



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 Samuel Chavira
Councilmember Ray Malnar
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, April 12, 2016

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 MARCH 22, 2016 VOTING MEETING

1. [16-145](#) APPROVAL OF THE MINUTES OF MARCH 22, 2016 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

COUNTER

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: [Map](#)

[Calls for Service](#)

8. [16-144](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE CONSTRUCTION AGREEMENT WITH A&H PAINTING, INC., DOING BUSINESS AS ALVARENGA ENTERPRISES, TO APPROVE ADDITIONAL EXPENDITURE OF FUNDS FOR EXTERIOR PAINTING AND REPAIRS AT GLENDALE PUBLIC HOUSING
Staff Contact: Erik Strunk, Director, Community Services

Attachments: [Amendment No. 1](#)

9. [15-747](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, DOING BUSINESS AS NORTHSTAR UTILITIES SOLUTIONS, FOR A UTILITY BILLING SYSTEM UPGRADE AND SYSTEM ENHANCEMENTS AND APPROVE THE EXPENDITURE OF FUNDS FOR SYSTEM UPGRADE, SERVER MIGRATION COSTS AND ANNUAL SUBSCRIPTION FEES
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: [Professional Services Agreement](#)

10. [16-081](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HUNTER CONTRACTING CO. TO PROVIDE CONSTRUCTION SERVICES FOR REPLACEMENT OF THE FILTER UNDERDRAINS AND FINISHED WATER PUMP STATION IMPROVEMENTS AT THE OASIS WATER TREATMENT PLANT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Linking Agreement](#)

11. [16-112](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES, INC., FOR DESIGN AND ENGINEERING SERVICES FOR FIRE HYDRANT AND WATER LINE VALVE REPLACEMENTS AT VARIOUS LOCATIONS
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Professional Services Agreement](#)

12. [16-143](#) AWARD OF RFP 16-29 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH LUEBKIN & WALKER ENTERPRISES, INC., DOING BUSINESS AS SALT RIVER IRRIGATION, FOR URBAN IRRIGATION SERVICES
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Agreement](#)
[Evaluation Final Consensus](#)

13. [16-125](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH

CALIENTE CONSTRUCTION, INC., FOR THE CITY HALL COOLING TOWER REPLACEMENT PROJECT

Staff Contact: Jack Friedline, Director, Public Works

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

14. [16-126](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR THE DESIGN OF GLENDALE MUNICIPAL AIRPORT NORTH APRON REHABILITATION
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Professional Services Agreement](#)

15. [16-132](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LSW ENGINEERS ARIZONA, INC., FOR THE ENGINEERING AND DESIGN SERVICES OF THE HVAC REPLACEMENT PROJECT AT CITY HALL AND COOLER REPLACEMENT PROJECT AT THE EQUIPMENT MANAGEMENT FACILITY
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Professional Services Agreement](#)

16. [16-137](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE P1 PARKING, 91st & MARYLAND AVENUES PROJECT AND AUTHORIZATION TO PROCEED WITH THE PROJECT AND SEEK BUDGET APPROPRIATION AT A FOURTH QUARTER COUNCIL VOTING MEETING
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Construction Agreement](#)
[Bid Tabulation](#)
[P1 Parking Area Map](#)

17. [16-138](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., FOR THE DESIGN OF OLIVE AVENUE AND 59TH AVENUE INTERSECTION CAPACITY IMPROVEMENTS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Professional Services Agreement](#)

CONSENT RESOLUTIONS

18. [16-128](#) RESOLUTION 5083: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FEDERAL HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS FOR AN INFRASTRUCTURE RELATED SAFETY IMPROVEMENT PROJECT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 5083](#)
[Intergovernmental Agreement](#)

19. [16-131](#) RESOLUTION 5084: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR ACCEPTANCE OF FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 5084](#)
[Intergovernmental Agreement](#)

20. [16-136](#) RESOLUTION 5085: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION OF 59TH AVENUE AND OLIVE AVENUE INTERSECTION SAFETY IMPROVEMENTS USING FEDERAL HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 5085](#)
[Intergovernmental Agreement](#)

21. [16-140](#) RESOLUTION 5086: AUTHORIZATION TO ACCEPT THE FY 2014 UASI REALLOCATED GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY – GLENDALE FIRE DEPARTMENT RRT SUSTAINMENT GRANT 140802-03
Staff Contact: Terry Garrison, Fire Chief

Attachments: [Resolution 5086](#)
[AZDOHS RRT Reallocation](#)

22. [16-141](#) RESOLUTION 5087: AUTHORIZATION TO REVISE THE 2015 MARICOPA COUNTY MULTI-JURISDICTIONAL MITIGATION PLAN
Staff Contact: Terry Garrison, Fire Chief

Attachments: [Resolution 5087](#)
[Mitigation Plan 2015](#)

ORDINANCES

23. [16-127](#) ORDINANCE 2983: AUTHORIZATION TO ENTER INTO LEASE AGREEMENT WITH GCH SERVICES, LLC, FOR SUITE 101 AT GLENDALE MUNICIPAL AIRPORT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance 2983](#)
[Lease Agreement](#)

24. [16-129](#) ORDINANCE 2984: CITY CODE CHAPTER 24 ORDINANCE AMENDMENT RELATING TO PARKING ON PUBLIC PROPERTY

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance 2984](#)

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 #: 16-145, Version: 1

APPROVAL OF THE MINUTES OF MARCH 22, 2016 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, March 22, 2016

6:00 PM

Voting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Samuel Chavira

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 Samuel Chavira, Councilmember Ray Malnar, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Kevin Phelps, City Manager; Jennifer Campbell, Assistant City Manager; Tom Duensing, Assistant City Manager; James Gruber, Chief Deputy City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

The invocation was offered by Pastor David Clark of the Grace Lutheran Church.

CITIZEN COMMENTS

Fred Moore, a Glendale resident, spoke about bulk garbage. He said during the first and last weeks of the month his neighborhood looks like a dump because of the large amount of bulk trash that is littering the streets. He said inspectors just drive by and do nothing about the mess. After the bulk trash pickup, there are nails and other trash on the streets in his neighborhood.

Mayor Weiers said people here are listening to him and would try and get something done.

James Deibler, a Barrel resident, spoke about an anti-bullying event at Glendale Community College on April 15th from 11 a.m. to 1 p.m. He said there will be speakers from the Glendale Police Department and Councilmember Turner's office. He said the speakers will discuss disability issues around the country as well as bullying issues. He invited everyone to come to this event.

Bill Demski, a Sahuaro resident, spoke about poverty in Arizona and children going to bed hungry at night. He spoke about a Councilmember expenditures on an out of town trip and the costs to taxpayers for those trips. He detailed several expenses made by a Councilmember during several out of town trips.

APPROVAL OF THE MINUTES OF FEBRUARY 23, 2016 VOTING MEETING

1. [16-079](#) APPROVAL OF THE MINUTES OF FEBRUARY 23, 2016 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk
A motion was made by Councilmember Aldama, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

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

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Councilmember Lauren Tolmachoff

2. [16-110](#) BOARDS, COMMISSIONS & OTHER BODIES
 Staff Contact: Brent Stoddard, Director, Intergovernmental Programs
- Community Development Advisory Committee
 Daniel Tapia Neighborhood Rep, Barrel District 4-24-16 to 4-24-18
- Judicial Selection Advisory Board
 Hon. Roy C. Whitehead Superior Court Appointment 4-23-16 to 4-23-19
 Dr. Francis Sisty Chair, Cholla Appointment 3-22-16 to 11-29-16
 Justin Barski Vice Chairman, Maricopa County Bar Appointment 3-22-16 to 11-29-16
- Library Advisory Board
 Brian Perreault Cholla Appointment 4-13-16 to 4-13-18
 Lillian Mickey Lund Mayoral Appointment 4-13-16 to 4-13-18
- Parks and Recreation Advisory Commission
 Henry Rosas Teen Appointment, Cactus 3-22-16 to 5-27-16
 Gail Hildebrandt Cholla Appointment 3-22-16 to 4-9-18
 Kerry Duberry Vice Chair, Sahuaro Appointment 3-22-16 to 4-9-17
- Public Safety Personnel Retirement System
 Police and Fire Board
 Kevin Phelps City Manager Appointment 3-22-16 to 7-1-20

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 Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

PROCLAMATIONS AND AWARDS

3. [16-066](#) PROCLAIM APRIL 2016 AS WATER AWARENESS MONTH
 Staff Contact: Craig Johnson, P.E., Director, Water Services
 Presented by: Office of the Mayor
 Accepted by: Ms. Melanie Warren, first grade teacher at Arrowhead Elementary School
 Accepted by: Ms. Julie Hamilton, sixth grade teacher at Coyote Ridge Elementary School

Accepted by: Ms. Omone' Abu, City of Glendale Water Conservation Specialist

Mayor Weiers proclaimed April 2016 as Water Awareness Month. The award was accepted by Ms. Melanie Warren, first grade teacher at Arrowhead Elementary School, Ms. Julie Hamilton, sixth grade teacher at Coyote Ridge Elementary School and Ms. Omone' Abu, City of Glendale Water Conservation Specialist.

CONSENT AGENDA

4. [16-073](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, STREETLIGHT USA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
5. [16-074](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
6. [16-075](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS, ST. JOSEPH ASSEMBLY #2126
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
7. [16-076](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19276, KIRK'S SPORT'S BAR
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
8. [16-077](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-15094, GLENDALE SEAFOOD SUPERMARKET
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
9. [16-078](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19406, FIRED PIE
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
10. [16-084](#) AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., FOR THE PURCHASE OF DIGITAL COPIERS, MULTIFUNCTIONAL DEVICES, 3D PRINTERS, SUPPLIES, MAINTENANCE AND MANAGED

PRINT SERVICES AND OTHER GOODS AND SERVICES

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

11. [16-090](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ORACLE AMERICA, INC., AND AUTHORIZATION FOR THE EXPENDITURE OF FUNDS FOR ORACLE PEOPLESOFT AND DATABASE MAINTENANCE
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
This agenda item was approved.
12. [16-097](#) POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources & Risk Management
This agenda item was approved.
13. [16-106](#) AUTHORIZATION TO ENTER INTO A MAINTENANCE AGREEMENT WITH ENVIRONMENTAL EARTHSCAPES, INC., DOING BUSINESS AS THE GROUNDSKEEPER, FOR LANDSCAPE MAINTENANCE
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.
14. [16-098](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CRIME CLEAN DECONTAMINATION, LLC FOR VICTIM ASSISTANCE CLEAN-UP SERVICES AND APPROVE THE EXPENDITURE OF FUNDS
Staff Contact: Debora Black, Police Chief
This agenda item was approved.
15. [16-103](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CREATIVE COMMUNICATIONS SALES & RENTALS, INC. FOR THE UP-FITTING OF POLICE VEHICLES UTILIZING A CITY OF PHOENIX, ARIZONA COOPERATIVE AGREEMENT AND APPROVE THE EXPENDITURE OF FUNDS
Staff Contact: Debora Black, Police Chief
This agenda item was approved.
16. [16-104](#) AUTHORIZATION TO ENTER INTO SECOND AMENDMENT TO THE CONTRACTOR AGREEMENT BETWEEN THE CITY OF GLENDALE AND THE PENCHANT GROUP AND APPROVE THE EXPENDITURE OF FUNDS
Staff Contact: Debora Black, Police Chief
This agenda item was approved.

17. [16-107](#) AUTHORIZATION TO ENTER INTO A CONTRACT WITH THE ARIZONA HUMANE SOCIETY FOR VETERINARY AND SHELTER SERVICES FOR INJURED OR ABANDONED ANIMALS AND APPROVE THE EXPENDITURE OF FUNDS
Staff Contact: Debora Black, Police Chief
This agenda item was approved.
18. [16-108](#) AUTHORIZATION TO ENTER INTO A CONTRACT WITH ALL ANIMALS RESCUE & TRANSPORTATION, LLC FOR RESPONSE TO AND TRANSPORT OF STRAY DOGS AND DOMESTIC ANIMALS INVOLVED IN BITE ACTIVITY AND APPROVE THE EXPENDITURE OF FUNDS
Staff Contact: Debora Black, Police Chief
This agenda item was approved.
19. [16-082](#) AUTHORIZATION TO ENTER INTO FOUR CUSTOMER SERVICE ORDER AGREEMENTS WITH COX ARIZONA TELECOM, LLC FOR INTERNET SERVICES
Staff Contact: Terry Garrison, Fire Chief
This agenda item was approved.
20. [16-086](#) AWARD OF BID RFP 15-75, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE AUTOMATED TRUCK AND CAR WASH BAY SERVICE AND SUPPLIES FROM EST COMPANIES, LLC
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
21. [16-087](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ISS FACILITY SERVICES, INC., TO PROVIDE CUSTODIAL SERVICES AT VARIOUS CITY FACILITIES
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
22. [16-088](#) AWARD OF BID IFB 15-73, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS FOR TIRE RECAPPING SERVICES FROM COYOTE TIRE RETREADING, INC.
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
23. [16-089](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH BALAR HOLDING CORP., DOING BUSINESS AS BALAR EQUIPMENT, FOR HEAVY DUTY TRUCK AND EQUIPMENT REPAIR
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

24. [16-094](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES, INC., FOR SURVEY AND MAPPING SERVICES
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

25. [16-093](#) AUTHORIZATION TO ENTER INTO A LINE EXTENSION AGREEMENT WITH ARIZONA PUBLIC SERVICE COMPANY TO RELOCATE OVERHEAD ELECTRIC TRANSMISSION POWER LINES AT 11480 WEST GLENDALE AVENUE
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

26. [16-096](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OLYMPIC WIRE AND EQUIPMENT, INC., FOR BALER MAINTENANCE, PARTS, AND REPAIRS
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

27. [16-067](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PUMP SYSTEMS, INC., FOR PARTS AND REPAIR SERVICE TO PUMPS AND RELATED EQUIPMENT AT THE WATER TREATMENT PLANTS
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

28. [16-068](#) AWARD OF IFB 16-26 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH REDDI ROOT'R SERVICES, INC., FOR SEWER LINE CLEANING SERVICES
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

29. [16-072](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH J.R. FILANC CONSTRUCTION COMPANY, INC., TO REHABILITATE THE MANISTEE RANCH PARK GROUNDWATER WELL
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

CONSENT RESOLUTIONS

30. [16-065](#) RESOLUTION 5074: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL ARIZONA

WATER CONSERVATION DISTRICT FOR ALTERNATIVE DELIVERY OF
CENTRAL ARIZONA PROJECT WATER

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

RESOLUTION NO. 5074 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN ALTERNATE DELIVERY INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT FOR THE CREATION OF EXTRAORDINARY CONSERVATION INTENTIONALLY CREATED SURPLUS IN LAKE MEAD.

Councilmember Tolmachoff requested Item #30 be heard separately.

Mr. Johnson requested Council adopt a Resolution to enter into an intergovernmental agreement with the Central Arizona Water Conservation District for alternative water delivery of Central Arizona water from CAP. He explained the City gets a portion of its water from the Colorado River and the City supports the Colorado River resiliency. To avoid water shortages, an emergency conservation project was created in 2015. This agreement will not cost any additional money, nor will it reduce the City's water allocation for the year. The City is a leader in managing water declines.

Councilmember Tolmachoff said she thought it was important for the citizens to know how the City responsibly manages its water and how the City works with the region to have an adequate water supply. She said this is a very complicated issue and requires quite a bit of planning for the future.

Mayor Weiers asked Councilmember Tolmachoff if Council could vote on all Consent Agenda and Consent Resolution items at the same time. Councilmember Tolmachoff agreed.

This agenda item was approved.

31. [16-044](#)

RESOLUTION 5075: AUTHORIZATION TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO
PROVIDE ELECTION SERVICES FOR THE 2016 ELECTIONS

Staff Contact: Pamela Hanna, City Clerk

RESOLUTION NO. 5075 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT WITH THE MARICOPA COUNTY ELECTIONS DEPARTMENT FOR ELECTION SERVICES.

This agenda item was approved.

32. [16-099](#)

RESOLUTION 5076: AUTHORIZATION TO ACCEPT A SUB-GRANT
AWARD, FUNDED BY THE U.S. DEPARTMENT OF JUSTICE,
THROUGH THE PHOENIX POLICE DEPARTMENT FOR THE
GLENDALE POLICE DEPARTMENT INTERNET CRIMES AGAINST

CHILDREN TASK FORCE

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5076 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING THE FY2015-16 INTERNET CRIMES AGAINST CHILDREN SUB-GRANT FUNDED BY THE U.S. DEPARTMENT OF JUSTICE ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

33. [16-100](#)**RESOLUTION 5077: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR COMMERCIAL VEHICLE ENFORCEMENT MATTERS**

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 5077 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY REGARDING COMMERCIAL VEHICLE ENFORCEMENT MATTERS ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

34. [16-092](#)**RESOLUTION 5078: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FEDERAL SAFETEA-LU FUNDS**

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5078 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 15-0005582-I) FOR UPDATING OF THE SAFE ROUTES TO SCHOOL PROGRAM (SRTS) MAPS PROJECT.

This agenda item was approved.

35. [16-095](#)**RESOLUTION 5079: AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 FOR AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX TO INCREASE FUNDING FOR A GRANT PASS-THROUGH AGREEMENT RELATING TO DESIGN AND CONSTRUCTION OF THE PROPOSED REGIONAL PARK AND RIDE**

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5079 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT

BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X124 RELATING TO TRANSIT SERVICES.

This agenda item was approved.

36. [16-083](#) RESOLUTION 5080: ADOPT A RESOLUTION REQUESTING AN EXTENSION TO THE PERIOD OF PERFORMANCE FOR STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT #EMW-2013-FH-00763
Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5080 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING A SIX (6) MONTH EXTENSION TO THE FY2013 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Turner, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 4 through 29 and Consent Resolutions 30 through 36. The motion carried by the following vote:

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

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

37. [16-046](#) ORDINANCE 2974: ANNEXATION APPLICATION AN-198 (ORDINANCE): 6500 NORTH SARIVAL AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

ORDINANCE NO. 2974 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, SECTION 9-471, ARIZONA REVISED STATUTES AND ITS AMENDMENTS, BY ANNEXING CERTAIN TERRITORY LOCATED WITHIN AN EXISTING COUNTY ISLAND OF THE CITY OF GLENDALE CONSISTING OF APPROXIMATELY 55 ACRES AT 6500 NORTH SARIVAL AVENUE TO BE KNOWN AS ANNEXATION AREA NO. 198.

Mr. Froke said this is a request for review and to conduct a public hearing on an annexation on the Frye Business Park. The site is 55 acres and is located on the east

side of Loop 303 just south of Glendale Avenue. Annexing the property will advance the City's opportunity to control land uses in this area in the future. Staff is also working with the Frye family on a rezoning application. That rezoning application would place M-1, Light Industrial zoning on the property and it would be compatible with Luke Air Force Base. Staff recommends Council approval of this annexation. This is the final action needed for this annexation.

Mayor Weiers opened the public hearing on application AN-196. There were no speakers. Mayor Weiers closed the public hearing.

A motion was made by Councilmember Chavira, 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 Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

ORDINANCES

38. [16-091](#)

ORDINANCE 2981: ARIZONA PUBLIC SERVICE COMPANY UTILITY EASEMENT 11480 WEST GLENDALE AVENUE

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2981 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT FOR ELECTRICAL TRANSMISSION FACILITIES IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY ALONG THE ALIGNMENT OF 115TH AVENUE, BETWEEN GLENDALE AVENUE AND THE ORANGEWOOD AVENUE ALIGNMENT; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

Mr. Friedline said this is a request to adopt an Ordinance granting a utility easement in favor of Arizona Public Service across a portion the Glendale Municipal Landfill located at 11480 West Glendale Avenue. There are APS lines west of the Landfill serving that facility. The City requested APS relocate those overhead lines to accommodate construction of the new Landfill entry road, scale house and future closing of the south half of the Landfill. APS has requested an easement to protect its facility at its new location. Staff recommends approval of this easement and there are no costs incurred by the City as a result of this action. This easement will increase the usable Landfill service area and accommodate the relocation of the Landfill entrance road and scale house.

A motion was made by Councilmember Malnar, 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 Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

39. [16-111](#)

ORDINANCE 2982: ADOPT AN ORDINANCE AUTHORIZING THE CITY

MANAGER OR ASSISTANT CITY MANAGER TO EXECUTE DOCUMENTS AND TAKE THE NECESSARY ACTIONS TO REFINANCE A PORTION OF GLENDALE MUNICIPAL PROPERTY CORPORATION BONDS WITH CITY OF GLENDALE, ARIZONA EXCISE TAX REVENUE REFUNDING OBLIGATIONS AND TO PLEDGE CERTAIN EXCISE TAXES AND RECEIPTS TOWARD THE REFUNDING OBLIGATIONS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
Guest Presenter: Kurt Freund, Managing Director, RBC Capital Markets, LLC

Guest Presenter: Bill DeHaan, Shareholder, Greenberg Traurig, LLP

ORDINANCE NO. 2982 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, (1) AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST PURCHASE AGREEMENT, A FIRST TRUST AGREEMENT, A DEPOSITORY TRUST AGREEMENT, A CONTINUING DISCLOSURE UNDERTAKING AND AN OBLIGATION PURCHASE CONTRACT; (2) APPROVING THE SALE, EXECUTION AND DELIVERY OF EXCISE TAX REVENUE REFUNDING OBLIGATIONS IN ONE OR MORE SERIES IN ORDER TO REFUND EXCISE TAX REVENUE BONDS ISSUED ON BEHALF OF THE CITY BY THE CITY OF GLENDALE MUNICIPAL PROPERTY CORPORATION; (3) PLEDGING CERTAIN EXCISE TAXES AND RECEIPTS IMPOSED OR RECEIVED BY THE CITY TO THE PAYMENT OF SUCH OBLIGATIONS; (4) DELEGATING TO THE CITY MANAGER OR THE ASSISTANT CITY MANAGER OF THE CITY THE LIMITED AUTHORITY TO DESIGNATE BY SERIES THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND OTHER MATTERS WITH RESPECT TO SUCH OBLIGATIONS; AND (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE, INCLUDING THE EXECUTION OF CERTAIN DOCUMENTS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT.

Ms. Rios said this is a request to adopt an Ordinance to refinance a portion of the City Municipal Property Corporation bonds with City excise tax refunding obligations. Ms. Rios said the City's financial advisors have identified approximately \$35 million in MPC bonds that are eligible for refunding and the MPC board has taken action to authorize Council to take further action to authorize this transaction. The estimated savings, based on current market conditions, will be about \$2.5 to \$3 million, over the term of the bonds. Ms. Rios introduced Mr. Kurt Freund, Managing Director, RBC Capital Markets, LLC and Bill DeHaan, Shareholder, Greenberg Traurig, LLP, who were available to answer any questions.

Councilmember Turner thanked the guests for their great advice and the opportunity to save taxpayers some money.

