSES FOR SITES LOCATED NORTH AND SOUTH OF THE SALT RIVER.



Legislation Description

File #: 16-569, Version: 1

COUNCIL SELECTION OF VICE MAYOR

Staff Contact: Brent Stoddard, Director, Public Affairs

Purpose and Recommended Action

In accordance with the Charter and pursuant to City Council Guidelines, Council will designate among its members a Vice Mayor. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, designate one of its members as Vice Mayor.

Background

Mayor and Council adopted the City Council Guidelines at the May 26, 2009 Council meeting and amended Section 8 pertaining to selection of the Vice Mayor on February 24, 2015. The Guidelines regarding the appointment of a Vice Mayor, Section 8, state as follows:

The Vice Mayor is selected by a majority vote of the Council. Effective August 13, 2013, at the first workshop of January in each year, the Council will consider the appointment of a Vice Mayor for the year, with the Vice Mayor serving a calendar year term (January to January). At that workshop, nominations for Vice-Mayor will be discussed by the Council. If nominations are indicated by Councilmembers at the workshop, a formal nomination and selection process will be placed on the agenda for the next regular voting meeting following the workshop.

If the Vice Mayor is unavailable for any reason, the remaining Councilmember with the most years of service will serve as the interim Vice Mayor during the Vice Mayor's absence or for the remainder of the one-year term.

The Glendale City Charter provides for the composition of the Council. The Charter states:

Art. II, Sec. 7. Vice Mayor: The council shall designate one (1) of its members as vice mayor, who shall serve in such capacity at the pleasure of the council. The vice mayor shall perform the duties of the mayor during the mayor's absence or disability.

Previous Related Council Action

At the January 3, 2017 Workshop, nominations for Vice Mayor were discussed by Council.