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 Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

PUBLIC HEARING – RESOLUTIONS

40. [16-101](#) RESOLUTION 5081: ADOPT A RESOLUTION APPROVING THE CAPITAL FUND ANNUAL STATEMENT/PERFORMANCE AND EVALUATION REPORT FOR FEDERAL FISCAL YEAR 2016 AND THE UPDATED CAPITAL FUND FIVE-YEAR ACTION PLAN FOR FEDERAL FISCAL YEARS 2016-2020 (PUBLIC HEARING REQUIRED)
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 5081 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE CAPITAL FUND ANNUAL STATEMENT/PERFORMANCE AND EVALUATION REPORT FOR FEDERAL FISCAL YEAR 2016 AND THE UPDATED CAPITAL FUND FIVE-YEAR ACTION PLAN FOR FEDERAL FISCAL YEARS 2016-2020 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Mr. Strunk said this item is required each year by HUD in order to receive federal capital monies for the City's public housing communities. This request is adopt a Resolution to approve the City's capital fund annual statement performance and evaluation report for FY 2016 and authorize the updated capital fund five year action plan for federal FY 2016-2020. The Community Housing Division receives federal funds each year for the modernization of the City's three public housing communities in order to provide safe and decent housing. The City expects to receive \$250,000 this year. These funds are specifically used for kitchen remodels, masonry repair, irrigation repair, roof repair and other capital needs for those public housing units. A public hearing is required for this item. Staff recommends approval of this item.

Mayor Weiers opened the public hearing on Resolution No. 5081. There were no speakers. Mayor Weiers closed the public hearing.

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

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

41. [16-102](#) RESOLUTION 5082: ADOPT A RESOLUTION APPROVING THE 2016 PUBLIC HOUSING AGENCY (PHA) ANNUAL PLAN (PUBLIC HEARING REQUIRED)
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 5082 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE CITY OF GLENDALE'S 2016 PUBLIC HOUSING AGENCY ANNUAL PLAN AND AUTHORIZING THE SUBMISSION OF THE 2016 PUBLIC HOUSING AGENCY ANNUAL PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Mr. Strunk said this item was requesting approval of a resolution approving the 2016 Public Housing Agency (PHA) Annual Plan. The Plan covers the entire operation of the Glendale Community Housing Division that receives the Section 8 Housing Choice Voucher Program and the Public Housing Program. These programs provide about 3,600 residents with safe housing. The City receives about \$15 million each year in entitlement funds to operate both programs. Some substantive changes this year include new language to address the denial of admission for families with a household member who has engaged in or threatened abuse, updated verification standards, as well as updated safety and crime prevention policies.

Mayor Weiers opened the public hearing on Resolution No. 5082. There were no speakers. Mayor Weiers closed the public hearing.

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

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, 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 Turner, to hold the next regularly scheduled City Council Workshop on Tuesday, April 5, 2016 at 1:30 p.m. in the City Council Chambers, to be followed by an Executive Session, pursuant to A.R.S. 38-431.03, and further moved to hold a Special City Council Workshop on Tuesday, April 12, 2016 at 1:30 p.m. in the 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 Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama thanked staff for working toward financial stability for the City. He also thanked Mr. Duensing for his hard work. He said he will be hosting a community district meeting on March 30, 2016, 5 p.m. to 7 p.m., at Challenger Middle School gymnasium, 6905 W. Maryland Avenue. He invited everyone to attend to hearing guest speakers from the City of Glendale. Councilmember Aldama made the same announcement in Spanish. Councilmember Aldama also said he will be holding his second annual Hook a Kid on Fishing event on April 16, 2016, 9 a.m. to 2 p.m., Bonsall Park South, and said children and their families won't want to miss this great event. Free fishing licenses will be provided to the first 1,000 children, ages 10-17. He hoped to see everyone there.

Councilmember Chavira encouraged everyone to attend the Hook a Kid on Fishing event. He spoke about the media coverage about Councilmembers' travel expenses. He said he has always followed the City's travel policies and have recommended they be updated regularly. He announced that at the next Council Workshop on April 5, 2016, he will be requesting a presentation on the current elected officials' travel policy. He wanted the policy reviewed and discussions held on any changes that need to be made.

Councilmember Malnar said he agreed with Councilmember Aldama's comments about

the City's improving financial condition. The City's financial condition has always been of great concern to constituents and has seen significant improvement. He said he will be holding his first district meeting on Thursday, March 24, 2016, from 5:30 p.m. to 7 p.m., at the Paseo Racquet Center, on 63rd Avenue, North of Thunderbird. He invited everyone to attend and community questions will be answered by City staff.

Councilmember Tolmachoff said the Boards and Commissions appointments are very important and their assistance in City business is critical. She also announced she is partnering with the Police Department for a shred event. The shred event will be held April 9, 2016, 8 a.m. to 11 a.m., at Sierra Verde K-8 School, located at 75th Avenue and Rose Garden. This is a free event and she encouraged everyone to come out early.

Vice Mayor Hugh said there is a Cactus district meeting at 51st and Northern, Manistee Ranch, on April 7, 2016 from 5 p.m. to 7 p.m. Participants will be able to take a tour of the historic farmhouse.

Mayor Weiers said he has never seen voting lines as long as they were today in the City. One polling place had a line over a half mile long at about 5:30 p.m. He said residents did not give up and continued to stand in line so they could vote. He provided water for those standing in line for most of the day and said the polls closed and he was unable to vote for the first time in 40 years. Voters made it clear to him they wanted change. He said residents made it clear they thought the Council was doing a great job. He said on March 26, 2016 at 7:30 a.m., there will be a Big Dog Run at Thunderbird School of Global Management. This event will help raise money to benefit a veterans' scholarship program at ASU West. The riders will go to Luke Air Force Base and then over to the University of Phoenix Stadium and end up in downtown Glendale at Desert Rose Gastro Pub. He anticipated over 1,000 participants in this event. He also said on March 30, 2016, a Shriner's Bowling Palooza event will be held to help raise money for one parent and one child to travel to a Shriner's Hospital for treatment. He said he is also working with the Tohono O'odham Nation to assist children who need medical care. He said Police and Fire are also involved in this event.

ADJOURNMENT

Mayor Weiers adjourned the meeting at 7:14 p.m.



Legislation Description

File #: 16-146, **Version:** 1

BOARDS, COMMISSIONS & OTHER BODIES

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Purpose and Recommended Action

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Planning Commission

Al Lenox	Barrel	Reappointment	04/12/2016	03/25/2018
David Moreno	Yucca	Reappointment	04/12/2016	03/25/2018



Legislation Description

File #: 16-071, Version: 1

PROCLAIM APRIL 2016 AS ENVIRONMENTAL AWARENESS MONTH

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

Presented by: Office of the Mayor

Accepted By: Ms. Andi Couet, City of Glendale Volunteer and former Intern

Accepted By: Mr. David Feiring, Biology Teacher and Go Green Club Advisor, Greenway High School

Accepted By: Ms. Victoria Caster, City of Glendale Water Conservation Specialist

Purpose and Recommended Action

This is a request for City Council to proclaim April 2016 as Environmental Awareness Month. This proclamation will be accepted by Ms. Andi Couet, City of Glendale Volunteer and former Intern; Mr. David Feiring, Biology Teacher and Go Green Club Advisor at Greenway High School; and Ms. Victoria Caster, City of Glendale Water Conservation Specialist. These three community representatives have worked closely with the City's Water Services Department Environmental Resources Group.

Background

Glendale is a leader in environmental stewardship by providing high quality water and wastewater services, protecting storm water quality, conserving water, monitoring air and water quality, operating a recycling center, and maintaining an extensive parks and preserve system.

The city offers a diversity of programs and services that encourage residents and businesses to be good environmental stewards. Examples include the city's curb-side recycling and household hazardous waste collection program; the Travel Green program that promotes alternative modes of transportation; and classes on water- and energy-efficiency offered by the Conservation and Sustainable Living Division.

In celebration of these programs and services, the city is offering a series of public events to occur in Glendale throughout the months of March and April 2016, including the following: 1) Household hazardous waste pick-up events between March 14 and April 1; 2) Annual Glendale Family Bike Ride on April 10 at Sahuaro Ranch Park; 3) Tree care class and tour on April 16 at the Glendale Xeriscape Demonstration Garden; 4) Party for the Planet River and Trail Cleanup on April 23 at Skunk Creek; and an Arbor Day celebration with Desert Palms Elementary School on April 26 at Cholla Park.

Community Benefit/Public Involvement

Proclaiming April as Environmental Awareness month benefits the city and the community by encouraging residents and businesses to protect our environment. Good stewardship of precious resources helps sustain our community.



Legislation Description

File #: 16-119, Version: 1

RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, ARIZONA CHOIR BOYS LAW ENFORCEMENT MOTORCYCLE CLUB

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

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 special event liquor license for the Arizona Choir Boys Law Enforcement Motorcycle Club, submitted by Roger John Waller. The event will be held at the University of Phoenix Stadium's Great Lawn located at 1 North Cardinals Drive on Thursday, April 28, 2016, from 3 p.m. to 10 p.m. The purpose of this special event liquor license is for fundraising at the Arizona Cardinals Draft Party.

Background Summary

The University of Phoenix Stadium is zoned PAD (Planned Area Development) and located in the Yucca District. If this application is approved, the total number of events expended at this location will be nine of the allowed 12 events 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: ARIZONA CHOIR BOYS LAW ENFORCEMENT MOTORCYCLE CLUB

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: UNIVERSITY OF PHOENIX STADIUM - GREAT LAWN
Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA AZ 85305
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: WALLER ROGER JOHN [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: () _____

4. Applicant's email address: _____

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? 8
 (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	<u>ARIZONA CHOIR BOYS LEMC</u>	Percentage	<u>25%</u>	
Address	<u>921 W. STERLING PLACE</u>	<u>CHANDLER</u>	<u>AZ</u>	<u>85225</u>
	Street	City	State	Zip
Name	<u>ARIZONA CARDINALS FOOTBALL CLUB</u>	Percentage	<u>47%</u>	
Address	<u>8701 S. HARDY DRIVE</u>	<u>TEMPE</u>	<u>AZ</u>	<u>85284</u>
	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.)
4 Number of Police 20 Number of Security Personnel Fencing Barriers
 Explanation: AREA WILL BE FENCED AND MONITORED BY POLICE AND SAFE SECURITY ALSO PRESENT WILL BE AN ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP - 6' CHAIN LINK FENCE PERIMETER

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>4-28-16</u>	<u>THURS</u>	<u>3 pm</u>	<u>10 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

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	Rojo Hospitality Group	Percentage	28%
Address	1 Cardinals Drive Glendale, AZ 85305		

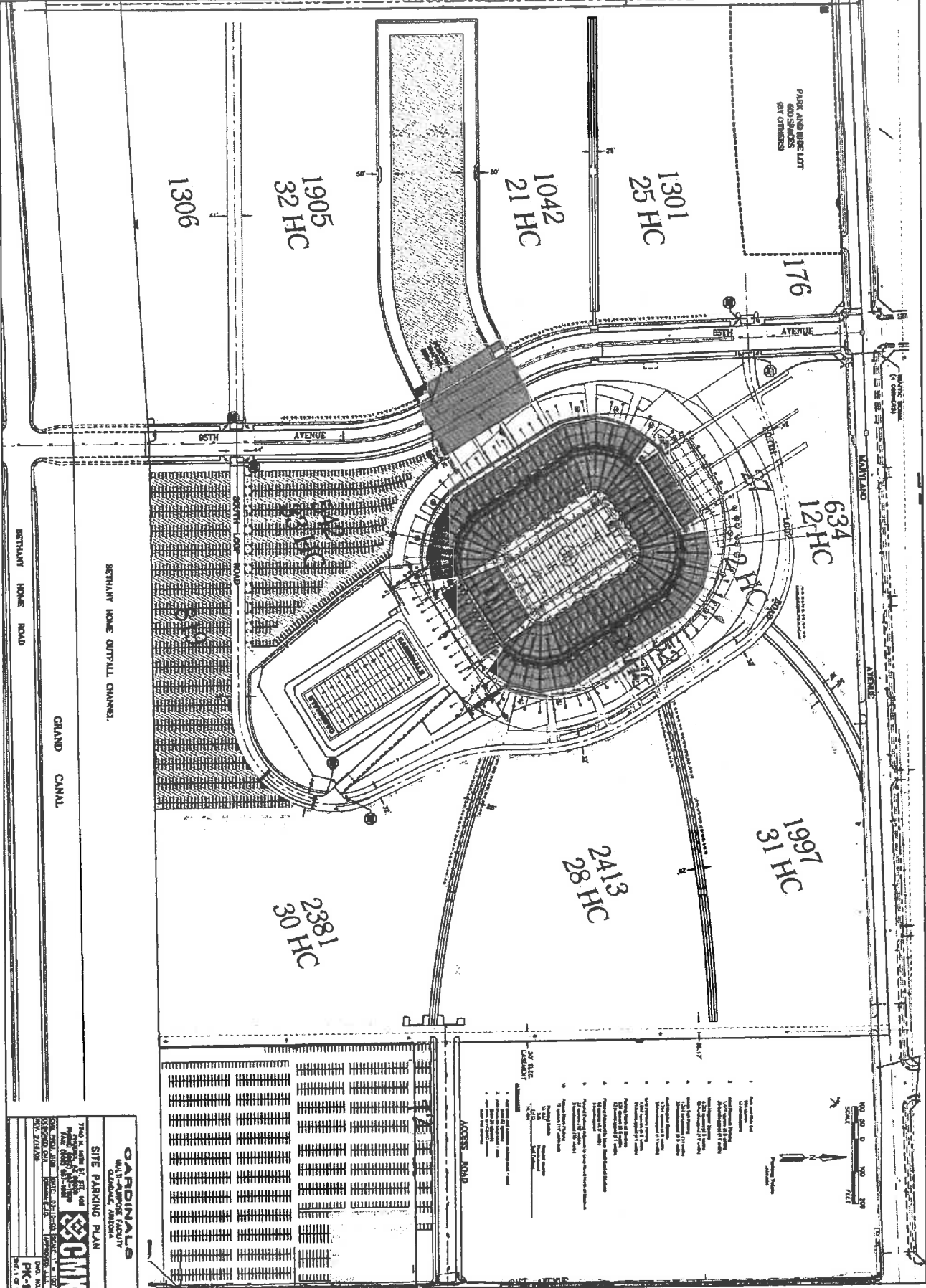


ARIZONA CARDINALS
DRAFT PARTY

2016



THURSDAY, APRIL 28, 2016



CARDINALS
 MULTI-SPORT FACILITY
 OMAHA, NEBRASKA

SITE PARKING PLAN

7100 N. 48th St., Ste. 100
 Omaha, NE 68131
 Phone: (402) 426-1111
 Fax: (402) 426-1112
 Website: www.cmks.com

CMK

DATE: 07/11/17
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN

NO. SLIP CALCULATION

1. Total No. of Slips: 1000
 2. Total No. of Slips: 1000
 3. Total No. of Slips: 1000
 4. Total No. of Slips: 1000
 5. Total No. of Slips: 1000
 6. Total No. of Slips: 1000
 7. Total No. of Slips: 1000
 8. Total No. of Slips: 1000
 9. Total No. of Slips: 1000
 10. Total No. of Slips: 1000

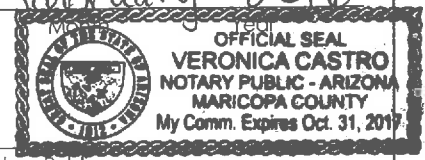
SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Roger J. Waller 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. 623-285-5252

x R. Waller Arizona State President 02/24/16
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 24th February 2016
Day State Arizona County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary Public



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

I, Roger J. Waller 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. AZ Chair Boys

x R. Waller State President 2/24/16 623-285-5252
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 24th February 2016
Day State Arizona County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date 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 _____, _____, _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



ROJO HOSPITALITY GROUP

February 24, 2016

Dear Mr. Waller,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium/NFL First Round Draft Party to the Choir Boys. In return for the donation, the Choir Boys will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- Great Lawn in Glendale, AZ 85305 on April 28, 2016. The hours of operation are as follows:

April 28, 2016

3:00pm-10:00pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to the Choir Boys.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

16-25

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-16-16

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: **Arizona Choir Boys Law Enforcement Motorcycle Club**

Business Address: **921 W. Sterling Place, Chandler, AZ 85225 (Event at U of P Stadium - Great Lawn)**

Applicant/s Information

Name: **Waller, Roger**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/16/2015	Other Suites	New ownership call history beginning:
Liquor Related	4		
Vice Related			
Drug Related	4		
Fights / Assaults	40		
Robberies			
Burglary / Theft	53		
911 calls	3		
Trespassing	15		
Accidents	18		
Fraud / Forgery	30		
Threats	2		
Criminal damage	12		
Other non-criminal*	53		
Other criminal	31		
Total calls for service	265	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.



Legislation Description

File #: 16-120, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-19696, GUAU GUAU

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

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 person-to-person transferable series 6 (Bar - All Liquor) license for Guau Guau located at 5106 North 51st Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070107) was submitted by Jonathan Chacon-Serrano.

Background Summary

The location of the establishment is in the Cactus District and is over 300 feet from any church or school. The property is zoned M-2 (Heavy Industrial). The population density within a one-mile radius is 16,459. Guau Guau 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.

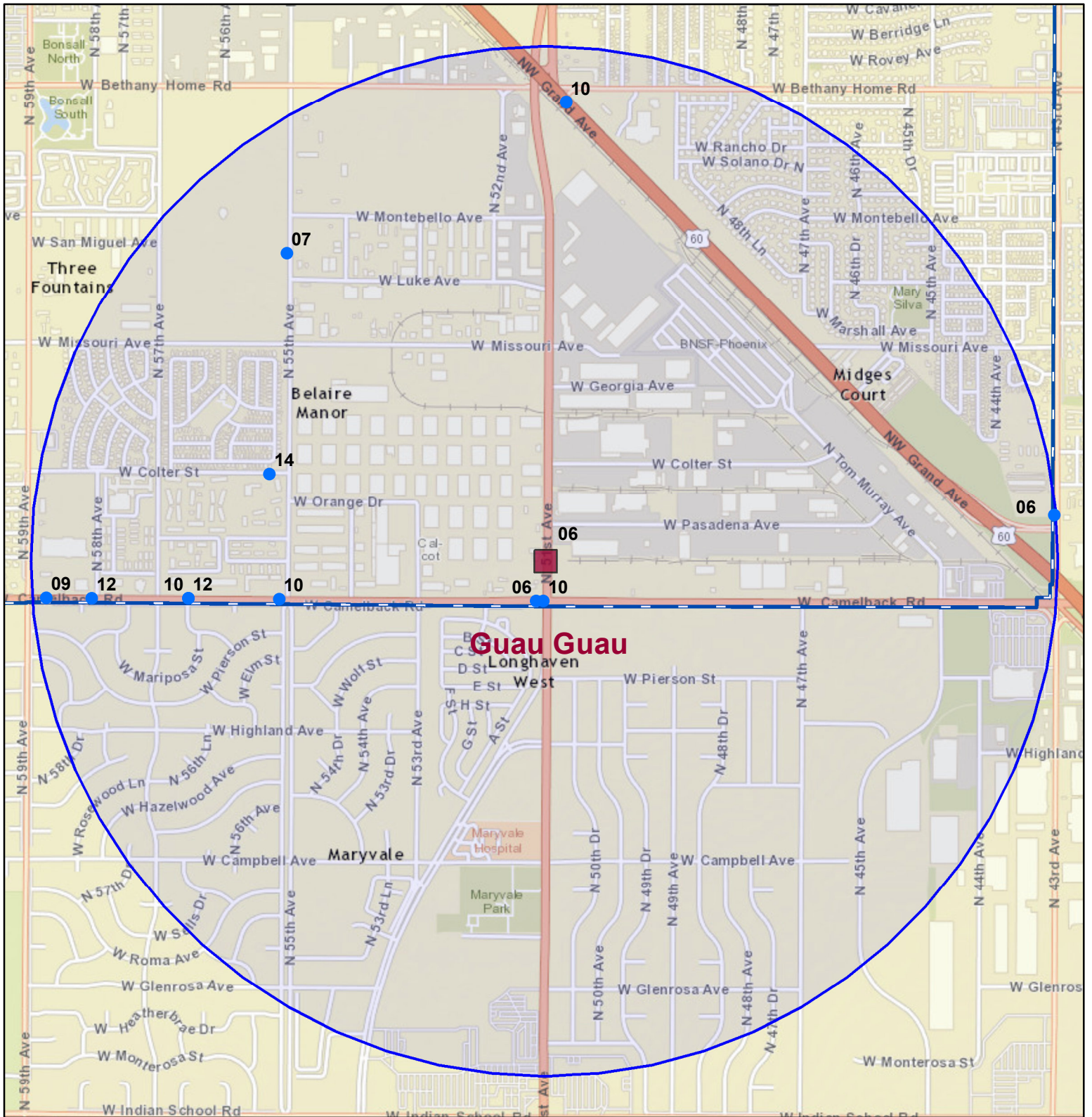
Series	Type	Quantity
06	Bar - All Liquor	3
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	1
10	Liquor Store - Beer and Wine	4
12	Restaurant	2
14	Private Club	<u>1</u>
	Total	12

Pursuant to A.R.S. § 4-203(A), when considering this person-to-person transferable series 6 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, February 25 thru March 16, 2016.



BUSINESS NAME: Guau Guau

LOCATION: 5106 N. 51st Avenue

APPLICANT: Jonathan Chacon-Serrano

ZONING: M2

APPLICATION NO: 5-19696

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



16-24

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-10-16

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person-to-Person Transfer**

Definition: The application process for conveying the ownership of a license from one person to another, within the same county.

Business Name: **Guau Guau**

Business Address: **5106 N. 51st Ave**

Applicant/s Information

Name: **Chacon-Serrano, Jonathan**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/10/2011	Other Suites	New ownership call history beginning: 2/19/2016
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	7		
Robberies			
Burglary / Theft	4		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	5		
Other criminal	3		
Total calls for service	19	N/A	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:

Theresa June Morse (Agent)
Ochoa LLC (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>3-16-16</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3-17-16</u>



Legislation Description

File #: 16-121, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-15876, A TASTE OF BUFFALO

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

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 A Taste of Buffalo located at 17045 North 59th Avenue, Suite 103. The Arizona Department of Liquor Licenses and Control application (No. 1207A560) was submitted by Theresa June Morse.

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 11,644. This series 12 is a new license to this location, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

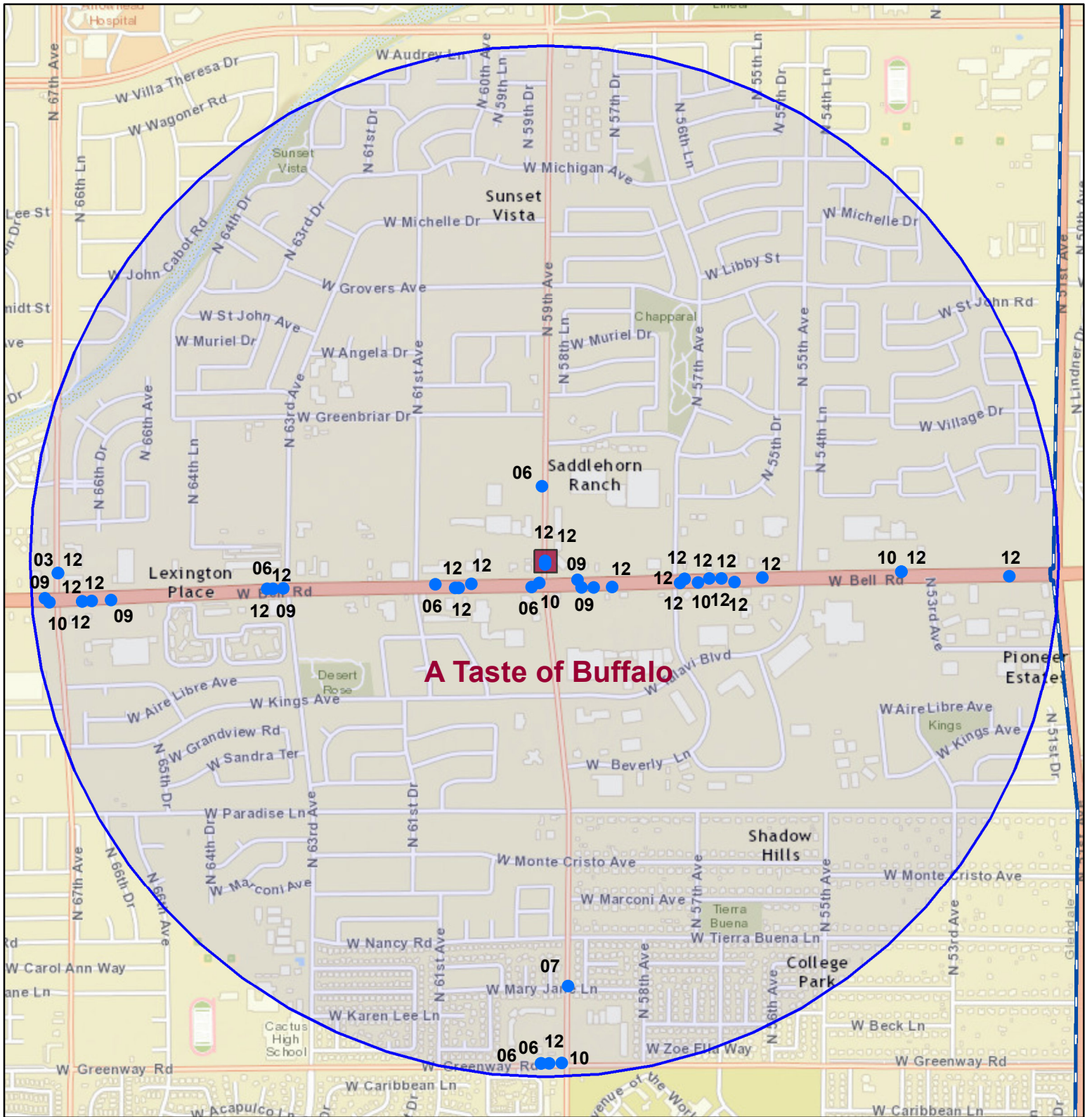
Series	Type	Quantity
03	Domestic Microbrewery	1
06	Bar - All Liquor	6
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	5
12	Restaurant	<u>22</u>
	Total	40

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as 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, March 2 thru March 22, 2016.



BUSINESS NAME: A Taste of Buffalo

LOCATION: 17045 N. 59th Avenue, Suite 103

APPLICANT: Theresa June Morse

ZONING: C-2

APPLICATION NO: 5-15876

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



16-28

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-17-16

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: **A Taste of Buffalo**

Business Address: **17045 N. 59th Ave #103**

Applicant/s Information

Name: **Morse, Theresa (Agent)**

Name: **Juliano, Michael**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/17/2011	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*		4	
Other Criminal			
Total calls for service	1	4	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:

New license

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>3-17-16</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3-17-16</u>



Legislation Description

File #: 16-122, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-17468, THE WING COUNTER

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

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 The Wing Counter located at 5350 West Bell Road, Suite 130. The Arizona Department of Liquor Licenses and Control application (No. 1207A562) was submitted by Shane M. Sender.

Background Summary

The location of the establishment is in the Cholla District. The property is zoned CSC (Community Shopping Center). The population density within a one-mile radius is 11,126. This series 12 is a new license to this location, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

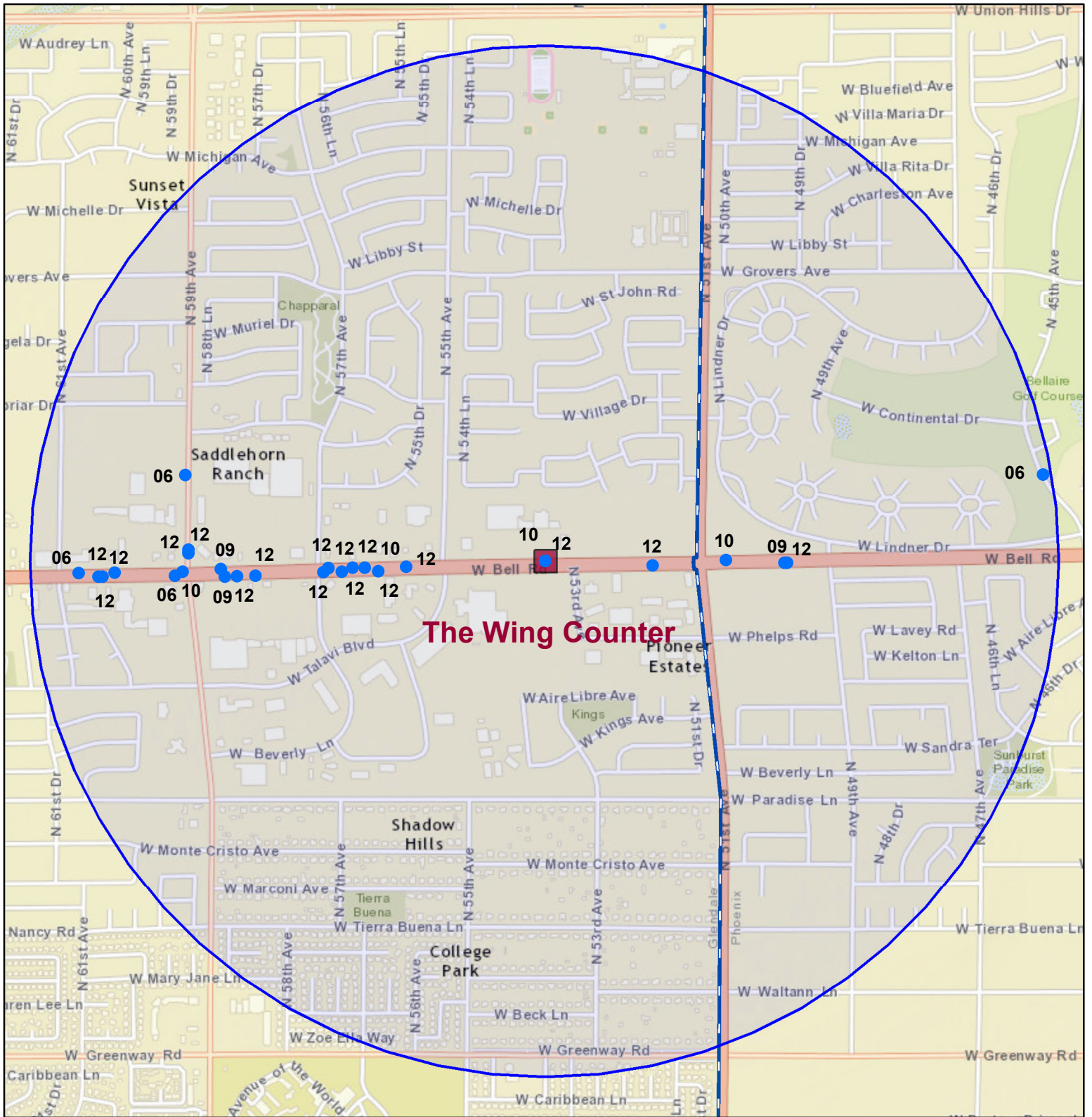
Series	Type	Quantity
06	Bar - All Liquor	4
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	<u>17</u>
	Total	28

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as 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, March 3 thru March 23, 2016.



BUSINESS NAME: The Wing Counter

LOCATION: 5350 W. Bell Road, Suite 130

APPLICANT: Shane M. Sender

ZONING: CSC

APPLICATION NO: 5-17468

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



16-30

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-17-16

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: **The Wing Counter**

Business Address: **5350 W. Bell Rd., Suite 130**

Applicant/s Information

Name: **Sender, Shane**

Name: **Sender, Sheri**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/17/2011	Other Suites	New ownership call history beginning: 2/26/2016
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing	1		1
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Other Criminal			
Total calls for service	2	N/A	1

* 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:

New license

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>3-17-16</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3-17-16</u>



Legislation Description

File #: 16-144, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE CONSTRUCTION AGREEMENT WITH A&H PAINTING, INC., DOING BUSINESS AS ALVARENGA ENTERPRISES, TO APPROVE ADDITIONAL EXPENDITURE OF FUNDS FOR EXTERIOR PAINTING AND REPAIRS AT GLENDALE PUBLIC HOUSING

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to amend an original construction agreement with A&H Painting, Inc., doing business as Alvarenga Enterprises, for an amount not to exceed \$183,445 (including the original contract amount of \$49,500). Amending this construction agreement will allow the City of Glendale's Community Housing Division to paint the exteriors of Glendale Homes and Cholla Vista Public Housing rental communities, replace fascia as necessary, and perform stucco repair at the Cholla Vista complex.

Background

The City's Community Housing Division maintains three public housing complexes in three separate locations, with a total of 155 apartments. There are 51 apartments at Lamar Homes located at 6100 W. Lamar Rd, 70 apartments at Glendale Homes located at 5215 W. Ocotillo and 34 apartments at Cholla Vista Apartment Homes located at 5320 W. Maryland Avenue.

As a part of the ongoing maintenance and capital improvement program funded by the Federal Government, approval of this item will allow completion of needed exterior painting, stucco repair, and fascia replacement of 41 buildings at Glendale Homes (36 buildings) and Cholla Vista (5 buildings) Public Housing rental communities. These buildings consist of 104 apartment homes and two maintenance shops.

In November 2015, a contract in the amount of \$49,500 was administratively executed for these items and shortly thereafter (upon closer inspection), it was determined to be in the best interest of the City to significantly expand the scope of work and paint all of Glendale Homes, and conduct additional building structure repairs at the Cholla Vista rental community (i.e. - exterior painting; door, fascia, additional stucco and eave repairs; and clean, sand and paint 34 rooftop air conditioner vents). With the addition of these additional work items, the total cost of this project will amount to \$183,445 (an increase of \$133,945) and requires the approval of the City Council.

Analysis

Federal Funds for these capital maintenance activities were previously approved by the Mayor and Council in March 2015 as a part of the Public Housing Capital Fund Five Year Action Plan. It was additionally identified and approved in the Council approval of the FY 15-16 City budget.

The revised and expanded scope of work was determined to be in the best interest of the City and has been approved by the Materials Management Division and the City Attorney's Office.

Community Benefit/Public Involvement

Approximately 385 persons live in the city's three public housing communities, which are kept in very good condition due to ongoing maintenance programs funded by federal public housing Capital Fund Program and Community Development Block grant (CDBG) awards. The use of available federal funding will allow the Glendale Community Housing Division to continue to maintain the apartments while improving the quality of life for public housing residents.

Budget and Financial Impacts

This contract will be paid with funds available through the federal Public Housing Capital Fund Program (CFP), and do not impact the General Fund.

Cost	Fund-Department-Account
\$183,445	2500-17910-518200, Professional & Contractual

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

AMENDMENT NO. 1

CONSTRUCTION AGREEMENT WITH
A&H PAINTING, INC. DBA ALVARENGA ENTERPRISES
(City of Glendale Solicitation IFB 16-03, Contract No. C- 10449)

This Amendment No. 1 ("Amendment") for Construction Agreement ("Agreement") is made this 12th day of April, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and A&H Painting, Inc. d.b.a. Alvarenga Enterprises, an Arizona corporation ("Contractor").

RECITALS

- A. City and A&H Painting Inc: d.b.a. Alvarenga Enterprises ("Contractor") previously entered into a Construction Agreement, Contract No. C-10449, dated November 24, 2015 ("Agreement").
- B. The Agreement had a one-year term beginning November 24, 2015; 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. **Changes to the Scope of Work** – The Contractor shall perform the additional work described in the Scope of Work, which is attached hereto as Exhibit A. Such work includes, but is not limited to:
 - a) **Glendale Homes:** This Amendment expands the original agreement which called for the Contractor to prime and paint the lower 4 ½ feet starting at the base of the buildings. Upon closer inspection of the buildings, Glendale Community Housing determined it was in the best interest of the City to paint all buildings within the complex in their entirety. To date, the Contractor has completed 18 buildings with funds from the original contract leaving an additional 18 buildings to be completed. Work to include:
 - i. Stripping, patching, priming and painting the entire complex (64,343 square foot).
 - ii. 350 additional doors to be painted, including security doors and door frames;

- iii. Painting all 280 window shutters at Glendale Homes with 2 coats of Evershield;
- iv. Painting one interior side facing of a block wall located on the East side of the property (313 linear feet x 6 feet high).

b) **Cholla Vista Apartments:** This Amendment expands the original Scope of Work to include:

- i. Removing and replacing the bottom 3 feet of stucco- at the base of the buildings. Contractor shall remove existing stucco, grind down walls, power wash to remove all debris, apply base coat, install new stucco to match existing stucco, add water sealer to paint for all new stucco walls to prevent future water infiltration and paint all exterior stucco walls for all buildings in complex. Contractor shall protect gravel, landscaping and haul away all removed materials.
- ii. Paint 170 exterior doors, including security doors and 68 door frames;
- iii. Paint 17,465 linear feet of fascia and trim, and 3815 square feet of eaves, as detailed in the attached scope of work.
- iv. Clean, perform light sanding and paint 34 roof top AC vents;
- v. Paint one interior side (facing complex) of a block wall located on North side of the complex (313 linear feet x 6 feet high).

c) **Lamar Homes:** Work previously required by the Agreement on this complex of City buildings is hereby deferred and deleted from the scope of work attached to the Agreement.

d) **“Pony Walls located at Glendale Homes and Lamar Homes”** – hereby deleted from the contract by this amendment.

3. **Compensation.** Section 4.1 of the Agreement is amended to read as follows:

3.1 Compensation. Contractor’s compensation for the entire Project, including work already performed, and furnished by Sub-contractors, will not exceed \$183,445.00, as specifically detailed in Exhibit B (“Compensation”).

4. **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.

5. **Insurance Certificate.** Current certificate will expire on March 5, 2017, Insurance coverage in the same amounts required by the Agreement shall be provided for the full term of this Amendment. A new certificate demonstrating coverage through the extended term must be provided prior to this date to the Contract Administrator.

Attachment A

(See attached)



CHOLLA VISTA EXTERIOR PAINTING

AREA	QTY	UNIT	UNIT PRICE	TOTAL
BUILDING WALLS - prime and paint	58,560.00	SF	\$ 0.75	\$ 43,920.00
DOORS (5 doors per unit including security door both side)	170.00	EACH	\$ 25.00	\$ 4,250.00
DOOR FRAMES (2 per unit)	68.00	EACH	\$ 10.00	\$ 680.00
FASCIA / TRIM prime and paint	17,465.00	LF	\$ 0.35	\$ 6,112.75
EVES prime and paint	3,815.00	SF	\$ 0.55	\$ 2,098.25
BUILDINGS				\$ 57,061.00

OTHER WALLS, TRASH ENCLOSURES, FENCE				
Wrought iron fence =(200 LF X6' HIGH X 2 SIDES)	2,400.00	SF	\$ 0.20	\$ 480.00
Roof Top AC Vent, cleaning, light sand, prime and painted	34.00	EACH	\$ 50.00	\$ 1,700.00
Trash Enclosures = (354 LF X5'HIGH)	1,770.00	SF	\$ 0.20	\$ 354.00
Block Wall on noth side (313 LF X6'HIGH X 1 SIDE)	1,878.00	SF	\$ 0.85	\$ 1,596.30
Miscellaneous				\$ 4,130.30

BASE TOTAL	\$ 61,191.30
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ALTERNATE #1				
ALTERNATE # 1 - Remove/Replace Stucco & water sealer - 3' high	15,980.00		\$ 2.15	\$ 34,357.00
For all 5 Buildings - Tear down existing stucco, grind down walls power wash to remove all debries, apply brown coat to level up walls install new stucco to match existing, add water sealer to paint for all new stucco walls to prevent future water penetration. Protect gravel, landscape, haul away materials removed				

TOTAL BASE + ALTERNATE # 1	\$ 95,548.30
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NOTES: Splinklers next to walls will need to be relocated or regulated to avoid water hitting the buildings.

*Products to be provided by City of Glendale as per contract.



A&H
PAINTING INC.

GLENDALE HOMES - EXTERIOR PAINTING

2/19/2016

AREA	QTY	UNIT	UNIT PRICE	TOTAL
BUILDING WALLS - strip, patch, prime and paint	64,343.00	SF	\$ 0.85	\$ 54,691.55
DOORS (10 doors including security door both side)	350.00	EACH	\$ 25.00	\$ 8,750.00
DOOR FRAMES	280.00	EACH	\$ 10.00	\$ 2,800.00
FASCIA / TRIM prime and paint	20,750.00	LF	\$ 0.25	\$ 5,187.50
EVES prime and paint	4,457.00	SF	\$ 0.45	\$ 2,005.65
BUILDINGS				\$ 73,434.70

OTHER WALLS, TRASH ENCLOSURES & WINDOW SHUTTERS	QTY	UNIT	UNIT PRICE	TOTAL
Trash Enclosures = (354 LF X5'HIGH)	1,775.00	SF	\$ 0.20	\$ 355.00
Window shutters - Painted with 2 coats of Evershield Velvet	280.00	EA	\$ 40.00	\$ 11,200.00
Block Wall on East side (313 LF X6'HIGH X 1 SIDE)	3,420.00	SF	\$ 0.85	\$ 2,907.00
Misc				\$ 14,462.00

TOTAL	\$ 87,896.70
Currently under Contract	\$ 49,500.00
Additional funds needed	\$ 38,396.70

REPLACE PRIME AND PAINT ROTTED FASCIA WOOD	TBC	LF	\$ 3.50	TBC
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NOTES: Sprinklers next to walls will need to be relocated or regulated to avoid water hitting the buildings.
 * Products to be provided by City of Glendale
 * Wood replacement on gables and related electrical work not included
 * Pony wall and iron fence attached not included in project

**EXHIBIT B – (Compensation)
CONSTRUCTION AGREEMENT
AMENDMENT 1 to C-10449**

a) Glendale Homes

\$87,896.70 Total value of the work being performed for Glendale Homes
(original agreement and work added by this Amendment)
~~(\$49,500.00)~~ (original amount approved in Agreement)
\$38,396.70 Cost of work added by the Amendment

b) Cholla Vista Apartments

\$61,191.30 Additional cost to complete work

c) Cholla Vista Apartments

\$34,357.00 (Additional cost for work added by this Amendment)

**Total cost of Compensation for original Contract and Amendment 1:
\$183,445.00**



Legislation Description

File #: 15-747, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH N. HARRIS COMPUTER CORPORATION, DOING BUSINESS AS NORTHSTAR UTILITIES SOLUTIONS, FOR A UTILITY BILLING SYSTEM UPGRADE AND SYSTEM ENHANCEMENTS AND APPROVE THE EXPENDITURE OF FUNDS FOR SYSTEM UPGRADE, SERVER MIGRATION COSTS AND ANNUAL SUBSCRIPTION FEES

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Purpose and Policy Guidance

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with N. Harris Computer Corporation, dba NorthStar Utilities Solutions, in an amount not to exceed \$175,252 to upgrade the utility billing system from version 6.3.1 to version 6.4 and implement system enhancements. This is also a request for Council to approve the expenditure of funds for system upgrade and server migration costs which total \$94,815 and the annual subscription fees over a five-year period totalling \$80,437.

Background

The NorthStar utility billing system was implemented by the city in 2009. This system and its many applications is a proprietary utility billing system developed by N. Harris Computer Corporation, dba NorthStar Utilities Solutions. It is a comprehensive utility solution for managing customer accounts; billing for water, sewer and sanitation services; issuing and recording work orders; managing the water meter reading process; posting customer payments; and providing a web interface for our customers to view and pay their bill online. Since it was first implemented, the city has operated under the same version (6.3.1) of this system. Version 6.4 offers several enhancements to user applications including automating many billing processes that are currently performed manually.

Analysis

Over the years since version 6.3.1 was implemented, computer servers and operating systems have changed and compatibility has become an issue. The NorthStar version 6.3.1 application resides on servers that are running on outdated operating systems which will no longer be supported. In order to migrate the NorthStar data base and all of its applications to newer compatible VM servers that use newer updated operating systems, the NorthStar system must first be upgraded to version 6.4.

The upgrade to version 6.4 is also a requirement in order to comply with increased data security including Payment Card Industry (PCI) requirements which govern our processing of credit card transactions.

One of the core features of the NorthStar 6.4 version is the automation it brings to the system's daily and monthly processes. Currently, many of these processes are performed manually within the system by the Customer Service Division staff. For example, when customer water bills are generated, the process to calculate the charges for each account, create the bill and post to the general ledger takes 6-12 hours of staff time spread over two days. With automation, the billing processes will run during non-business hours without staff intervention which reduces the load on the system during normal business hours and will streamline the process by one day.

Previous Related Council Action

April 22, 2014, Council authorized extending the maintenance and support for the NorthStar utility billing system for three additional years through July 31, 2017.

May 2008, Council approved Award of Proposal 07-69 (C-6423) for the NorthStar municipal billing software system.

Community Benefit/Public Involvement

Implementing version 6.4 will result in a more stable and efficient system which will allow the city to maintain its current customer service level. Adding system enhancements and automation will streamline billing processes. Improving our data security to remain in compliance with PCI standards also ensures our customers' credit card data has the highest level of protections available.

Budget and Financial Impacts

The system upgrade and server migration costs total \$94,815 and are budgeted in the Technology Projects fund. The ongoing annual subscription fees over a five-year period total \$80,437 and are budgeted in the Customer Service Office fund.

Cost	Fund-Department-Account
\$94,815	2592-18500-522700, Technology Projects
\$80,437	2360-17020-518200, Customer Service Office

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF GLENDALE AND NORTHSTAR UTILITIES SOLUTIONS

This Professional Services Agreement (“Agreement”) is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation (“City”) and N. Harris Computer Corporation dba as NorthStar Utilities Solutions, a Canadian company, authorized to do business in the State of Arizona, (“Consultant”) as of the __ day of _____, 2016 (“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 installation, implementation, training and other specific duties as set forth in the attached **Exhibit B**, Project Scope of Work (“Scope”) to accomplish and support an upgrade to certain NorthStar software owned by Consultant (the “Software”) and licensed to City;
- C. Consultant desires to provide City with professional services as set out in the Scope (“Services”) on the terms and conditions of this Agreement; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. **Key Personnel.**

1.1 Professional Services. Consultant will provide all Services necessary to assure the Scope is completed in a timely and efficient manner, 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 Scope.

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 Services and handle all aspects of the Services 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 perform the Services by Consultant.

- c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.
 - (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.
- d. Subcontractors. Consultant shall not engage any Subcontractor or Subconsultant to perform any work or services under this Agreement. Engagement of any Subcontractor or Subconsultant without prior approval of the City shall be deemed a breach of this contract and may result in its immediate termination.

2. **Schedule.** The Services will be performed in a timely and efficient manner, in accordance with the Scope.

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 Scope and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. The Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.
- b. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- c. Consultant has not been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

- 3.3 Compliance. Services will be furnished in compliance with federal, state, county and local Statutes, rules, and regulations applicable to the performance of the Services at the City's location.
- 3.4 Consultant must not discriminate against any employee or applicant for employment on the basis 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 Subcontractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.
- 3.5 No Other Warranties. To the greatest extent permitted by law, the Services and all other materials and services are provided to City "as is" and there are no warranties, representations or conditions, expressed or implied, written or oral, arising by statute, operation of law, course of dealing, usage of trade or otherwise, regarding them or any other product, service or material provided hereunder or in connection herewith. Consultant and its licensors and suppliers disclaim any implied warranties or conditions regarding the Services and any other products, services or materials provided hereunder or in connection herewith, including but not limited to, warranties of merchantable quality, merchantability, durability, fitness for a particular purpose, title or non-infringement.
- 3.6 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 Scope, 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 completion of Services.
 - 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 Services.
- 3.7 Work Product. City acknowledges and agrees that no work product is being provided by Consultant as part of the Services or under this Agreement and no license rights are granted to City under this Agreement.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Services, including those furnished by its Subconsultants or Subcontractors will not exceed **\$175,252.00** as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Expenses.

- a. 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:
 - (1) 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;
 - (2) The Reimbursable Expenses in this section are approved in advance by City in writing; and
- b. 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:
Completed work generated by Consultant

5.3 Review and Withholding.

- a. City’s Project Manager will timely review and certify Payment Applications. If the Payment Application is rejected, City may withhold that portion of payment of any amounts that are disputed by City in good faith pending resolution of the dispute. City shall notify Consultant of the reasons for disputing any amount, including a written listing of items not approved for payment, within fifteen (15) days after receipt of the applicable invoice and the parties shall promptly seek to resolve the dispute in accordance with **Exhibit “E”**. Any such dispute shall not relieve City from paying when due any undisputed portion of the invoice.

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. 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 winding down the Services and delivery of the required items to the City, provided such costs do not cause the compensation to exceed the “not to exceed” amount provided in Section 4.1 above.
- 6.2 For Cause. Either party may terminate this Agreement for cause if the other party breaches any material provision of this Agreement and fails to cure such breach within seven (7) 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 to Consultant for Services furnished, City will pay the amount due to Consultant, less City’s damages, in accordance with the Provisions of Section 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 Services as herein defined. Such insurance shall cover Consultant and its employee(s).
- 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 \$5,000,000 per occurrence for bodily injury, personal injury, and property damage, which amount may be supplemented with umbrella coverage. If a general aggregate limit applies, 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 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 \$5,000,000 for each claim and a \$5,000,000 annual aggregate limit, which amount may be supplemented with umbrella coverage.

- d. Worker's Compensation: Insurance with all limits as required by the State of Arizona.
- e. Cyber Liability (Information Security & Privacy Insurance with Electronic Media Liability Coverage) Insurance appropriate to the Consultant's profession, with limit no less than \$5,000,000 per incident or claim, \$5,000,000 aggregate. Or 2,000,000 Individual Notification costs with \$2,000,000 per incident or claim limit for balance of insuring agreements. Including but not limited to coverage for Privacy Notification Costs, Regulatory Defense and Penalties, Cyber Extortion and Data Protection Loss.

8.2 Other Insurance Provisions. The commercial general liability policy and the automobile liability policy 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. 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 the Services, the Consultant's Commercial General Liability and Automobile Liability 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. Consultant's Commercial General Liability insurance policy required by this Section shall provide that if such coverage is canceled by the insurance company, such insurance company shall provide thirty days' notice to the City.
- d. Claims-made Policies. If any policy provided is on a claims-made basis, the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of two (2) years after the completion of contract work.

8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current AM. 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.

8.4 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 to the extent that Consultant's policy permits for such waiver of subrogation rights. 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) (if applicable).

- 8.5 Verification of Coverage. Within fifteen (15) days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements 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, 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 any endorsements or certificates, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval 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.

- 8.6 Subcontractors. If the City approves the use of subcontractors, the Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

9. **Immigration Law Compliance.**

- 9.1 Consultant, on its own behalf and on behalf of any Subconsultant, warrants to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any employee, is compliant with the warranty under this Section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and Consultant cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and

expressly accrue those obligations to the benefits of the City.

- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. **Limitation of Liability.** To the greatest extent permitted by applicable law, Consultant, its affiliates, and each of their respective directors, officers, employees, and shareholders' entire liability and City's exclusive remedy with respect to the services, and any other products, materials or services supplied by Consultant in connection with this Agreement for damages for any cause and regardless of the cause of action, whether in Contract or in tort, including negligence, strict liability or otherwise, shall not exceed in the aggregate an amount that is equal to the compensation paid to Consultant by City under this Agreement.

In addition to the foregoing, to the greatest extent permitted by applicable law, in no event shall Consultant, its affiliates and each of their respective Directors, Officers, Employees and Shareholders, be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages whatsoever, including but not limited to for lost revenue or loss of profits, loss of business, loss of data, failure to realize expected savings, or cost of substitute goods or services arising out of or in connection with this Agreement, even if it has been advised of the likelihood of the occurrence of such loss or damage or such loss or damage is foreseeable and notwithstanding any failure of essential purpose of any limited remedy.

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 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.

11.2 Representatives.

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

Patrick Shaughnessy
VP of Operations
1 Antares Drive, Suite 400
Ottawa, Ontario, K2E8C4

- b. City. City's representative (the "City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Don Rhoden
5850 W. Glendale 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 (10) days prior to the change.

12. **Financing Assignment.** Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party except as stated in this Section. 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. Consultant may assign this Agreement or its rights or duties under this Agreement to a successor entity in the event of its amalgamation or merger with an affiliated entity. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

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

13.1 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 subject matter of 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 solicitations, 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.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and 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. The City and Consultant hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Consultant in connection therewith or contemplated thereby.

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 Services, 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. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. Unless otherwise stated, 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 of 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 with applicable law.

- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 13.8 **Force Majeure.** Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the City's computer (unless by reason of the negligence of a party to this Agreement) or failure of inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a five (5) year initial period. There is no renewal of this Agreement without a written amendment.
15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**.
16. **Exhibits.** The following exhibits, with reference to the terms in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Scope(s) of Work
- Exhibit C Schedule
- Exhibit D Compensation
- Exhibit E Dispute Resolution

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

City of Glendale,
An Arizona municipal corporation

By: Kevin Phelps
Its: City Manager

WITNESS:

Pamela Hanna
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Patrick Shaughnessy
VP of Operations
1 Antares Drive, Suite 400
Ottawa, Ontario, K21E 8C4,
a Canadian Company

By: Patrick Shaughnessy
Its: VP of Operations

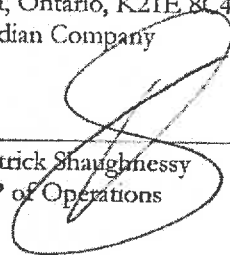


EXHIBIT A
Professional Services Agreement

PROJECT

Contractor will provide a software upgrade to the City's current CIS billing system, provide the City with a non-exclusive license to use such software, and migrate certain NorthStar add-ons from the City's current web server to a new Windows server. The software license and support will continue for a five (5) year period.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Contract will perform the Services described in the three attached Scopes of Work:

NorthStar Version 6.4 Upgrade
Core Automation Suite SOW and
Migration Services Description.

Exhibit B

Statement of Work

City of Glendale, AZ

NorthStar Version 6.4 Upgrade



NORTH|STAR™
UTILITIES SOLUTIONS

Prepared for:
City of Glendale, AZ
March 15, 2016
Version 1.3

SOW VALID UNTIL: April 30, 2016

Revision Control

Document Title: City of Glendale, AZ – Harris NorthStar – Version 6 Upgrade SOW

Author: NorthStar Professional Services

File Reference: City of Glendale, AZ - Harris Northstar - Version 6 Upgrade SOW.Docx

Version	Date	Author	Details / Comments
Version 1.0	2013-12-13	ML Whitehead	Initial version of the document.
Version 1.1	2015-04-24	ML Whitehead	Re-issued expired quote. Updated with current Upgrade SOW.
Version 1.2	2015-10-22	ML Whitehead	Re-issued expired quote
Version 1.3	2016-03-15	J Blais	Removed T&L and sign off page

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1 INTRODUCTION

The City of Glendale, hereafter referred to as “Glendale”, requires an upgrade of their billing system from NorthStar version 6.3.1 to NorthStar version 6.4. NorthStar 6.3.1 and NorthStar 6.4 share the same core business logic and leverage the years of investment both Glendale and NorthStar have made in your current CIS/billing system.

The purpose of this document is to provide information on the features and value of NorthStar 6.4, along with the level of effort associated with the upgrade, for those customers upgrading from NorthStar 6.3.1.

1.1 Objective

This Statement of Work (SOW) defines the work to be performed by NorthStar, an unincorporated division of N. Harris Computer Corporation, for Glendale CIS NorthStar 6.3.1 to NorthStar 6.4 upgrade. This SOW includes a high level timeline, fees, and other terms and conditions specific to the services requested by Glendale. Any additional requests for services that are not defined within this SOW will result in change orders with applicable fees.

Changes to this document shall be made through a change management process as described later in this SOW.

2 SERVICE DESCRIPTION

2.1 Areas within Scope

2.1.1 Upgrade Scope

All upgrade activities to be performed remotely, unless otherwise requested.

The scope of this statement of work is to upgrade <Customer>'s CIS NorthStar 6.3.1 to NorthStar 6.4.

Integration Points that will be ported to the NorthStar 6.4 environment are:

- MV-RS Meter Reading System
- iNovah Cashiering System
- PeopleSoft Financials System
- NorthStar eCARE Web Portal
- NorthStar mCARE Paperless
- NorthStar Executive Information System
- NorthStar eDOCs

Upgrade Notes:

- NorthStar's add-on applications (eCARE, mCARE, EIS, etc.) run on Microsoft server(s) and access the billing system directly. The migration of the NorthStar CIS will not have a direct impact on these applications and they will not require an upgrade or change. Migration of the add-ons will not be part of the upgrade project. NorthStar will point the TEST add-ons system to the new NorthStar database to facilitate user acceptance testing during the upgrade project.

2.1.2 Upgrade Approach

A NorthStar Project Manager (PM) will be the primary point of contact for Glendale on the NorthStar 6.4 upgrade. The PM has the overall accountability to successfully deliver the services required for a successful version 6.4 upgrade within agreed upon timeframe and budget. The project team will directly report to the PM and the PM will have the authority and support to manage the project team in the best interest of the project. The PM is also accountable for the following high-level project activities:

- Interface with Glendale assigned PM.
- Conduct regular internal project meetings to ensure that all aspects of the project are understood by the team and that progress and risks are properly reported.

- Conduct regular project meetings with Glendale.
- Review of project status, schedule, risks, resources as well as any other issues that may affect the success the project.

2.1.3 NorthStar Training Provided

NorthStar Product Orientation Session:

The Product Orientation session is held, via webex sessions, with the Core user group as the first stage of the setup portion of the upgrade implementation project. The objective of the orientation session is to introduce the users that have been working on the NorthStar 6.3.1 software to the new version of the product, NorthStar 6.4. There will be time spent on initiation to the navigation of the application, as well as reviewing the business processes specific to the Utility.

End User Training:

The End User training is held with the group of end users, via webex sessions, that will be working with the application once it is live. As some of these users will not have taken part in the Product Orientation session, this is the first area of focus for the training sessions. Training is targeted to the areas that are specific to the day-to-day work of the end users attending the training session. Agendas for the training are created in collaboration with the client prior to the training sessions, and may include some of the following topics: Security Setups, User Interface Enhancements, Cashiering and CARE.

2.1.4 NorthStar 6.4 User Acceptance Testing (UAT)

- NorthStar will work with Glendale to develop a site-specific upgrade test script for User Acceptance testing. Upon completion of testing Glendale will submit a signed copy of the UAT script confirming all areas of NorthStar 6.4 have been successfully reviewed as a prerequisite for NorthStar to schedule the Go Live activities.
- Glendale will have four weeks to complete the initial round of User Acceptance Testing. NorthStar will have two weeks of remediation for all priority 1 issues. Glendale will then have two weeks of remediation testing prior to scheduling End User Training and Go LIVE.
- In the event that Glendale needs to extend User Acceptance Testing beyond the initial four week and subsequent two week windows for UAT remediation testing, NorthStar will provide a change order for the extended testing support.

2.1.5 NorthStar 6.4 Data Refreshes



- NorthStar will perform 3 data refreshes throughout the 6.4 upgrade project. The initial data refresh will be included with the installation of NorthStar 6.4 for UAT. The second data refresh will be performed upon completion of UAT, in preparation for End User training. The final data refresh will be performed upon Go LIVE cutover. Any requests for additional data refreshes will be considered at an additional cost/schedule impact to the project.

2.1.6 City of Glendale Responsibilities

Following are the key responsibilities of Glendale under this agreement:

1. Ensuring NorthStar has direct, dedicated remote technical connection capabilities with administration access to any server that the NorthStar applications reside on for the duration of the upgrade project.
2. Ensuring that underlying infrastructure for NorthStar 6.4 is acquired and installed by the required time per agreed upon project plan (Note: Minimum specifications for servers and workstations should be discussed and agreed upon at commencement of project).
3. Installing server(s) with appropriate network connectivity.
4. Installing operating system and partitioning disk space.
5. Installing database software.
6. Creating users at the operating system level.
7. Configuring peripheral devices (printers, scanners, cash drawers, etc.).
8. Installing VPN connection.
9. Configuring back up and maintenance routines for new database.
10. Testing hardware components and environment.
11. Assisting with upgrade testing.
12. Conducting User Acceptance testing.
13. Assisting with End User Training which will be led by NorthStar. *NorthStar will provide up to 16 hours of End User training. If Glendale requires additional training sessions due to staff size a Change Order will be issued for the effort.*
14. Leading Go LIVE activities

2.1.7 Engagement Completion Criteria

The Engagement is deemed completed once upgraded application has been deployed to the live environment for twenty business days and that any Priority 1 items raised during that period have been resolved. NorthStar has the exclusive right to classify call types according the definitions below.

Call Type	Definition
Priority 1 – Urgent or High Priority	<ul style="list-style-type: none"> • System Down (Software Application, Hardware, Operating System, Database) • Impacts Critical Business Function without a workaround



	<ul style="list-style-type: none"> • Performance issues of severe nature impacting critical processes.
Priority 2 – Medium Priority	<ul style="list-style-type: none"> • System errors that have workarounds • Impact to business function is not critical: <ul style="list-style-type: none"> • Performance issues not impacting critical processes • Usability issues • Workstation connectivity issues (Workstation specific)
Priority 3 – Low Priority	<ul style="list-style-type: none"> • Minimal or no impact to critical business function • Report formatting issues • Training questions, how to, or implementing new processes • Aesthetic issues • Issues with workarounds for large majority of accounts • Recommendations for enhancements on system changes • Questions on documentation

2.2 Areas Out of Scope

Anything in this section and not listed in the above “Areas within Scope” is considered out of scope for this SOW. Specific items that are currently out of scope of this engagement include:

- Additional User training if deemed required above End User training.
- Post Live Refresher training if deemed required following Go LIVE.
- Migration of NorthStar add ons; eCARE, mCARE, EIS, to new server.
- Professional Services related to data archive and purge activities.
- Migrating cron jobs or automated scheduled tasks.

3 ESTIMATED TIMELINE

The estimated duration of this engagement is approximately 4 months. The possibility and feasibility of a reduced duration will be evaluated during the Customer Preparation phase as it will depend on what needs to be ported to NorthStar 6.4, availability of resources and involvement of Glendale. Adherence to the project plan and timeline is critical. NorthStar will prepare a formal project plan and timeline. Glendale will review, provide comments on, and provide NorthStar with approval of the project plan and timeline.

Timeline	Phase Activities
Month 1	<ul style="list-style-type: none"> Customer Preparation NorthStar 6.4 Installation
Month 2	<ul style="list-style-type: none"> Core Team Product Orientation User Acceptance Testing
Month 3	<ul style="list-style-type: none"> User Acceptance Testing End User Training
Month 4	<ul style="list-style-type: none"> Go LIVE Post Go LIVE Support

There are a number of factors to be considered that will have an associated un-planned increase in effort and will therefore impact the project schedule. These factors are typically not determined until project kick-off and will be a key input into the final Go LIVE date and may result in additional cost. NorthStar will notify Glendale of any increase in effort and will provide Glendale with a Change Order according to section 4 Change Management Process. These factors include:

- Custom Modifications:
 - All custom modifications with user-interface elements need time allocated for coding.
 - Some NorthStar programs will require modification if the database is changing as part of the scope of the upgrade.
 - The number of custom modifications that need to be ported to the new environment will have an impact on the time associated with coding and testing.
- Data:
 - Data clean-up (if required) by Glendale.
 - Amount of data – consideration needs to be given to the amount of historical data required and how long it will take to obtain the data.
- Peripherals:
 - If Glendale has special print handling – paper source, special commands, this will create additional effort.
 - An increase or replacement of equipment with the upgrade (i.e. cash drawer).
- Project Resourcing:

- In the event that Glendale staff is unable to be dedicated to the agreed upon project plan, resulting in an extension of the timeline, NorthStar will evaluate the need for a Change Order for additional Project Management and dedicated support services to extend the project timeframe.

4 CHANGE MANAGEMENT PROCESS

NorthStar will maintain the SOW with formal documentation denoting agreed upon changes. Glendale and NorthStar may propose changes to this SOW addressing services falling outside the scope of services described in this SOW ("Change"). The Change Order form must be used for all change requests. NorthStar shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written Change Order form signed by the designated representatives from both parties.

Upon identifying the need for a change, NorthStar shall submit the change on our standard Change Order form describing the change, including the impact of the change on the schedule, fees and expenses.

Within 5 consecutive business days of receipt of the change order form, Customer shall either indicate acceptance or rejection of the proposed change by signing the Change Order form or any other period of time mutually agreed to by the parties. If NorthStar is advised not to perform the change, then NorthStar shall proceed only with the original services. In the absence of Customer acceptance or rejection of the Change Order, NorthStar will not perform the proposed change.

5 FEES & PAYMENT SCHEDULE

5.1 Fees

Version 6.3.1 to Version 6.4 Upgrade			
Description	Estimated Effort (Hours)	Hourly Rate	Total
<i>Project Management</i>	80	\$200	\$16,000
<i>Upgrade Preparation</i>	16	\$200	\$3,200
<i>NorthStar 6.4 Installation</i>	24	\$200	\$4,800
<i>NorthStar 6.4 Product Orientation Training</i>	8	\$200	\$1,600
<i>Validation Testing Support</i>	104	\$200	\$20,800
<i>End User Training Data Refresh</i>	8	\$200	\$1,600
<i>End User Training</i>	16	\$200	\$3,200
<i>Go LIVE Cut Over*</i>	28	\$300*	\$8,400
<i>Upgrade Go LIVE Support</i>	40	\$200	\$8,000
<i>Create 6.4 Test Instance</i>	8	\$200	\$1,600
<i>5% Technology, Administration & Communication Fee</i>			\$3,460
Project Total	332		\$72,660

**As this work must be performed over a weekend an after-hours premium applies to this service.*

5.2 Payment Schedule

Any mutually agreed upon change controls will be billed at \$200/hour when incurred. An additional amount equal of 5% of the total fees billed has been included in the fee charged to cover technology, communication and administrative costs. Price excludes any applicable taxes.

The NorthStar fees for the scope of services described in this Statement of Work, including the 5% technology, communication and administrative fee, is \$72,660 USD based on fixed price plus any travel and logistics (T&L) which may be required.

1. 50% on contract signature (\$36,330)
2. 20% on based solution installed within Glendale's non-production environment (\$14,532)
3. 10% on Product Orientation training delivered (\$7,266)
4. 5% on End User training delivered (\$3,633)
5. 10% on Go LIVE (\$7,266)
6. 5% on Upgrade Project Acceptance (\$3,633)



Invoices are payable upon receipt.

Quote is valid for 60 days from date of delivery. After 60 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

5.3 Travel and Living Expenses

The above mentioned fees do not include any travel and per diem expenses incurred for on-site visits required for this engagement.

Any travel time will be billed at \$75/hour. Glendale shall also pay or reimburse travel expenses plus a per diem reasonably incurred in furtherance of NorthStar duties hereunder.

6 PROJECT ASSUMPTIONS

The services, fees and delivery schedule for this engagement are based upon the following assumptions:

- Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement. Any proposed change to the engagement scope must be put into written format and be submitted to NorthStar during this engagement for review and consideration.
- This engagement currently has, and will continue to have, the support of senior Glendale management and will be assigned sufficient priority with respect to other projects to ensure its success.
- Glendale will assign a Lead to act as an internal resource and guide throughout this engagement.
- Glendale will secure the appropriate staff in a timely fashion in order to discuss or review the various materials produced when required.
- Glendale will provide access and support from the IT group and any other stakeholder, as deemed necessary by NorthStar throughout this engagement.
- Glendale agrees to facilitate any required corporate logistics for the fulfillment of this agreement.
- Glendale will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of NorthStar's locations. NorthStar shall abide by all rules and directions of Glendale when accessing the Glendale's network, facilities or systems.
- All documentation provided by Glendale shall be up-to-date and accurate or if that is not the case, advise NorthStar as such.
- All hardware, software, and network components supplied by Glendale are working properly and are free of defects and will meet minimum hardware standards provided during the engagement.
- The environment that has been installed, configured, and validated during the upgrade implementation will become the production environment at Go LIVE. In the event this production environment is required to be migrated to another server after the initial installation a Change Order may be applicable.
- All third-party software and hardware products are assumed to perform correctly in Glendale's environment, in accordance with the appropriate third-party vendor's specifications.
- To minimize project costs, majority of project work will be performed at one of the NorthStar's locations except for project activities where face-to-face is deemed more effective.
- Price does not include Glendale approved travel and living expenses that may be required as part of the delivery of the engagement. (i.e. air fare, car rental, gas, per diem and hotel) NorthStar will work with Glendale to identify most cost effective accommodations for Glendale's onsite activities that are mutually agreed upon.
- Price for this proposal is based upon Glendale obtaining all hardware and associated operating/database systems.

- The number and complexity of the custom modifications included in Glendale's current system must be fully assessed before the project schedule can be finalized as this will affect the effort in the User Acceptance Testing phase. This assessment will take place during the Upgrade Preparation phase of the engagement.
- Glendale data provided will be complete and clean. It is the responsibility of Glendale to clean data if deemed required due to the identification of inaccurate entries.
- ***There are 3 data refreshes included (initial, refresh, final). Any requests for additional data refreshes will be considered at an additional cost/schedule impact to the project.***
- All data refreshes will be performed during regular business hours, 8:00 a.m.-5:00 p.m. EST, with the exception of Live cut-over which will be performed over a weekend.
- Transition Readiness Phase is one week.
- Glendale is responsible for preparing the underlining IT infrastructure (hardware installation, operating system, and network connectivity) and supply the required servers based on the minimum server specifications. This must be in-place per agreed upon project plan.
- Glendale is responsible to provide the Testing and Production environment.
- Any new add-ons (mCARE, eCARE, etc.) currently not within the North Star 6.3.1 environment will be considered at an additional cost and effort.

1 APPENDIX A - NORTHSTAR 6.4 – TYPICAL HARDWARE RECOMMENDATIONS

Optimal Hardware	Optimal Software
<p>NorthStar CIS v6.4 Application & Database Server</p> <ul style="list-style-type: none"> • Quad Xeon Processor (required) • 2 x Quad Xeon Processor (recommended) • 64GB Memory • 1000GB 15K (minimum) • 1000GB 15K SSD or SSHD (recommended) 	<p>NorthStar CIS v6.4 Application & Database Server</p> <ul style="list-style-type: none"> • Windows 2012 64 Bit • JBoss 5.1 • Tomcat 6.0 • Java 6 • SQL Server 2012
<p>NorthStar CIS Production Extension Server (Reports Anywhere, eDocs)</p> <ul style="list-style-type: none"> • Dual Xeon Processor • 16GB Memory • 2 X 72GB 15K SAS Drives 	<p>NorthStar CIS Production Extension Server</p> <ul style="list-style-type: none"> • Windows 2012 Standard 64 bit
<p>NorthStar CIS Production Extension Server (CustomerConnect)</p> <ul style="list-style-type: none"> • Dual Xeon Processor • 32GB Memory • 500GB 15K SAS Drives 	<p>NorthStar CIS Production Extension Server (CustomerConnect)</p> <ul style="list-style-type: none"> • Windows 2012 Standard 64 bit
<p>NorthStar CIS v6.4 Client Computer</p> <ul style="list-style-type: none"> • Quad Core CPU (Intel Core2, AMD Phenom...) • 40GB hard drive (or higher) • 4GB Memory (minimum) • 8GB Memory (recommended) • Minimal resolution: 1360 x 786 	<p>NorthStar CIS v6.4 Client Computer</p> <ul style="list-style-type: none"> • Windows XP (32 or 64) • Windows 7 (32 or 64) • JRE 6.0 • Microsoft Office 2010

Statement of Work

Glendale, AZ

Core Automation Suite SOW



NORTH|STAR™
UTILITIES SOLUTIONS

Prepared for:
Glendale, AZ
March 15, 2016
Version 2.1

SOW VALID UNTIL: April 30, 2016

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1 INTRODUCTION

Glendale, AZ, hereafter referred to as “Glendale”, wishes to license the Core Automation Suite from NorthStar Utilities Solutions, an unincorporated division of N. Harris Computer Corporation (“NorthStar”).

Glendale wishes retain NorthStar to perform the Services (as defined herein) and acquire a license to utilize the Software (as defined herein and owned by NorthStar). Glendale and NorthStar agree to enter into this SOW dealing the Software implementation services and Software licensing. Nowtherefore, in consideration of the mutual covenants set out in this SOW and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1.1 License

1. Grant of Licenses

- a. Subject to the terms and conditions herein, NorthStar hereby grants to Glendale a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the NorthStar CIS computer system (the “License”) in consideration for the payment of the License fees. All Releases installed by Glendale are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software.
- b. Glendale may duplicate Documentation, at no additional charge for Glendale's permitted uses so long as all required proprietary markings are retained on all duplicated copies.
- c. As between NorthStar and Glendale, NorthStar reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.
- d. Any Software furnished by NorthStar in machine-readable form may be copied in whole or in part by Glendale for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Glendale’s facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Glendale agrees that the original copy of all Software furnished by NorthStar and all copies thereof made by Glendale are and at all times remain the sole property of NorthStar.
- e. Any License granted under this SOW permits Glendale to: (i) use the Software for its utility billing and related purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as Glendale deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software. Access to and use of the Software by independent contractors of Glendale shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by NorthStar in

advance of the independent contractors' access to the Software. Glendale shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

- f. Software is licensed for use by the current number of NorthStar CIS users and on the current operations of Glendale. Any change in the number of users of NorthStar CIS or a material increase in the Glendale's business, such as through acquisition of another utility, would require additional licensing.
- g. Glendale may purchase additional Software Licenses at the time such Licenses become necessary at NorthStar's then current prices and terms.

2. Term of License

The License commences on effective date of the SOW. The License is granted for the term of the SOW. The initial term of this SOW is 5 years and may be renewed annually thereafter.

3. Restrictions on Use

- a. Glendale shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with Glendale's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, license, sell or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Glendale shall be wholly liable to NorthStar for any misuse of the Software and these restrictions are absolute except as and only to the extent that this SOW may expressly permit Glendale to do otherwise
- b. The Software and related materials supplied by NorthStar are protected by copyright and trademark laws. The Software is licensed and may not be resold by Glendale. Any rights not expressly granted herein are reserved. Glendale may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by NorthStar.

4. Ownership of Software and Confidential Information

- a. Glendale acknowledges that the Software contains proprietary information and Confidential Information of NorthStar which shall, at all times, remain the property of NorthStar.
- b. Glendale will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- c. In order to assist NorthStar with the protection of its proprietary information and Confidential Information and to enable NorthStar to ensure that Glendale is complying with its obligations, Glendale shall permit NorthStar to visit during normal business hours any premises at which the

Software is used or installed and shall provide NorthStar with access to its Software. NorthStar shall provide Glendale with reasonable notice of any such audit.

5. Ownership and Disposition of Documents

- a. All materials and documents which were developed or prepared by NorthStar for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of NorthStar. The parties agree that no materials or documents are being created for Glendale by NorthStar under this SOW as of the effective date.

2 SERVICE DESCRIPTION

2.1 Areas within Scope

See Appendix A for a full description of workflows included in the Core Automation Suite

- Deployment of Full Core Automation Suite
- Configuration Training
- Configuration Assistance
- Testing Support

(a) Engagement Completion Criteria

Engagement is deemed completed once the workflows that Glendale opts to implement are deployed to a live environment. Workflows that Glendale wants to implement must be identified during the planning phase.

2.2 Areas Out of Scope

Anything in this section and not listed in the above “Areas within Scope” is considered out of scope for this SOW. Specific items that are currently out of scope of this engagement include:

- User training on the NorthStar workflow editor
- Customized rules or workflows
- Rules development of workflow bundles not considered within the Core Automation Suite
- NorthStar Automation Platform documentation
- NorthStar workflow modifications

3 ESTIMATED TIMELINE

The estimated duration of the Core Automation Suite Implementation is 3 months. NorthStar anticipates the validation stage duration to be 15 business days commencing once configuration is complete in the test environment. NorthStar will have 10 days to execute any configuration changes required at which time Glendale will have an additional 5 days remediation testing prior to moving workflows to a live environment. In the event that Glendale needs to extend the testing efforts beyond 20 days, NorthStar will provide a change order for the extended testing services.

4 CHANGE MANAGEMENT PROCESS

NorthStar will maintain the SOW with formal documentation denoting agreed upon changes. Glendale and NorthStar may propose changes to this SOW addressing services falling outside the scope of services described in this SOW ("Change"). The change order form must be used for all change requests. NorthStar shall have no obligation to commence work in connection with any change until the fee and schedule impact of the change is agreed upon in a written change order form signed by the designated representatives from both parties.

Upon identifying the need for a change, NorthStar shall submit the change on our standard change order form describing the change, including the impact of the change on the schedule, fees and expenses.

Within 5 consecutive business days of receipt of the change order form, Glendale shall either indicate acceptance or rejection of the proposed change by signing the change order form or any other period of time mutually agreed to by the parties. If NorthStar is advised not to perform the change, then NorthStar shall proceed only with the original services. In the absence of Glendale's acceptance or rejection of the change order, NorthStar will not perform the proposed change.

5 FEES & PAYMENT SCHEDULE

5.1 Fees

Description			Total
Professional services			\$8,400
Year 1 subscription fee			\$15,000
Year 2 subscription fee			\$15,525
Year 3 subscription fee			\$16,068
Year 4 subscription fee			\$16,631
Year 5 subscription fee			\$17,213

Pricing is contingent on 5 year initial term. Glendale cannot terminate the subscription within the 5 year term.

5.2 Payment Schedule

An additional amount equal of 5% of the total professional services fees billed has been included in the fee charged to cover technology, communication and administrative costs. Price excludes any applicable taxes.

The NorthStar fees for professional services described in this Statement of Work, including the 5% technology, communication and administrative fee, is \$ based on fixed price plus any travel and logistics (T&L) which may be required.

The subscription fees are per the table in section 5.1 and are payable upon deployment to a test or live environment.

1. 50% on contract signature (\$4,200)
2. 30% on deployment of workflows to TEST (\$2,520)
3. 10% on configuration of workflows in TEST (\$1,260)
4. 10% on user acceptance of workflows in TEST or 90 days post deployment of workflows to TEST, whichever milestone occurs earliest (\$1,260)

Invoices are payable upon receipt.

Any mutually agreed upon change controls will be billed at \$200/hour. when incurred. Price excludes any applicable taxes.

Quote is valid for 90 days from date of delivery. After 90 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

5.3 Travel and Living Expenses

The above mentioned fees do not include any travel and per diem expenses incurred for on-site visits required for this engagement.

Any travel time will be billed at \$75/hour. Glendale shall also pay or reimburse travel expenses plus a per diem reasonably incurred in furtherance of NorthStar duties hereunder.

6 APPENDIX A – CORE AUTOMATION SUITE WORKFLOWS

6.1 GL Archive Workflow

- NorthStar’s GL Archive workflow is designed to run the full GL Archive process from Load and File Create through to running the GL Report and Interface Posting Archive. The workflow can be scheduled to run at night, eliminating the need to coordinate running the Archive process with resources performing live activities. Integration to the financial system is available automatically and users begin balancing activities immediately upon open of day. Users can spend more time analyzing GL transactions rather than waiting for them to process.

6.2 AP Archive Workflow

- NorthStar’s AP Archive workflow is designed to run the full AP Archive process from Load and File Create through to running the AP Report and AP Archive. The workflow is scheduled to run at night, eliminating the need to coordinate running the Archive process with resources running Refund Journals during daily processing. Integration to the Accounts Payable system is available automatically and Accounts Payable Clerks can begin processing customer refunds immediately at start of day.

6.3 Financial Reporting Bundle

- NorthStar’s Financial Reporting Bundle includes the following NorthStar reports:
 - Trial Balance By Service/Trial Balance By Account
 - Summary Trial Balance By Account
 - Accounts Deposit Listing
 - Customer Deposit Listing
 - Aging Report
 - A/R Aging Report By Service/A/R Aging Summary
- The reporting bundle is scheduled to run at night, eliminating the need to coordinate running financial reports and processes with resources performing live activities. Users begin balancing activities immediately upon open of day, freeing up several hours of time wasted waiting for the processes to run. Users can spend more time analyzing Financial reports rather than waiting for them to process

6.4 Meter Reading Workflow

- NorthStar’s Meter Reading Automation workflow automatically runs the Reading Load based on a Customer’s predefined reading requirements. The Import File Creation and Export file Translation are automatically processed, allowing the Automation Platform to generate the Meter Reading Verification report, saving the report for exceptions handling. Scheduling meter readings in advance and allowing NorthStar to load the meters and create the Import file(s) can increase reliability and decrease dependence on individuals. Files can be processed overnight so meter readers can begin reading their routes first thing in the morning. Once the reads have been completed, let the workflow bring the reads back into NorthStar and have the verification reports ready and waiting at the earliest possible moment. No wasted time and issues resolved more quickly leads to more efficient billing!

6.5 Billing Workflow

- NorthStar's Billing workflow automates the processing tasks associated with billing. This includes calculating the bills and generating the Verification Listing as well as completing the final steps of Journal Print and Post. Automating the various steps of a batch can result in less load on NorthStar during business hours as well as more appropriate use of the Billing Department's time. Calculation and verification listings can be completed automatically and be made available for review upon completion. Journal print and post can be sequenced to run prior to G/L automation to ensure that the day's activity is included in the correct G/L interface file. Automating these processes results in billers being able to concentrate on exceptions processing rather than waiting for processes to run.

6.6 Pre-Authorized Payment Workflow

- NorthStar's Pre-Authorized Payment Automation workflow automatically processes your Pre-Authorized payments by transferring them to cash, printing and archiving your Cashiering Journal Print and posting payments to customer's accounts on the applicable payment date. Automating the processing of Pre-Authorized payments ensures payments are posted directly to customer's accounts on the due date without having to maintain external schedules or calendar reminders to manually post. The process can be scheduled to run at night so the payments are posted immediately at start of day. This reduces conflicts with Collection activities as well as the incidence of incorrectly applied interest charges or late fees, and the resulting reversals.

6.7 Lockbox Payment Workflow

- NorthStar's Lockbox Payment workflow automatically processes your Lockbox Import. The import is then followed by printing and archiving the Pre-Transfer Listing, transferring the payments to cash, printing and archiving the Cashiering Journal and Posting payments to customer's accounts. Automating the Lockbox process ensures payments are posted to accounts in a timely fashion. The process can be configured to run at night and throughout the day ensuring payments are posted prior to Credit Control loads running, reducing conflicts with Collection activities as well as the incidence of incorrectly applied interest charges or late fees, and the resulting reversals. Automating this process also frees up users to handle Lockbox Transfer exceptions and contact customers who may be using incorrect banking information on their payments.

6.8 Web Payment Workflow

- NorthStar's Web Payment workflow automatically processes your Web Payment Transfer to Cashiering. The transfer is then followed by printing and archiving the Cashiering Journal and Posting payments to customer's accounts. Automating the Web Payment process ensures payments are posted to accounts in a timely fashion. The process can be configured to run at night ensuring payments are posted prior to Credit Control loads running, reducing conflicts with Collection activities as well as the incidence of incorrectly applied interest charges or late fees, and the resulting reversals. Automating this process also frees up users to concentrate on walk in customer traffic and handling exceptions such as misapplied payments.

6.9 Credit Control Workflow

- NorthStar's Credit Control Automation workflow creates Credit Control batches and runs the Aging or Auto Load within Credit Control, loading delinquent accounts into the Credit Control Batch for exceptions and collections processing. By running the process at night, users are unaffected by the load and conflicts with payment processing are avoided. Credit resources can immediately begin exceptions and collections handling upon open of business day resulting in earlier Notice delivery and/or disconnections. Best of all, the Credit Department will be freed up to concentrate on Customer Service rather than monitoring the process.

6.10 Write Off Workflow

- NorthStar's Write Off workflow includes the automation of the Write Off process. Creation of the Write Off batch, loading the accounts, creating and saving the journal and posting the transactions are all available with this workflow. The Write Off process can be configured to run at a predefined time such as at month end, and for various scenarios such as credit balances, small balances write off etc.. The Write Off workflow allows Utilities to define the required parameters and load the accounts with no manual intervention required. The remaining tasks, the Journal Print and Post processes are also included in this workflow. By automating the Write Off process users spend less time completing this manual process and can be more proactive in their collection efforts to minimize bad receivables moving forward.

6.11 Reverse Write Off Workflow

- NorthStar's Reverse Write Off workflow includes the automation of the Reverse Write Off process. Creation of the Reverse Write Off batch, loading the accounts, creating and saving the journal and posting the transactions are all available with this workflow. By configuring the Reverse Write Off workflow to automatically run on a predefined schedule you eliminate the need to track and communicate bad debt payments manually. Payments through Lockbox or the Web are identified for reversal automatically with no manual intervention. Automate your write off reversals to ensure you are recovering your bad debt expense in a timely fashion.

6.12 Balance Transfer Workflow

- NorthStar's Balance Transfer Workflow creates Balance Transfer batches, loading accounts using the Filtered Method. The process identifies accounts with like Debtor Numbers to move balances between. Final steps of the rule include generating and saving the Journal and Posting the transactions to the individual accounts. This workflow is typically configured to run for credit balance transfers after posting Final Billing and once per month for debit balance transfers. Automating this process frees up both system and human resources to other tasks that require human intervention and allows NorthStar to handle the process outside of normal business hours.

6.13 Late Payment Journal Workflow

- NorthStar's Late Payment Workflow automatically loads accounts for Late Payment processing. The workflow loads accounts and is followed by generating and archiving the Late Payment Journal and Posting Late Payment to customer's accounts. The process can be configured to run over night to ensure Late Payment appears on accounts immediately at start of business day, providing accurate cash and collections balance amounts.

6.14 Overdue Interest Journal Workflow

- NorthStar's Overdue Interest Workflow automatically loads accounts for Overdue Interest processing. The workflow loads accounts and is followed by generating and archiving the Overdue Interest Journal and Posting Overdue Interest to customer's accounts. The process can be configured to run over night to ensure Overdue Interest appears on accounts immediately at start of business day, providing accurate cash and collections balance amounts.

6.15 Deposit Interest Workflow

- NorthStar's Deposit Interest Workflow automatically loads accounts into the Refund Journal for Deposit Interest processing. The workflow loads accounts and is followed by generating and archiving the Deposit Interest Refund Journal and Posting Deposit Interest to customer's accounts. This workflow is scheduled to run at night at month/year end eliminating the need to wait for the interest to be posted prior to beginning balancing activities. It also frees up time wasted waiting for the processes to run allowing users to spend more time on analyzing month/year end financial reports and results.

6.16 Deposit Refund Workflow

- NorthStar's Deposit Refund Workflow automatically loads accounts into the Refund Journal for Deposit Refund processing based on predefined refund requirements. The workflow loads accounts and is followed by generating and archiving the Deposit Refund Journal and Posting Deposit Refunds to customer's accounts. The workflow can run on a predefined schedule and will load and process accounts that are eligible for refund based on the Utility's refund rules. Automating this process frees up reps to concentrate on collection of deposits from poor paying customers and other collection processes requiring much more manual intervention and attention.

6.17 Credit Refund Workflow

- NorthStar's Credit Refund Workflow automatically loads accounts into the Refund Journal for Credit Refund processing. The workflow loads credit balance accounts for refund and is followed by generating and archiving the Credit Refund Journal and Posting the refunds to customer's accounts. The Credit Refund workflow is typically configured to automatically run after Final Billing post and the Balance Transfer Program has been run. The process is configured to locate final accounts with a remaining credit to be refunded through Accounts Payable. Automating this process frees up both system and human resources to other tasks that require human intervention and allows NorthStar to handle the process outside of normal business hours.

6.18 Reverse from Balance History Workflow

- NorthStar's Reverse from Balance History Workflow allows users to select Late Payment, Overdue Interest (from OI Journal) or Extra Charges to reverse from a customer's account. The process automatically loads the reversing entry into the Extra Charge Journal and can run the process through to post. The Reverse from Balance History workflow allows users to perform on demand reversals of Late Payment, Overdue Interest (from OI Journal) or Extra Charge entries. The process immediately updates the customer's account, ensuring an accurate balance for cash and collection purposes. The process is easy and streamlined, allowing CSRs to process the adjustment with a simple right click of the mouse.

6.19 Automation Platform Maintenance Workflow

- NorthStar's Automation Platform Maintenance workflow purges and archives the Event and Payload data that is used by and/or generated through the various rules in use by the Automation Platform. The Automation Platform Maintenance workflow ensures the automation tables maintain a reasonable size and that remaining data is easily accessible to the rules and workflows that require it. Regular maintenance minimizes performance issues due to volume of data ensuring workflows run smoothly and without interruption.



www.northstarutilities.com

Date: March 15, 2016
Customer: City of Glendale, AZ
Attention: Rafael Olloren

Support Call: 1342508
Department: NS-PS
Fixed Price: \$13,755

Services Description: The City of Glendale (*Glendale*) would like to migrate their NorthStar add-ons; eCARE, mCARE and Cognos Report Writer from their current web server to a new Windows server.

Scope of Work:

- Migrate eCARE to server and redirect to NorthStar TEST environment .
- Migrate mCARE to new server and redirect to NorthStar TEST environment.
- Configure IIS and Cognos.
- Install Cognos 10 on a new application server.
 - Configure new database for content store.
 - Export existing content store and import into new database.
 - Configure new database connectors to connect to NorthStar CIS TEST/LIVE.
- Provide migration User Acceptance testing support.
- Perform Go LIVE cut over upon completion of User Acceptance testing.
- Provide post LIVE support for five (5) business days after Go LIVE is completed.
- Create eCARE and mCARE TEST instances.

Assumptions:

- NorthStar will be installing Cognos 10 as part of the migration activity. This version update does not require any User training or update to existing Cognos reports.
- NorthStar recommends that the Cognos content store reside on a separate SQL server to avoid any performance degradation affecting the NorthStar CIS.
- NorthStar will create a web page announcing that the web portal is unavailable during the final Go LIVE cut-over and will disable the page once the migration activity is complete.



Glendale's Responsibilities:

- Ensuring that underlying infrastructure for the add-on applications is acquired and installed by the required time per agreed upon project plan (Note: Minimum specifications for servers and workstations should be discussed and agreed upon at commencement of project.)
- Installing server with appropriate network connectivity.
- Installing operating system and partition disk space.
- Installing database/ODBC software.
- Creating users at the operating system level.
- Installing VPN connection.
- Glendale will need to set up necessary security for their Cognos User groups.
- Testing hardware components and environment.
- Conducting migration testing.

Approach:

Upon receipt of this signed document, the following steps will be taken:

1. Project work will be scheduled to commence approximately 30 days from receipt of approval.
2. Client will be contacted to inform them of the scheduled date of their work and the estimated timeframe for when they will be required for testing.
3. Approximately 1 week prior to beginning the work on the project, client will be contacted by the developer assigned to their tracker to confirm that they will be beginning work on their project.

To proceed with this request, we require your written approval. Once received, a Statement of Work (Detailed Requirements) to further clarify requirements may be completed if deemed necessary and will be sent to you for sign off prior to commencement of work. At that time if the scope is determined to be greater than the scope

Upon acceptance of the Statement of Work, an estimated completion date will be provided. Work will commence approximately 30 days from approval of this quote. Should additional time be required to complete this project at any time, you will be notified and asked for your approval in advance of Harris completing the incremental work.



Acceptance Terms:

The work contained within this document is deemed completed and accepted upon Go LIVE activity.

Note: Any items requiring support following acceptance of this work should be logged through the Support Desk.

Effort Breakdown:

Description	Estimated Effort (Hrs)	Hourly Rate	Total
PM Effort	6	\$200	\$1,200
Configuration of new eCARE environment	12	\$200	\$2,400
Configuration of new mCARE environment	12	\$200	\$2,400
Install & Configure Cognos 10	6	\$200	\$1,200
Configure new database for Content Store	1	\$200	\$200
Configure new database Connectors	1	\$200	\$200
Customer Testing support	7	\$200	\$1,400
Go Live Cut Over*	9	\$300*	\$2,700
Post LIVE Support	5	\$200	\$1,000
Create eCARE & mCARE TEST Instances	2	\$200	\$400
<i>5% Technology, Administration & Communication Fee</i>			\$655
Project Total	61		\$13,755

**As this work must be performed over a weekend an after-hours premium applies to this service.*

Price:

This is a fixed price quote based on the scope described above. An additional amount equal of 5% of the total fees billed have been included in the fee charged to cover technology, communication and administrative costs. If there are material changes to the scope or our understanding of the scope, the price is subject to change.

Any additional scope will be charged at a rate of \$200/hr.

Price excludes any applicable taxes.



www.northstarutilities.com

Quote is valid for 60 days from date of delivery. After 60 days the quote will be considered expired and would need to be reassessed and re-quoted if still required.

Payment Terms:

This quotation will require a 50% deposit on signing, before any work will begin.

- 25% is due upon configuration of eCARE, mCARE & Cognos 10 in non-production environment.
- 25% is due 30 days from deployment of add ons to non-production environment.

Assumptions:

Please note that upon completion of initial migration into the testing environment, clients will have thirty (30) calendar days for acceptance testing, during which time, issues reported within the 30 days will be resolved at no charge provided they are part of the original scope of work. At that time the new database will be moved to a production state upon agreement from the customer. All changes or issues reported after 30 days will be considered billable, unless a prior arrangement or extension to the acceptance period is made. There may be additional testing efforts in the event the testing extends beyond the 30 day testing period (or agreed upon testing period). If the testing period extends past 30 calendar days there may be an additional charge to move to Production unless a prior arrangement or extension has been agreed upon.

EXHIBIT C
Professional Services Agreement

SCHEDULE

The schedule for each portion of the Work performed under this Agreement is contained in the Scope(s) of Work attached hereto as Exhibit B.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The amount and schedule for payment for each portion of the Work performed under this Agreement is contained in the Scope(s) of Work attached hereto as 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 **\$175,252.00**.

DETAILED PROJECT COMPENSATION

The amount and schedule for payment for each portion of the Work performed under this Agreement is contained in the Scope(s) of Work attached hereto as Exhibit B. For NorthStar Version 6.4 Upgrade, the maximum amount of compensation shall not exceed **\$72,660.00**, for Core Automation Suite SOW, the maximum compensation amount shall not exceed **\$88,837.00** and for the Migration Services Description, the maximum compensation shall not exceed **\$13,755.00** over the entire term of the Agreement.

There is no contingency or allowance for additional services or payment of additional amounts without a written amendment to this Agreement signed by both parties.

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
 - 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
 - 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
 - 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute**. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.
 4. **Exceptions**.
 - 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
 - 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 16-081, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HUNTER CONTRACTING CO. TO PROVIDE CONSTRUCTION SERVICES FOR REPLACEMENT OF THE FILTER UNDERDRAINS AND FINISHED WATER PUMP STATION IMPROVEMENTS AT THE OASIS WATER TREATMENT PLANT

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 linking agreement with Hunter Contracting Co. (Hunter) and to authorize the City Manager, at his discretion, to amend the agreement for the additional two one-year extensions, and approve the expenditure of funds in an amount not to exceed \$1,233,540.57 for the entire term of the agreement to provide construction services for replacement of the filter underdrains and finished water pump station (FWPS) improvements at the Oasis Water Treatment Plant. This cooperative purchase is available through an agreement between the City of Peoria and Hunter, contract ACON23114, and can be extended through May 31, 2018.

Background

The Oasis Water Treatment Plant (WTP) is a 12.5 Million Gallons per Day (MGD) surface water treatment facility built in 2007. The treated water flows into a finished water reservoir. From the reservoir, water is pumped to pressure Zones 1 and 4 to meet potable water demand.

The filter underdrains at the Oasis WTP have corroded causing them to lose their structural integrity. These underdrains have undergone repairs to correct the corrosion damaged areas but the corrosion returns and continues to effect the proper operation of the underdrain equipment. Black & Veatch performed a corrosion study and recommended the underdrains be replaced with non-corrosive underdrains. This replacement will eliminate the corrosion issues at the filters. The Zone 1 FWPS pumping needs have changed since the plant has been built and requires improvements to increase efficiencies and longevity of the pumps.

This project will include construction services necessary to replace the filter underdrains and to improve the efficiency and longevity of the finished water pumps providing potable water to pressure Zone 1.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been 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. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-

149 of the Glendale City Code, per review by Materials Management.

On June 24, 2014, the City of Peoria, Arizona entered into a Job Order Contract (JOC) for Wet Utilities Pipeline Projects (ACON23114). ACON23114 permits its cooperative use by other governmental agencies. The City of Glendale's Materials Management and the City's Attorney's office have reviewed and approved the utilization of the agreement from the City of Peoria for the defined services, and concur the cooperative purchase is in the best interest of the City.

This action will authorize the City Manager to enter into a linking agreement with Hunter, extend the term as needed, and approve expenditure of funds.

Previous Related Council Action

On January 26, 2016, City Council approved the Professional Services Agreement with Black & Veatch to provide design and construction administration services for filter improvements and finished water pump station (FWPS) modifications at the Oasis WTP.

Community Benefit/Public Involvement

This project will enable the City to ensure a continuous supply of reliable high quality water to residents and businesses to ensure public health and the vitality of the community

Budget and Financial Impacts

Repair and improvements of the filters, pipelines and pumps were unplanned and not budgeted. Funding is available in the Water Services Contingency Budget.

Cost	Fund-Department-Account
\$1,233,540.57	2400-61055-550800, Oasis WTP Improvement

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Water Services Contingency Fund

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HUNTER CONTRACTING CO.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Hunter Contracting Co., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 1, 2014, the City of Peoria entered into a contract with Contractor to purchase the goods and services for Wet Utility Pipeline Projects, contract number ACON 23114 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was June 1, 2014, until the date the contract expires on May 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond May 31, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 31, 2016. The City Manager or designee,

however, may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on May 31, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million, two hundred thirty-three thousand, five hundred forty and 57/100 dollars (\$1,233,540.57) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. 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.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Engineering Department
5850 W. Glendale Avenue, Suite 315
Glendale, Arizona 85301
623-930-3630

and

Hunter Contracting Co.
Chuck English, Vice President
701 N Cooper Road
Gilbert, AZ 85233
480-892-0521

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Hunter Contracting Co.,
an Arizona corporation

By: _____


Name: Rob Padilla
Title: President

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HUNTER CONTRACTING CO.**

EXHIBIT A
JOC FOR WET UTILITY PIPE PROJECTS ACON23114



City of Peoria, Arizona Job Order Contract



Statement of Qualifications No:	P14-0062C
Description of Work:	JOC for Wet Utility Pipeline Projects
Location: City of Peoria, Materials Management	Contact: Lisa Houg, CPPB
Mailing Address: 9875 N. 85 th Ave., 2 nd Fl., Peoria, AZ 85345	Phone: (623) 773-7115

OFFER

Contractor's License Number: ROC 070961 A-General Engineering ROC 075851 B-General Commercial	Authorized Signature for Offer
Hunter Contracting Co. Job Order Contractor Name	Rob Padilla Printed Name
701 North Cooper Road Address	Vice President Title
Gilbert AZ 85233 City State Zip Code	robp@huntercontracting.com E-mail
480-892-0521 480-892-4932 Telephone Fax	

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attended by: Patricia Geriminsky, City Clerk	City of Peoria, Arizona. Eff. Date: <u>May 23, 2014</u>
CC <u>ACON 23114</u> Contract Number	Approved as to form: Stephen M. Kemp, City Attorney
Official File	Awarded on <u>May 22, 2014</u> Dan Zenko, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona

A C O N 2 3 1 1 4

JOB ORDER CONTRACT



P14-0062

Wet Utility Pipeline Projects

CONTRACT FOR CONSTRUCTION

**JOB ORDER CONTRACT AGREEMENT
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Attachment A	JOC General Scope of Services
Attachment B	SIQ & Contractor's Response
Attachment C	JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)
Attachment D	Contractor's Contacts & Authorized Signature Form

JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the 1st day of June, 2014 by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Hunter Contracting, (the "Job Order Contractor"). The parties agree as follows:

1. DEFINITIONS.

1.1. **Owner.** Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

1.2. **Job Order Contractor.** Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

1.3. **Contract.** Contract means this agreement including its attachments and any Job Orders that may be issued.

1.4. **Subcontract.** Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5. **Job Order.** Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

1.6. **Work.** Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

1.7. **Punch List Preparation.** A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

1.8. **Final Completion.** Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

1.9. Reference Standards

1.9.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

1.9.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

1.9.3. A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2. CONTRACT TERM

2.1. **Contract Term.** The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. **Job Order.** In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

2.3. **Mutual Agreement.** This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.4. **Cooperative Purchasing:** This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on the contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

3. PERFORMANCE OF THE WORK

3.1. **Job Order Agreement.** Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in *Attachment "A"* (JOC General Scope of Services), and shall set forth, with the necessary particularity, the following:

- 3.1.1. Contract number along with Job Order Contractor's name;
- 3.1.2. Job Order number and date;
- 3.1.3. The agreed Work and applicable technical specifications and drawings;
- 3.1.4. The agreed period of performance and, if required by Owner, a work schedule;
- 3.1.5. The place of performance;

- 3.1.6. The agreed total price for the Work to be performed;
 - 3.1.7. Submittal requirements;
 - 3.1.8. Owner's authorized representative who will accept the completed Work;
 - 3.1.9. Signatures by the parties hereto signifying agreement with the specific terms of the Job Order;
- and
- 3.1.10. Such other information as may be necessary to perform the Work.

3.2. Job Order Contractor Duties and Obligations.

3.2.1. Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings, for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. Owner will reimburse Job Order Contractor for the actual, documented costs of construction permits required for the performance of the Work. Job Order Contractor shall also be responsible for all damages to persons or property that occur as a result of Job Order Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Job Order Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

3.2.2. Outdoor Construction Restrictions. Peoria Ordinance No. 98-11 restricts outdoor construction as listed in the following table:

	Construction Type	April 2 – September 29	September 30 – April 1
A	Concrete Work	5:00 a.m. to 7:00 p.m.	6:00 a.m. to 7:00 p.m.
B	Other Construction (within 500 feet of residential area)	6:00 a.m. to 7:00 p.m.	7:00 a.m. to 7:00 p.m.
C	Construction Work (more than 500 feet of residential area)	5:00 a.m. to 7:00 p.m.	5:00 a.m. to 7:00 p.m.

3.2.2.1. No interference with the traffic flow on arterial streets shall be permitted during the hours of 6:00 a.m. to 8:30 a.m. or from 4:00 p.m. to 7:00 p.m. unless prior authorization is obtained in writing by the City of Peoria Traffic Engineer or their assignee. Specific work hours may be stipulated by the City of Peoria on the project barricade plan.

3.2.2.2. During off peak hours, the minimum number of lanes shall be two lanes (one in each direction) on streets with four lanes or less and four lanes (two in each direction) on streets with five or more lanes.

3.2.2.3. Night work must have prior authorization from the City. In addition, certain areas of the City may have seasonal or special event restrictions for construction work as designated by the City on a case by case basis.

3.2.3. Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Job Order Contractor shall directly superintend the Work or assign a competent superintendent who will supervise the performance of Work and is satisfactory to Owner and has authority to act for Job Order Contractor.

3.2.3.1. Job Order Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the City's project manager.

3.2.4. Construction Layout. Job Order Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Job Order Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools,

materials, and labor required to layout any part of the Work. Job Order Contractor shall also be responsible for maintaining and preserving all control points established by Owner.

3.2.5. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the City Engineer or his authorized representatives. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405, and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments, or lot corners moved or destroyed during construction at no expense to the Owner. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the Owner elects to replace survey benchmarks using his own forces.

3.2.6. Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with the City of Phoenix – Traffic Barricade manual, latest edition, and the City of Phoenix in the Traffic Barricade Manual shall be referred to as the City of Peoria City Engineer for interpretation.

At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measure, as necessary. At the same time the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

3.2.6.1. The following shall be considered major streets: All major Parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City of Peoria.

3.2.6.2. All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; **REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT** and **DO NOT PASS** signs in accordance with the Traffic Barricade Manual.

3.2.6.3. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3.2.6.4. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Contract.

3.2.6.5. The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Inspector at least forty eight (48) hours in advance for City personnel to temporarily relocate said signs. The City Engineer will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications Payment for this item shall be made at the contract lump sum price for **TRAFFIC CONTROL**.

3.2.6.6. The Police Department shall determine if construction activities or traffic hazards at the construction project *require* the use of Police Assistants or AZ Post Certified Peace Officers, alternatively, *if the Police Department determines that flagmen are sufficient*, it shall be the Contractor's responsibility to provide adequate personnel including flagmen to direct traffic safely. All City of Peoria projects shall use only City of Peoria Police Assistants or City of Peoria AZ Post Certified Officers, unless the Police Chief or their designee has determined that no such assistants or officers are available. Arrangements for Police Assistant or Police Officer services should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062 or offduty@peoriaaz.gov.

3.2.6.7. Manual traffic control shall be in conformity with the Traffic Barricade Manual. A traffic control plan shall be submitted to the Peoria Police Department indicating whether a need for traffic control exists during the project. The traffic control plan shall be submitted electronically and the liaison officer shall be contacted at the Peoria Police Department at telephone number (623) 773-7062.

3.2.6.8. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangement should be made with the liaison officer at the Peoria Police Department at telephone number (623) 773-7062.

3.2.6.9. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

3.2.6.10. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

3.2.6.11. During construction, it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

3.2.6.12. No street within this project may be closed to through traffic or to local emergency traffic without prior written approval of the City Engineer of the City of Peoria. Written approval may be given if sufficient time exists to allow for notification of the public at least two (2) days in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the City Engineer.

3.2.6.13. Caution should be used when excavating near intersections with traffic signal underground cable. Notify the City Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the City Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty uniformed police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City Engineer's satisfaction. Magnetic detector loops shall under no circumstances be spliced.

3.2.6.14. The Contractor shall address how local access to adjacent properties will be handled in accordance with the specification herein.

3.2.6.15. Where crossings of existing pavements occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the City Engineer or his authorized representative. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

3.2.7. Operations & Storage. Job Order Contractor shall confine all operations (including storage of materials) to areas authorized or approved by Owner.

3.2.8. Cleaning Up & Refuse Disposal. Job Order Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Job Order Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Job Order Contractor shall leave the site in a clean and orderly condition satisfactory to Owner.

3.2.8.1. Final cleanup of the premises shall be included in the period of performance of the Job Order.

3.2.8.2. Job Order Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

3.2.8.3. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Job Order Contractor to dispose of the materials in which case, an equitable adjustment in the price will be negotiated and agreed.

3.2.8.4. The Contractor and/or subcontractor shall be required to use the City of Peoria Solid Waste Division's services for commercial collection of Solid Waste. This requirement is not intended to preclude other methods or means for hauling debris or excess material from the project site such as trucking large volumes of material, including soil, building demolition, or hazardous and special wastes. The intent is to use City of Peoria Solid Waste service where standard waste disposal is needed. Specifically, all roll-off and front-load containers used on a City of Peoria construction site shall be contracted for through the City of Peoria Solid Waste Division at the prevailing rate. It is the contractor's responsibility to contact and make all necessary arrangements with the City of Peoria Solid Waste Division for these services. Any and all charges for these services are the responsibility of the contractor. The City Solid Waste Division may, at its option, decline to provide service for business reasons at any time during the contract. Any exceptions to this requirement will be at the sole discretion of the City Solid Waste Division. Please contact the Solid Waste Customer Service Representatives at 623-773-7160.

3.2.9. **Existing Improvements and Utilities.** Job Order Contractor shall protect from damage all existing improvements and utilities at or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by Job Order Contractor. Job Order Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Job Order Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Job Order Contractor.

3.2.10. **Safety.** Job Order Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Job Order Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Job Order Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

3.2.10.1. **Job Order Contractor Safety Compliance.** Job Order Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.

3.2.10.2. **Job Order Contractor Provided Warnings.** Job Order Contractor shall provide warning signs, barricades and verbal warnings as required.

3.2.10.3. **Emergency Procedures.** Job Order Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening situations.

3.2.10.4. **Accident Notification.** Job Order Contractor shall promptly notify Owner of any recordable accident involving personnel or damage to material and equipment. Copies of any injury reports or accident investigation reports shall be provided to the Owner.

3.2.10.5. **Jobsite Safety Documents.** Job Order Contractor shall maintain a set of OSHA articles and Material Safety Data Sheets (MSDS) at the jobsite office as they apply to the Work being performed. Copies shall be provided to Owner when requested.

3.2.10.6. **Job Order Contractor's Safety Program.** Job Order Contractor shall submit to Owner a copy of its safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the Work. These documents shall be submitted by Job Order Contractor within fourteen (14) calendar days after issuance of the initial Job Order and prior to the commencement of the Work.

3.2.10.7. **Job Order Contractor Safety Representative.** Job Order Contractor shall assign, during performance of the Work, a designated safety representative to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to Owner by Job Order Contractor along with its safety policies and program procedures.

3.2.10.8. **Emergency Medical Treatment.** Job Order Contractor shall make available for its employees and those of its subcontractors, while they are performing Work on the site, emergency medical treatment either at the site or at a nearby medical facility.

3.2.10.9. **Owner's Right to Monitor.** Owner reserves the right to approve and monitor Job Order Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order in accordance with § 14.

3.2.10.10. **First Aid Kit.** Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a completely stocked first aid kit which contains all standard emergency medical supplies.

3.2.10.11. **Fire Extinguisher.** Job Order Contractor shall provide and maintain on the jobsite, at all times when Work is in progress, a fully charged fire extinguisher appropriate for the potential fire hazard.

3.2.11. **Dissemination of Contract Information.** Job Order Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning this Contract, any Job Order or the Work performed under this Contract, without the prior consent of Owner.

3.2.12. **Shop Drawings.** Job Order Contractor's duties under this Contract include the preparation of shop drawings or sketches necessary to permit orderly construction of Owner's design plans. Job Order Contractor agrees to provide detailed design drawings and plans if requested by Owner.

3.2.13. **Jobsite Drawings and Specifications.** Job Order Contractor shall keep on the Work site a copy of the drawings and specifications and shall at all times give Owner access thereto.

3.3. **Owner Rights and Obligations.**

3.3.1. **Suspension of Work.**

3.3.1.1. **Owner's Written Order.** Owner may order Job Order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for a period of time that Owner determines reasonably appropriate.

3.3.1.2. **Work Delay or Suspension.** If the performance of all or any part of the Work is suspended, delayed, or interrupted by an act of Owner in the administration of a Job Order, or by Owner's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order necessarily caused by the suspension, delay, or interruption, and the Job Order will be modified in writing accordingly.

3.3.1.3. **Job Order Contractor Costs.** A claim under this Subparagraph 3.3.1 shall not be allowed for any costs incurred more than thirty (30) calendar days before Job Order Contractor shall have notified Owner in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Job Order.

3.3.2. **Owner's Right to Possession.** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, Owner shall furnish Job Order Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of Work shall not relieve Job Order Contractor of responsibility for complying with the terms of this Contract. Owner possession or use shall not be deemed an acceptance of any Work under this Contract.

3.3.2.1. **Owner's Possession or Use.** While Owner has such possession or use, Job Order Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use, notwithstanding the terms of Subparagraph 3.2.1. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Job Order Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

3.3.3. Other Contracts. Owner may undertake or award other Contracts for additional work at or near the site of Work under this Contract. Job Order Contractor shall fully cooperate with the other Job Order Contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Job Order Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by Owner's employees.

3.4. Job Order Amendment. Job Orders may be amended by Owner in the same manner as they are issued.

3.5. Job Order Value. The maximum Job Order value is Three Million Dollars (\$3,000,000), except as provided by § 16.32.1.

4. JOB ORDER DOCUMENTS

4.1. Specification and Drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing. Any adjustment by Job Order Contractor without such a determination shall be at its own risk and expense. Owner shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

4.1.1. Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of Owner is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" Owner, unless otherwise expressly stated.

4.1.2. Where "as shown," "as indicated," "as detailed," or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying the Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed.

4.2. Shop Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Job Order Contractor to explain in detail specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract. Shop drawings means drawings submitted to Owner by Job Order Contractor showing in detail:

4.2.1. The proposed fabrication and assembly of structural elements and,

4.2.2. The installation (i.e., form, fit and attachment details) of materials or equipment.

4.2.3. The construction and detailing of elements of the Work.

4.3. Shop Drawing Coordination. Job Order Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to Owner without evidence of Job Order Contractor's approval may be returned for resubmission. Owner will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such approval shall be at Job Order Contractor's risk. Approval by Owner shall not relieve Job Order Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with § 4.4 below.

4.4. Shop Drawing Modifications. If shop drawings show variations from the Job Order requirements, Job Order Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the

variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

4.5. Shop Drawing Omissions. Omissions from the drawings or specifications or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve Job Order Contractor from performing such omitted or mis-described details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

4.6. Owner Furnished Drawings. Job Order Contractor shall check all Owner furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Any errors or omissions in Owner furnished drawings are the responsibility of the Owner to rectify, including associated costs. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Job Order Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

4.7. Shop Drawing Submittal. Job Order Contractor shall submit to Owner for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by Owner and one set will be returned to Job Order Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between Owner and Job Order Contractor.

4.8. Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Job Order Contractor or developed by Job Order Contractor pursuant to the Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Job Order Contractor for additional compensation, unless such material developed by Job Order Contractor does not result in an issued Job Order. In such cases, Job Order Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. In addition, Owner agrees to hold Job Order Contractor harmless to the extent permitted by law from any legal liability arising out of the Owner's use of such materials.

5. MATERIAL AND WORKMANSHIP

5.1. Suitability of Material and Equipment. All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. Job Order Contractor may, at its option, use any equipment, material, article, or process that, in the sole judgment and prior written approval of the Owner, is equal to that named in the specifications.

5.2. Owner Approval. Job Order Contractor shall obtain Owner's approval of the equipment to be incorporated into the Work. When requesting approval, Job Order Contractor shall furnish to Owner the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by the Contract or by Owner, Job Order Contractor shall also obtain Owner's approval of the material or articles which Job Order Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. When directed to do so, Job Order Contractor shall submit samples for approval. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

5.3. Testing of Materials. Unless otherwise specified in a Job Order, the Job Order Contractor shall be responsible for any required testing of materials prior to incorporation into the Work. Reimbursement for testing required by third party entities will be included in the individual Job Order.

5.4. Workmanship. All work under the Contract shall be performed in a skillful and workmanlike manner.

6. SITE CONDITIONS

6.1. **Site Investigation.** Job Order Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- 6.1.1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- 6.1.2. The availability of labor, water, electric power, and roads;
- 6.1.3. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- 6.1.4. The visible conformation and conditions of the ground; and
- 6.1.5. The character of equipment and facilities needed preliminary to and during work performance.

6.2. **Surface and Subsurface Investigation.** Job Order Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract. Owner will provide to Job Order Contractor all subsurface investigation reports it has commissioned, and has knowledge of, that reasonably reflect expected conditions at the location of the Job Order.

6.3. **Differing Site Conditions.** Job Order Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

6.3.1. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or

6.3.2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

6.4. **Owner Investigation.** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in Job Order Contractor's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

6.5. **Written Notice of Differing Site Conditions.** No request by Job Order Contractor for an equitable adjustment to a Job Order under this § 6 shall be allowed, unless Job Order Contractor has given the written notice required.

6.6. **Payment Adjustment.** No request by Job Order Contractor for an equitable adjustment to a Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

7. JOB ORDER SCHEDULES

7.1. **Construction Schedule.** If the Job Order Contractor fails to submit a schedule with the Job Order, Owner may withhold approval of progress payments until Job Order Contractor submits the required schedule. If required, the Job Order Contractor will submit for approval with the signed Job Order a practicable schedule showing the sequence in which Job Order Contractor proposes to perform the Work, and the dates on which Job Order Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant and equipment). The schedule may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case, the basic information should be the same and the schedule or chart must contain as a minimum:

7.1.1. A detailed list of work activities or work elements.

7.1.2. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.

7.1.3. Show early start and early finish dates along with late start and late finish dates for each work activity or work element.

7.2. **Failure to Submit Schedule.** Failure of Job Order Contractor to comply with the requirements of Owner under this clause shall be grounds for a determination by Owner that Job Order Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order. Upon making this determination, Owner may terminate Job Order Contractor's right to proceed with the Work if not cured within seven (7) days after written notice is provided, or any separable part of it, in accordance with § 14.

7.3. **Progress Report.** Job Order Contractor shall submit a progress report every thirty (30) days, or as directed by Owner, and upon doing so shall immediately deliver a current schedule to Owner if it has materially changed since the last submission of a schedule. If Job Order Contractor falls behind the approved schedule, Job Order Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Job Order Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.

7.4. **Emergency Work.** Job Order Contractor will give top priority to any emergency Work Owner may have and will allocate all resources necessary to accomplish such Work in accordance with Owner's schedule requirements. To the extent the Job Order Contractor incurs additional cost, expense or schedule delay in performing Owner's emergency Work, Owner will equitably adjust the Contract in accordance with § 10.

8. INSPECTION OF CONSTRUCTION AND ACCEPTANCE

8.1. **Job Order Contractor Inspection System.** Job Order Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Job Order requirements. Job Order Contractor shall maintain complete inspection records and make them available to Owner. All work shall be conducted under the general direction of Owner and is subject to inspection and test by Owner at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract.

8.2. **Owner Inspections and Tests.** Owner inspections and tests are for the sole benefit of Owner and do not:

8.2.1. Relieve Job Order Contractor of responsibility for providing adequate quality control measures;

8.2.2. Relieve Job Order Contractor of responsibility for damage to or loss of the material before acceptance;

8.2.3. Constitute or imply acceptance; or

8.2.4. Affect the continuing rights of Owner after acceptance of the complete work.

8.3. **Job Order Contractor Responsibilities.** The presence or absence of an inspector does not relieve Job Order Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without Owner's written authorization.

8.4. **Job Order Contractor Performance.** Job Order Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Job Order Contractor any additional cost of inspection or test when Work is not ready at the time specified by Job Order Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.

8.5. **Job Order Contractor Corrective Work.** Job Order Contractor shall, without charge, replace or correct Work found by Owner not to conform to Job Order requirements, unless Owner consents to accept the Work with an appropriate adjustment in Contract price. Job Order Contractor shall promptly segregate and remove rejected material from the premises.

8.6. Failure to Replace or Correct Work. If Job Order Contractor does not promptly replace or correct rejected Work, Owner may:

8.6.1. By Contract or otherwise, replace or correct the Work and charge the cost to Job Order Contractor;
or

8.6.2. Terminate for default Job Order Contractor's right to proceed.

8.7. Owner Inspection before Acceptance. If, before acceptance of the entire Work, Owner decides to examine already completed Work by removing it or tearing it out, Job Order Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or nonconforming in any material respect due to the fault of Job Order Contractor or its subcontractors, Job Order Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.

8.8. Owner Acceptance. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all work required by the Job Order or that portion of the Work that the Owner determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.

9. **INVOICING AND PAYMENT**

9.1. Compensation. As full consideration for the satisfactory performance by Job Order Contractor of Work prescribed under the Contract, Owner shall pay Job Order Contractor the amounts specified in the individual Job Orders.

9.2. Invoices. Job Order Contractor shall submit invoices to the following address:

City of Peoria
8401 W. Monroe St
Peoria, AZ 85345

9.3. Job Order Cost Proposal Structure. For each Job Order, the Job Order Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the Owner. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), direct equipment costs (supported by quotes), cost of subcontractors (supported by quotes) and allowable indirect costs (includes insurance). The contractor shall utilize the markups established in the JOC Pricing Matrix (*Attachment C*) to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the Owner. Profit on subcontractors/subconsultants shall not exceed 5 percent.

9.4. Progress Payments. Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by the Job Order Contractor and approved by Owner. Job Order Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Job Order Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

9.5. Retention. Not applicable.

9.6. Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of Owner, but this provision shall not be construed as:

9.6.1. Relieving Job Order Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or

9.6.2. Waiving the right of Owner to require the fulfillment of all of the terms of the Contract.

9.7. **Approval and Certification.** An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the Owner or Owner's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The Owner may withhold an amount from the progress payment sufficient to pay the expenses the Owner reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payments shall be paid on or before fourteen days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the Owner on submission to any person designated by the Owner for the submission, review or approval of the estimate of the Work.

9.8. **Unpaid Amounts.** Owner shall pay all unpaid amounts due Job Order Contractor under this Contract within thirty (30) days, after:

9.8.1. Completion and acceptance of the Work;

9.8.2. Presentation of a properly executed invoice;

9.8.3. Presentation of release of all claims against Owner arising by virtue of the Contract, other than claims, in stated amounts, that Job Order Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if Job Order Contractor's claim to amounts payable under this Contract has been assigned. Job Order Contractor shall complete a Job Order Contractor's release form acceptable to Owner; or

9.8.4. Consent of Job Order Contractor's surety, if any.

10. CHANGES

10.1. **Owner Changes.** Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Job Orders, including changes:

10.1.1. In the specifications (including drawings and designs);

10.1.2. In Owner-furnished facilities, equipment, materials, services, or site; or

10.1.3. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

10.2. **Owner Change Orders.** Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this § 10; provided, that Job Order Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Job Order Contractor regards the order as a change order.

10.3. **Contract Adjustments.** Except as provided in this § 10, no order, statement, or conduct of Owner shall be treated as a change under this § 10 or entitle Job Order Contractor to an equitable adjustment hereunder.

10.4. **Modification of the Job Order.** If any change under this § 10 causes an increase or decrease in Job Order Contractor's cost of, or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, Owner shall negotiate an equitable adjustment and modify the Job Order in writing.

10.5. **Job Order Contractor Proposal.** Job Order Contractor must submit any proposal under this § 10 within thirty (30) calendar days after:

10.5.1. Receipt of a written change order under § 10.1 above; or

10.5.2. The furnishing of a written notice under § 10.2 above by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under § 10.2 above.

10.6. Final Payment Limitation. No proposal by Job Order Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

10.7. Job Order Contractor Extension Justification. Job Order Contractor shall furnish to the Owner a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

10.8. Job Order Contractor Price Breakdown Structure. Job Order Contractor, in connection with any proposal it makes for a Job Order change shall furnish a price breakdown itemized as required by Owner and the pricing matrix as required in the awarded contract.

11. INSURANCE & BONDS

11.1. Job Order Contractor Insurance. Job Order Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Job Order Contractor and Owner from claims which may arise out of or result from Job Order Contractor's operations whether such operations are performed by Job Order Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

11.1.1. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Arizona or any Federal statutes as may be applicable to the Work being performed under this Contract.

11.1.2. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than: \$1,000,000 Each Accident; \$1,000,000 Each Employee for Disease; and \$1,000,000 Policy Limit for Disease.

11.1.3. COMMERCIAL GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than: \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate; and \$2,000,000 Each Occurrence.

11.1.4. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than: \$1,000,000 Each Person for Bodily Injury; \$1,000,000 Each Accident for Bodily Injury; and \$1,000,000 Each Occurrence for Property Damage.

11.2. Owner as Additional Insured. The policies providing Commercial General Liability and Automobile Liability insurance as required in § 11.1 shall be endorsed to name Owner as Additional Insured. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

11.3. Policy Endorsement. All policies providing Job Order Contractor's insurance as required in § 11.1 above shall be endorsed to provide the following:

11.3.1. Thirty days written notice of cancellation or non-renewal given to Owner at the address designated in § 16.2.

11.3.2. Waiver of subrogation in favor of Owner.

11.4. Limits of Liability. The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.

11.5. Certificate of Insurance. Proof of compliance with these insurance requirements shall be furnished Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this agreement. Renewal or replacement certificates shall be furnished Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies).

11.6. Subcontractor Insurance. Job Order Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Job Order Contractor shall

deem appropriate and adequate for the Work being performed. Job Order Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carried by such subcontractors.

11.7. **Bonds.** If required by Owner, Job Order Contractor shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Construction Work, (excluding design and pre-construction services) in a penal sum equal to the aggregate price of all Job Orders issued to the Job Order Contractor. The Performance and Payment Bonds must be submitted to Owner within ten (10) calendar days after issuance of a Job Order.

11.8. **Notice to Proceed.** Notice to Proceed will not be issued until properly executed bonds are received and accepted by Owner. A separate Notice to Proceed will be issued for each Job Order. The Notice to Proceed shall stipulate the actual contract start date, the contract duration and the contract completion date. The time required for the Contractor to obtain permits, licenses and easements shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the contract duration and shall not be justification for a delay claim by the Contractor. No work shall be started until after all required permits, licenses, and easements have been obtained. No work shall be started until all applicable submittals have been submitted and returned approved by the Owner's Representative. The Contractor shall notify the City of Peoria's project manager or engineer at least seventy-two (72) hours before the following events:

11.8.1. The start of construction in order to arrange for inspection.

11.8.2. Shutdown of City water, sewer, drainage, irrigation and traffic control facility.

11.8.3. Shutdown of existing water wells and booster pumps. Shutdown shall not exceed seventy-two (72) hours for any installation. Only one installation may be shutdown at any time.

11.8.4. Coordination of all draining and filling of water lines and irrigation laterals and all operations of existing valves or gages with the project manager.

11.8.5. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Job Order Contractor shall defend, indemnify and hold harmless the Owner, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Job Order Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Job Order Contractor's duty to defend, hold harmless and indemnify the Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Job Order Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Job Order Contractor may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

13. **DISPUTES.**

13.1. **Party Cooperation.** The parties are fully committed to working with each other throughout the term of the Contract and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Job Order Contractor and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

13.2. **Field Level Resolution.** Job Order Contractor and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between the parties' representatives named herein.

13.3. Job Order Contractor Performance. The Job Order Contractor shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Job Order Contractor, pending the final resolution of any dispute or disagreements between the parties.

13.4. Partnering. If requested and mutually agreed upon, the Owner and Job Order Contractor will share in the expense of an initial facilitated partnering workshop, followed up by periodic refresher meetings at mutually agreed times. The goal of the workshop will be to identify common goals, common interests, lines of communication, and a commitment to cooperative problem solving.

13.5. Owner's Representative. Owner designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

**City of Peoria, Materials Management
Dan Zenko, Materials Manager
9875 N. 85th Ave – 2nd Floor
Peoria, AZ 85345
(623) 773-7115**

13.6. Job Order Contractor's Representative. Job Order Contractor designates the individual listed below as its representative, which individual has the authority and responsibility for avoiding and resolving disputes under this Contract. (Identify individual's name, title, address and telephone numbers)

**Hunter Contracting, Co.
Rob Padilla, Vice President
701 North Cooper Road
Gilbert, AZ 85233
(480) 892-0521**

13.7. Owner's Resolution. Any dispute which is not disposed of by agreement will be decided by the Owner, who will reduce its decision to writing and mail or otherwise furnish a copy thereof to the Job Order Contractor. Any dispute not finally resolved under this § 13 may be brought before the state courts of the State of Arizona and adjudicated in accordance with the laws of Arizona.

14. TERMINATION AND DEFAULT

14.1. Termination for Convenience. Owner may terminate performance of the Work under this Contract in whole or, from time to time, in part if Owner determines that termination is in Owner's interest. Owner shall effect such termination by delivering to Job Order Contractor a Notice of Termination specifying the extent of termination and the effective date.

14.2. Notice of Termination. After receipt of a Notice of Termination, and except as directed by Owner, Job Order Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this § 14:

14.2.1. Stop work as specified in the notice;

14.2.2. Place no further subcontracts or orders (referred to as subcontracts in this § 14) for materials, services or facilities, except as necessary to complete any Work not terminated;

14.2.3. Assign to Owner, if directed by Owner, all right, title, and interest of Job Order Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this § 14;

14.2.4. As directed by Owner, transfer title and deliver to Owner:

14.2.4.1. The fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced or acquired for the Work terminated;

14.2.4.2. The completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to Owner;

14.2.5. Complete performance of the Work not terminated;

14.2.6. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract that is in the possession of Job Order Contractor and in which Owner has or may acquire an interest; and

14.2.7. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in § 14.2.3 above; provided, however, that Job Order Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

14.3. Final Termination Settlement Proposal. After termination, Job Order Contractor shall submit a final termination settlement proposal to Owner in the form and with the certification prescribed by Owner. Job Order Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination.

14.4. Owner Payment. Job Order Contractor and Owner may agree upon the whole or any part of the amount to be paid because of the termination. The amount will include a reasonable allowance for profit on work done. The Contract shall be amended, and Job Order Contractor paid the agreed amount.

14.4.1. If Job Order Contractor and Owner fail to agree on the whole amount to be paid Job Order Contractor because of the termination of work, Owner shall pay Job Order Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under § 14.4 above:

14.4.1.1. For Work performed before the effective date of termination, the total (without duplication of any items) of:

14.4.1.1.1. The cost of this Work;

14.4.1.1.2. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract if not included in § 14.4.1.1.1. above; and

14.4.1.1.3. A markup, including overhead and profit, on § 14.4.1.1.1. above as is determined for pricing changes.

14.4.1.2. The reasonable costs of settlement of the Work terminated, including:

14.4.1.2.1. Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

14.4.1.2.2. The termination and settlement of subcontracts (excluding the amounts of such settlements); and

14.4.1.2.3. Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

14.5. Destroyed, Lost, Stolen or Damaged Property. Except for normal spoilage, and except to the extent that Owner expressly assumed the risk of loss, Owner shall exclude from the amounts payable to Job Order Contractor under Subparagraph 14.4.1 above, the fair value, as determined by Owner, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to Owner or to a buyer.

14.6. Amount Due Job Order Contractor. In arriving at the amount due Job Order Contractor under this § 14, there shall be deducted:

14.6.1. All unliquidated advances or other payments to Job Order Contractor under the terminated portion of the Job Order;

14.6.2. Any claim which Owner has against Job Order Contractor under the Contract; and

14.6.3. The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by Job Order Contractor or sold under the provisions of this § 14 and not recovered by or credited to Owner.

14.7. Partial Termination. If the termination is partial, Job Order Contractor may file a proposal with Owner for an equitable adjustment of the price(s) of the continued portion of any Job Order. Any proposal by Job Order Contractor for an equitable adjustment under this § 14 shall be requested within ninety (90) calendar days from the effective date of termination unless extended in writing by Owner. Owner may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by Job Order Contractor of the terminated portion of any Job Order, if Owner believes the total of these payments will not exceed the amount to which Job Order Contractor will be entitled.

14.8. Excess Payments. If the total payments exceed the amount finally determined to be due, Job Order Contractor shall repay the excess to Owner upon demand.

14.9. Job Order Contractor Records. Unless otherwise provided in this Contract or by statute, Job Order Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on Job Order Contractor's costs and expenses under this Contract. Job Order Contractor shall make these records and documents available to Owner, at Job Order Contractor's office, at all reasonable times, without cost. If approved by Owner, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

14.10. Default. If Job Order Contractor refuses or fails to prosecute the Work, or any separable part, with the diligence that will ensure its completion within the time specified in the Job Order including any extension, or fails to complete the Work within this time, Owner may terminate the Job Order Contractor's right to proceed with the Work (or separable part of the Work), upon thirty (30) days written notice to the Job Order Contractor. In this event, Owner may take over the Work and complete it by Contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

14.11. Job Order Contractor's Right to Proceed. Job Order Contractor's right to proceed shall not be terminated under this § 14, if:

14.11.1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Job Order Contractor. Examples of such causes include: acts of God or of the public enemy, acts of Owner in its Contractual capacity, acts of another contractor in the performance of a Contract with Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the city closest to the site for the previous ten (10) years, as compiled by the United States Department of Commerce National Weather Service.), or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Job Order Contractor and the subcontractors or suppliers; and

14.11.2. Job Order Contractor, within 30 calendar days from the beginning of any such delay (unless extended by Owner), notifies Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of Owner shall be final and conclusive on the parties, but subject to appeal and review under § 13.

14.12. Owner's Right to Terminate. The rights and remedies of Owner in this § 14 are in addition to any other rights and remedies provided by law or under this Contract.

14.13. Owner and Job Order Contractor Rights. If, after termination of Job Order Contractor's right to proceed, it is determined that Job Order Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner.

14.14. Liquidated Damages. Liquidated Damages shall be assessed for each calendar of delay. Liquidated Damages shall be per MAG Specs, Section 108.9. If the contract is not terminated, the contractor shall continue performance and be liable to the Owner for the liquidated damages until the products are delivered or services performed. In the event the City exercises its right of termination, the contractor shall be liable to the Owner for any excess costs, and in addition, for liquidated damages until such time the Owner may reasonably obtain delivery or performance of similar supplies or services.

14.15. Immigration Act. Contractor understands and acknowledges the applicability to Contractor of the Immigration Reform and Control Act of 1986 (IRCA). Contractor agrees to comply with the IRCA in performing under this contract and to permit City inspection of personnel records to verify such compliance.

15. WARRANTY OF CONSTRUCTION

15.1. Applicable Warranties. In addition to any other warranties in any Job Orders, Job Order Contractor warrants, except as provided in § 15.10, that work performed conforms to the Job Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by Job Order Contractor or any of its subcontractors or suppliers at any tier.

15.2. Warranty Duration. This warranty shall continue for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this warranty shall continue for a period of one (1) year from the date possession is taken.

15.3. Job Order Contractor Corrective Work. Job Order Contractor shall remedy at Job Order Contractor's expense any failure of the Work to conform to the plans and specifications, or any construction defect. In addition, the Job Order Contractor shall remedy at Job Order Contractor's expense any damage to Owner's real or personal property, when that damage is the result of:

15.3.1. Job Order Contractor's failure to conform to requirements; or

15.3.2. Any defect of equipment, material, workmanship, or design furnished by the Job Order Contractor.

15.4. Job Order Contractor Restoration. Job Order Contractor shall restore any work damaged in fulfilling the terms and conditions of this § 15. Job Order Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

15.5. Owner Notification. Owner shall notify Job Order Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

15.6. Failure to Correct Work. If Job Order Contractor fails to remedy any failure, defect, or damage within ten (10) days after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Job Order Contractor's expense.

15.7. Subcontractor and Supplier Warranties. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Job Order Contractor shall:

15.7.1. Obtain all warranties required by the Job Order;

15.7.2. Require all warranties to be executed, in writing, for the benefit of Owner; and

15.7.3. Enforce all warranties for the benefit of Owner.

15.8. Owner Remedy. In the event Job Order Contractor's warranty under § 15.2 has expired, Owner may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

15.9. Owner Furnished Material or Design. Unless a defect is caused by the negligence of Job Order Contractor or subcontractor or supplier at any tier, Job Order Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage that results from any defect in Owner-furnished material or design.

15.10. Pre-Existing Work. Job Order Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Job Order Contractor except as modified by the Job Order.

15.11. Owner's Rights. This warranty shall not limit Owner's rights under § 8 of this Contract with respect to latent defects, gross mistakes, or fraud.

16. STANDARD TERMS AND CONDITIONS

16.1. Contract Order of Precedence. In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

16.1.1. Contract Modifications, if any;

16.1.2. This Contract, including Attachments;

16.1.3. Job Orders;

16.1.4. Drawings; and

16.1.5. Specifications.

16.2. Certification. By signature in the Offer section of the Offer and Contract Award page the Job Order Contractor certifies:

16.2.1. The submission of the offer did not involve collusion or other anti-competitive practices.

16.2.2. The Job Order Contractor shall not discriminate against any employee or applicant for employment.

16.2.3. The Job Order 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, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

16.2.4. The Job Order Contractor is licensed to perform the Work pursuant to Arizona Revised Statutes Title 32, Chapter 10.

16.3. Bribes and Kick-Backs. The Job Order Contractor shall not by any means:

16.3.1. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;

16.3.2. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;

16.3.3. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,

16.3.4. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Job Order Contractor has a direct or indirect proprietary or other pecuniary interest.

16.4. Applicable Law. In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended

(Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.4.1. Job Order Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

16.4.2. This contract shall be governed by the Owner, City and Job Order Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the Owner. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

16.4.3. This contract is subject to the provisions of ARS § 38-511; the Owner may cancel this contract without penalty or further obligations by the Owner or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Owner or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

16.5. Legal Remedies: All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

16.6. Contract: The contract between the Owner and the Job Order Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Job Order Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the Owner reserves the right to clarify, in writing, any contractual terms with the concurrence of the Job Order Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

16.7. Contract Amendments: This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the Owner and the Job Order Contractor.

16.8. Contract Applicability: The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the Owner are not applicable to this Solicitation or any resultant contract.

16.9. Severability. The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

16.10. Relationship to Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Job Order Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Job Order Contractor should make arrangements to directly pay such expenses, if any.

16.11. No Delegation or Assignment.- Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

16.12. Job Order Contractor/Supplier Contract. The Job Order Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Job Order Contractor that the obligations of the Job Order Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Job Order Contractor, and that the Owner be a third-party beneficiary of the Job Order Contractor's agreements with its subcontractor(s) and supplier(s).

16.12.1. The Job Order Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).

16.12.2. The Job Order Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Job Order Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Job Order Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.

16.12.3. The Job Order Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Job Order Contractor, and that it will abide by those terms, conditions and requirements.

16.13. Rights and Remedies. No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the Owner of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Owner to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the Owner's acceptance of and payment for materials or services, shall not release the Job Order Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance of the Contract.

16.14. Overcharges By Antitrust Violations. The Owner maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Job Order Contractor hereby assigns to the Owner any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

16.15. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure.

16.15.1. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

16.15.2. Force majeure shall not include the following occurrences: late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition; or any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

16.16. Right To Assurance. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

16.17. Right To Audit Records. The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 16.4 above.

16.18. Warranties. Job Order Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Job Order Contractor's response, the Owner is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the Owner shall not alter or affect the obligations of the Job Order Contractor or the rights of the Owner under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

16.19. Inspection. All material and/or services are subject to inspection and acceptance by the Owner. Materials and/or services failing to conform to the specifications of this Contract will be held at Job Order Contractor's risk and may be returned to the Job Order Contractor. If so returned, all costs are the responsibility of the Job Order Contractor. The Owner may elect to do any or all of the following:

16.19.1. Waive the non-conformance.

16.19.2. Stop the work immediately.

16.19.3. Bring material into compliance.

16.19.4. This shall be accomplished by a written determination from the Owner.

16.20. Title and Risk of Loss. The title and risk of loss of material and/or service shall not pass to the Owner until the Owner actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

16.21. No Replacement of Defective Tender. Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

16.22. Shipment Under Reservation Prohibited. Job Order Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

16.23. Liens. All materials, service or construction shall be free of all liens, and if the Owner requests, a formal release of all liens shall be delivered to the Owner.

16.24. Licenses. shall maintain in current status, all Federal, State and Local licenses and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.25. Patents and Copyrights. All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the Owner and shall not be used or released by the Job Order Contractor or any other person except with the prior written permission of the Owner.

16.26. Cost of Bid/Proposal Preparation. The Owner shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

16.27. Public Records. All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 16.17 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 16.4 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

16.28. Advertising. Job Order Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the Owner.

16.29. Delivery Orders. The Owner shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the signature page of the contract

16.30. Funding. Any contract entered into by the Owner of Peoria is subject to funding availability. Fiscal years for the Owner of Peoria are July 1 to June 30. The Owner Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

16.31. Federal Funding. It is the responsibility of the Contractor to determine on any single job order project if federal wage rates will apply. It is also the responsibility of the Contractor to incorporate any necessary amounts in the bid to accommodate for required federal record keeping and necessary pay structures. The Contractor should contact the City of Peoria regarding any applicable Davis Bacon wage rates.

16.31.1 Davis-Bacon Act - (40 U.S.C. §276a-276a-5). All contracts or subsequent subcontracts for construction, alteration, renovation, or repair, including painting and decorating, of a public building or public work, or building or work, financed by federal funds which meets the \$2,000 threshold are required to pay the federal prevailing wage rate for each class of laborer or mechanic employed. Regulations applicable to grant-enabling statutes incorporating the Act can be found in 29 Code of Federal Regulations (CFR), Parts 1,3,5 and 7. These regulations stipulate that grant funds appropriated under statutes imposing the Davis-Bacon Act requirements shall not be paid to a grantee (the Department) until contractors or subcontractors performing work under the grant certify that they will comply with the Act's requirements. The Act also applies to any contract or subcontract for similar work on public grants from a federal agency, or where the federal government acts as guarantors of mortgages. The only exception is for the transportation of materials and supplies by persons who are not employed directly at the work site, but are employed solely to make deliveries to the work site.

Provider Agencies must ensure that contracts or subcontracts for any construction/alteration projects contain the wage determinations issued and that the appropriate clauses required by the Davis-Bacon regulations (29 CFR, section 5.5) are present. It should be made clear in any announcements of projects or RFPs that federal grant funds are being used and that Davis-Bacon will apply even if the federal government is not a party to the contract or subcontract. The prevailing wage must be paid regardless of any contractual relationship that may exist between a contractor or a subcontractor. Although the Department is not responsible to review sub-contracts for compliance, it has the right to require a prevailing wage.

Sanctions for post-certification violations include suspension of payment, advances, or guarantees of grant funds, and the forced restitution of wages that should have been paid and the removal of offending contractors or subcontractors from active employment lists.

Failure to comply can bring penalties that can be severe. The contractor or subcontractor and their sureties are liable for any excess costs for completing the work; the Department may withhold accruals to ensure payment of prevailing wages to the workers; the contract or subcontract may be terminated and/or the contractor or subcontractor may be debarred for a period of three years.

16.32. A.R.S. Title 34 Provisions.

16.32.1. The maximum dollar amount of an individual job order shall be Three Million Dollars (\$3,000,000) or such higher or lower amount prescribed by the Owner in an action notice pursuant to A.R.S. title 38, chapter 3, article 3.1 or a rule adopted by the Owner as the maximum amount of an individual job order. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

16.32.2. If the Job Order Contractor subcontracts or intends to subcontract part or all of the work under a job order and if this contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order, then:

16.32.2.1. The Job Order Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Job Order Contractor to do all or part of the work under one or more job orders:

16.32.2.1.1. A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

16.32.2.1.2. A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

16.32.2.2. If not previously delivered to the subcontractor, the Job Order Contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

16.32.2.2.1. A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.2. The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.2.2.3. The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

16.32.3. The Owner will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Job Order Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Job Order Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.

16.33 Prohibited Lobbying Activities. The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

16.34 Prohibited Political Contributions. Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

16.35 ARRA Sec. 1605. Use of American Iron, Steel, and Manufactured Goods. (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. (b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that-- applying subsection (a) would be inconsistent with the public interest;

- iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

- This section shall be applied in a manner consistent with United States obligations under international agreements.

16.36 ARRA Sec. 1606, Davis-Bacon Act. Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

16.37 Compliance with Davis-Bacon Act (40 U.S.C. §276a-276a-5) Prevailing Wage Requirements (ARRA Section 1606). All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of Title 40, United States Code. In addition, all covered contracts shall include the standard contract clauses regarding prevailing wages and benefits included in the United States Department of Labor regulations found at 29 Code of Federal Regulations ("CFR") § 5.5, which are incorporated by reference in this contract. The contractor shall comply with the requirements of 29 CFR Part 3, which are also incorporated by reference in this Contract.

The contractor or subcontractors shall insert in any subcontracts the clauses contained in 29 CFR § 5.5(a) (1) through (10) and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

A breach of the contract clauses in 29 CFR § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the United States Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the City, the State of Arizona ("State"), the United States Department of Labor, or their employees or their representatives.

By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

No part of this contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

16.38. Use of American Iron, Steel, and Manufactured Goods – Buy American Requirements (ARRA Section 1605):

The contractor acknowledges to and for the benefit of the City ("Purchaser") and the State that it understands the goods and services under this contract are being funded with monies made available by the ARRA (or are being made available for a project being funded with monies made available by the ARRA) and such law contains provisions commonly known as "Buy American" that require all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contractor pursuant to this contract. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be

and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this contract, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

16.39. Whistleblower Protections Under The ARRA:

(a) The Contractor shall post a notice of employees' rights and remedies for whistleblower protections provided under Section 1553 of the ARRA (Pub. L. 111-5).

(b) The Contractor shall require that this provision be included in all subcontracts.

16.40. Reporting Requirements under the ARRA:

(a) This Contract requires the Contractor to provide products and/or services that are funded under the ARRA. Section 1512(c) of the ARRA requires each contractor to report on its use of Recovery Act funds under this Contract. These reports will be made available to the public.

(b) Reports from contractors for all work funded, in whole or in part, by the ARRA, and for which an invoice is submitted prior to June 30, 2009, are due no later than July 10, 2009. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter.

(c) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov:

(1) The City of Peoria contract and order number, as applicable.

(2) The amount of ARRA funds invoiced by the Contractor for the reporting period.

(3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the Contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the Contract (or portion thereof) funded by the ARRA.

(7) A narrative description of the employment impact of work funded by the ARRA. This narrative should be cumulative for each calendar quarter and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in Federal Acquisition Regulation (FAR) 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime contractor, in the United States and outlying areas. A job cannot be reported as both created and retained.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the Contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the ARRA, that is over \$25,000 and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by Section 1512 of the ARRA. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

16.41. Central Contractor Registration Required:

(a) The Contractor is required to properly register and maintain an updated registration with the Central Contractor Registration (CCR), which is the primary Federal Government repository for contractor information required for the conduct of business with the Federal Government. The requirements for such registration are set forth in the Federal Acquisition Regulation (FAR), including the establishment of a "Data Universal Numbering System (DUNS) number," the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(b) "Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Federal Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(c) The DUNS number will be used by the City to verify that the Contractor is registered in the CCR database.

(d) If the Contractor does not become registered in the CCR database in the time prescribed by the City, the City will proceed to award the Contract to the next otherwise successful registered responding entity.

(e) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the City's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.

16.42 Contract Work Hours and Safety Standards Act -- Overtime Compensation.

(a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) *Payrolls and basic records.*

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security

number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

16.43 Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

ATTACHMENTS

- Attachment A** **JOC General Scope of Services**
- Attachment B** **SIQ & Contractor's Response**
- Attachment C** **JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)**
- Attachment D** **Contractor's Contacts (Contact List & Authorized Signature Form)**

ATTACHMENT A
JOC General Scope of Services

1.0 GENERAL INFORMATION

1.1 This is a fixed price, indefinite quantity type Contract for the performance of various Wet Utility Pipeline Projects on an as-needed basis as may be required by Owner. The specific work requirements will be identified in Job Orders to be issued by Owner.

1.2 Depending on what is required by the Individual Job Order Agreement, the type of Contract will be either "Lump Sum Fixed Price" or "Guaranteed Maximum Price (with savings returned to owner)".

2.0 DOCUMENTS

2.1 The currently applicable pricing structure contains pricing information for the Work to be accomplished in the pricing matrix specified. The Pricing matrix can only be updated at time of yearly contract renewal by mutually agreeable change order. Previously issued Job Orders and changes will not be retroactively re-priced although any changes priced after receipt of an update will be priced by the updated version of the new pricing matrix.

2.2 The construction specifications in effect at Contract signing, and provided to the Job Order Contractor, shall be the specifications under this Contract.

3.0 WORK AUTHORIZATION

Any Work required under this Contract shall be authorized by issuance of formal, written Job Orders, as follows:

3.1 As the need exists (as determined by Owner) for performance under the terms of this Contract, Owner will notify Job Order Contractor of an existing requirement.

3.2 Upon the receipt of this notification, Job Order Contractor shall respond within two (2) working days, or as otherwise agreed, by:

3.2.1 Visiting the proposed site in the company of Owner, or;

3.2.2 Establishing contact with Owner to further define the scope of the requirement.

3.3 After mutual agreement on the scope of the individual requirement, Job Order Contractor shall then prepare a proposal for accomplishment of the task unless Job Order Contractor, in its sole discretion, elects not to undertake the Work. If the Work is declined, Job Order Contractor will so notify Owner in a timely manner.

3.4 The price matrix shall serve as the basis for establishing the value of the Work to be performed.

3.5 Job Order Contractor's proposal shall be submitted within ten (10) working days unless otherwise agreed.

3.6 Upon receipt of Job Order Contractor's proposal, Owner will review the proposal for completeness and will reach agreement with Job Order Contractor on pricing, schedule, and all other terms, prior to issuance of a Job Order.

3.7 In the event Owner does not issue a Job Order after receipt of Job Order Contractor's proposal, Owner is not obligated to reimburse Job Order Contractor for any costs incurred in the preparation of the proposal, except as noted in § 4.3.

4.0 SCHEDULING OF WORK

4.1 For each Job Order, Owner will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed. Any preliminary work started or material ordered or

purchased before receipt of the Notice to Proceed shall be at the risk and expense of Job Order Contractor. Job Order Contractor shall diligently prosecute the Work to completion within the time set forth in the Job Order. The period of performance includes allowance for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When Job Order Contractor considers the Work complete and ready for its intended use, Job Order Contractor shall request Owner to inspect the Work to determine the status of completion. When Owner determines the Work to be Punch List Prepared as defined in Article 1, Owner will provide Contractor with a list of items to be completed or corrected prior to final payment for the Job Order. Job Order Contractor shall proceed promptly to complete and correct items on the list.

4.2 Job placement of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.

4.3 Furniture and portable office equipment in the immediate work area will be moved by Job Order Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, Owner will designate new locations. If furniture and portable office equipment (or other items) must be moved and/or stored outside the immediate area, Owner will compensate Job Order Contractor for any such transportation and storage costs incurred.

4.4 Job Order Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by Job Order Contractor at no cost to Owner.

4.5 Job Order Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods shall be submitted to Owner for approval.

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

5.1 Job Order Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after issuance of the initial Job Order. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with Owner's inspectors.

6.0 DESIGN

6.1 In accordance with the provisions of ARS § 34-602 & 603, the City may require the Job Order Contractor to contract with one or more Design Professionals to provide architectural or engineering design of the Project.

6.2 As an alternative to § 6.1, and in accordance with the provisions of ARS § 34-602 & 603, the City may elect to contract separately with one or more Design Professionals to provide architectural or engineering design of the Project.

6.3 Whether the City or the Job Order contractor contracts with the Design Professional, it is expected that some or all of the following services will be provided during the performance of the work:

6.3.1 The Design Professional will provide administration of the work. The City and the Contractor will endeavor to communicate through the Design Professional. Communications by and with the Design Professionals' consultants will be through the Design Professional.

6.3.2 The Design Professional will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed work and to determine in general if the work is being performed in accordance with the contract documents. The Design Professional will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies in the work.

6.3.3 Upon the Job Order Contractor's submittals, the Design professional will review and approve or take other appropriate action on submittals as Shop Drawings, Product Data, and Samples.

6.3.4 All drawings produced for projects under this contract are the property of the City, and are owned in whole by the City for any and all future use and considerations.

7.0 PROJECT AS-BUILTS

7.1 An individual Job Order's scale, complexity, and proximity to agency rights-of-way will determine the specific as-built requirements for each individual job order project. Unless otherwise determined at the time of the job order award that project as-builts will not be required, the Job Order Contractor shall assume that they must satisfy the as-built requirements of both the City of Peoria as the permitting agency and the City of Peoria as the project owner. For river trail and trailhead projects, additional as-built requirements may be imposed by the Flood Control District of Maricopa County and the Arizona Department of Transportation.

7.2 To satisfy the requirements of the City of Peoria as the permitting agency, the Job Order Contractor shall retain the services of an Arizona Registered Land Surveyor to as-built the constructed condition of all grading, drainage, hardscape, and underground utility civil improvements. The Job Order Contractor will be required to meet the requirements of Chapter 7 of the City of Peoria Infrastructure Development Design Guidelines and shall make the required submissions to the permitting agency sufficiently in advance of Final Completion.

7.3 To satisfy the requirements of the City of Peoria as the owner, the Job Order Contractor shall prepare industry standard redline as-built drawings on a clean print of the construction documents or relevant shop drawing. The Job Order Contractor shall neatly mark and post to these drawings any clarification or scope changing documents issued by the design professional and shall neatly mark the drawings to indicate variances from the designed condition. The Job Order Contractor shall submit the as-built documents to the job order project manager for review, correction, and approval sufficiently in advance of Final Completion.

8.0 UTILITY COMPANY COORDINATION

8.1 Unless specifically excluded by the Individual Job Order Agreement, the Job Order Contractor will be responsible for coordinating with utility design work for permanent service to the project and will ensure that the work takes place in a timely manner and does not impact the project schedule. Any utility design fees for permanent services to a project will be paid by the City.

9.0 TEMPORARY SANITATION FACILITIES

9.1 The Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work site. Toilet facilities shall be installed and maintained in conformity with all applicable state and local laws, codes, regulations and ordinances. They shall be properly lit and ventilated, and kept clean at all times.

9.2 Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

10.0 DUST CONTROL AND WATER

10.1 The dust control measures shall be in accordance with the requirements of the "*Maricopa County Health Department Air Pollution Control Regulations*," namely Regulation II, Rule 21, subparagraph C and Regulation III, Rule 310 shall be rigidly observed and enforced. Water or other approved dust palliative in sufficient quantities shall be applied during all phases of construction involving open earthwork to prevent unnecessary discharge of dust and dirt into the air. The Contractor shall be responsible for compliance with these regulations. A Notice to Proceed will not be issued until the City of Peoria has received a copy of the Contractor's Dust Control Permit and Plan.

10.2 The Contractor shall be required to obtain the necessary permit and all pertinent information from the Maricopa County Air Pollution Control Bureau, 2406 S. 24th Street #E-214, Phoenix, Arizona, (602) 506-6700 extension 372.

10.3 The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City Engineer.

10.4 Watering shall conform to the provisions of Section 225 of the MAG Standard Specifications. The cost of watering will be included in the price bid for the construction operation to which such watering is incidental or appurtenant.

10.5 Installation and removal of fire hydrant meters should be scheduled at least forty-eight (48) hours in advance through the City of Peoria Utilities Division at (623) 773-7160. A \$1,000 deposit is required for each meter. An additional \$28.00 service fee is also required. The cost of the water is at the prevailing rate.

11.0 ELECTRICITY

11.1 Except for remote locations or unless otherwise specified in a Job Order, Owner shall furnish to Job Order Contractor from existing Owner facilities and without cost to Job Order Contractor, electricity necessary for the performance of work under this Contract. It is the responsibility of Job Order Contractor to determine the extent to which existing Owner electrical facilities are adequate for the needs of this Contract.

11.2 Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of Job Order Contractor, and costs included in the Job Order Proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of Owner.

12.0 WORK BY OWNER

Owner reserves the right to undertake or award Contracts for the performance of the same or similar type work contemplated herein, and to do so will not breach or otherwise violate the Contract.

ATTACHMENT B
SIQ & Contractor's Response
(See Attached)



**STATEMENT OF INTEREST AND
QUALIFICATIONS**

Solicitation Number: P14-0062

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

**REQUEST FOR
STATEMENT OF INTEREST & QUALIFICATIONS**

**JOB ORDER CONTRACTING
for**

WET UTILITY PIPELINE PROJECTS

P14-0062

Due Date: April 2, 2014, 5:00 PM Arizona Time

City of Peoria
Materials Management Division
Contact: Lisa Houg
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345
(623) 773-7115



SOLICITATION AMENDMENT

Solicitation No: P14-0062
 Description: JOC for Wet Utility Pipeline Projects
 Amendment No: One (1)
 Solicitation Due Date: April 2, 2014
 Solicitation Due Time: 5:00 p.m.

Materials Management
 Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Lisa Houg

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Section 2.3, Sample Project, second paragraph is revised and replaced as indicated below.

The sample project identified by the City is the construction of a replacement 8" water line along with a replacement sewer on 85th Avenue from Mountain View Road to Peoria Avenue. The sample project scope includes preparing plans and specifications (design phase), acquiring the necessary right-of-way and permits, traffic control, public involvement, relocation of existing utilities, excavation, installation and testing of the reclaimed water line and sewer, fittings, valves and services, meter boxes, pavement and landscaping restoration.

In addition, the following has been added to the City's FTP site:

- Water and Sewer Quarter Section Maps for the Sample Project. *No other information about the sample project will be provided.*
- Pre-Submittal meeting Sign-In sheet.
- Pre-Submittal meeting Presentation.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

Signature Date

Typed Name and Title

Company Name

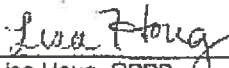
Address

City State Zip

The above referenced Solicitation Amendment is hereby Executed

March 25, 2014

at Peoria, Arizona



 Lisa Houg, CPPB
 Contract Officer



STATEMENT OF INTEREST AND QUALIFICATIONS

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SECTION 1 - INTRODUCTION

1.1 Introduction

The City of Peoria is currently looking to establish a Job Order Contract (JOC) for indefinite quantity and indefinite delivery for various wet utility pipeline projects, utilizing the Job Order Contracting (JOC) project delivery method. Interested contractors will have the opportunity to show related experience and a proven track record in projects of the same nature and magnitude. The selected contractors will be expected to deliver turn key projects, including design and preconstruction services, permitting and regulatory requirements, and as-builts/close-out documents.

It is the intent of the City of Peoria to select three (3) Contractors for the award of a JOC. The contract period will be for an initial term of one (1) year with no more than four (4) additional one-year extensions. During the term of the contract, work shall be conducted as a series of individual job orders.

1.2 Cooperative Purchasing

While this contract is for the City of Peoria, other public agencies and political subdivisions have expressed interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.

1.3 Project Budget

The City of Peoria Capital Improvement Program identifies funding for projects in fiscal year 2014 and shows planned projects for the next ten years. A copy of the City's ten year CIP can be viewed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54959>. The approved 2014 budget is available to fund various projects utilizing the awarded JOC contract.

Estimated cumulative values for individual projects total \$2,000,000 to \$3,000,000 in the first year. Projects may extend into the next fiscal year and beyond but in no instance will any one project under this JOC exceed \$3,000,000.



STATEMENT OF INTEREST AND QUALIFICATIONS

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1.4 Project Schedule

The City of Peoria has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34. Cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk will be the guiding principles behind the various wet utility pipeline projects.

SECTION 2 – PROJECT DESCRIPTION & SCOPE OF WORK

2.1 Description

This JOC is for a broad range of maintenance, repair, rehabilitation and new construction on public right of way and real utility property in the City of Peoria. For projects determined by the City to be appropriate for this JOC, the City will request that the Contractor prepare a scope of work, cost proposal and project schedule. If acceptable, the City will issue an individual job order agreement and direct the Contractor to proceed with the work. Although the City anticipates that awarded Contractors will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all. The City reserves the right and will issue job orders based on ability of the Contractor to meet the City's work schedule and the availability of trades and expertise in relation to each project.

Interested contractors must have experience in the following areas:

Professional Services: The contracting of professional design services from licensed Arizona professionals. When the professional services are not provided by the Owner, the Contractor will act as Design Builder and as such may be required to possess Professional Liability Insurance. The single project limit of \$3,000,000 shall be inclusive of professional services fees when acquired under this JOC.

Preconstruction Services: The management of design consultants (when included under the JOC), public engagement, construction cost estimating, constructability review, and value engineering as required to achieve the City's project budget.

Permit Management: The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Peoria and Maricopa County.

Construction: The physical construction of the improvements, through competitive subcontractor bidding and/or self performance as dictated by the unique needs of each individual project. Where federal grants are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act. Unless otherwise agreed upon all project pricing shall be cost based with a guaranteed maximum price (GMP) and, all project finances shall be "open book" with all project savings returned to the Owner.

Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-builts, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation, City, County, State, or Federal agency special close-out requirements, and maintenance personnel training.

2.2 Scope of Work

- A. The scope of work will include work tasks as requested and described below on wet utility pipeline construction projects including water, wastewater, reclaimed water and storm drainage. The work is required to support the City of Peoria Capital Improvement Program (CIP).
- B. Other related work such as public involvement, utility relocation, traffic control, road repair, etc. as more



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fully described below may also be required.

- C. Design services and/or post design services may be requested for some of the projects. The scope of work for design or post design services, when applicable, will be defined by the City. All as-builts required to be completed as part of the post design services shall be in accordance with Chapter 7 of the City of Peoria Infrastructure Design Guidelines.
- D. The following work activities may be included in individual projects. Not all activities will be included in all projects. *Subcontractors and consultants may be used to accomplish some tasks.*
 - 1) Public Involvement – prepare and distribute public notices, attend public meetings, maintain a construction hotline.
 - 2) Permitting – obtain all necessary permits required to complete the project, including but not limited to; Engineering Off-site, haul route, stockpile, SWPPP, dust control, traffic control plans, MCESD approval to construct, approval of construction, etc.
 - 3) Installation of new water, reclaimed water, wastewater and storm drainage pipelines including all related work.
 - 4) Rehabilitation of water, reclaimed water, wastewater and storm drainage pipelines and appurtenances including all related work.
 - 5) Placing asphalt pavements including full depth sections, overlays, patches and repairs to restore areas damaged by construction.
 - 6) Placing concrete pavements including curb and gutter, driveways, sidewalks, to restore areas damaged by construction.
 - 7) Installation of landscaping to restore areas damaged by construction.
 - 8) Utility locating (potholing) underground utilities and obstructions.

2.3 Sample Project

The following is a sample scope of work for a typical project that may be done under this JOC. This sample project is provided for contractors to use in completing their Project Assessment Plan so the City can see how your firm would approach this type of project if awarded the contract. This is a sample project, please do not contact the local business owners or residents in the area.

The sample project identified by the City is the construction of a replacement 8" water line along with a replacement sewer on 85th Avenue from Mountain View Road to Peoria Avenue. The sample project scope includes preparing plans and specifications (design phase), acquiring the necessary right-of-way and permits, traffic control, public involvement, relocation of existing utilities, excavation, installation and testing of the reclaimed water line, fittings, valves and services, meter boxes, pavement and landscaping restoration.

The Contractor will be required to provide a project scope plan and schedule showing the process to be followed through the right-of-way acquisition, design, estimating, permitting, construction and close-out phases of the project.

SECTION 3 – EVALUATION CRITERIA

3.1 Job Order Contractor Selection

The Job Order Contractors will be selected through a qualifications based selection process - do not include pricing information with the Statement of Qualifications. A short list of qualified and available firms will be developed and contracts will be awarded based on the City's needs.

3.2 Evaluation Process



STATEMENT OF INTEREST AND QUALIFICATIONS

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Solicitation Number: P14-0062

The City expects to award three (3) Job Order Contracts to the best valued contractors based on the evaluation requirements outlined in this solicitation. The contractors selected will be the contractors whose qualification is responsive, responsible, and the most advantageous to City, as determined by City in its sole discretion. The City reserves the right to add, delete, or modify any part of this solicitation at City's sole discretion. The City will evaluate contractors based on the overall value of each qualification. Contractors interested in providing services must address the points as outlined herein.

3.3 Key Personnel

The City expects the interested firms to identify per Attachment A, within their organizations, individual(s) assigned to specific key roles to provide the associated functions throughout the life of the contract.

- Project Manager
- Project Leader
- Project Superintendent
- Project Estimator

3.4 Criteria and Weights

The City will evaluate contractors based on the overall value of each qualification. Evaluation criteria will be weighted according to the following categories:

Category	Weight
Responsiveness & References	Pass/Fail
Relevant Project Experience	15%
Project Assessment (PA) Plan:	
Scope Plan	15%
Risk Assessment / Value Added	10%
Project Schedule	5%
Subcontractor Selection Plan	5%
Interview	50%

3.4.1 Responsiveness (Pass/Fail)

Contractors must prepare qualifications that follow the format and sequence specified in this solicitation. This includes adherence to the format of any attachments. The following conditions/criteria must be met in order to be considered responsive:

- The Contractor will complete and provide all information in **Attachment A (Proposal Form & References)**
- The Contractor will complete and provide all information in **Attachment B (Relevant Experience)**
- The Contractor will complete and provide all information in **Attachment C (Project Assessment Plan)**
- The Contractor will complete and provide all information in **Attachment D (Project Schedule and Subcontractor Selection Plan)**

3.4.2 Attachment A - Proposal Form & References (Pass/Fail)

- The Contractor will complete **Attachment A** providing all the information requested:
 - o 1-page Proposal Form – project team, bonding capacity, etc.
 - o 1-page References – list five (5) references.



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3.4.3 Attachment B - Relevant Project Experience (Weighted at 15%)

- The Contractor will complete **Attachment B** providing all the information requested:
 - The Relevant Project Experience section must be 5-pages (1-page for each relevant project).
 - The Relevant Project Experience section must NOT contain any names or information that can be used to identify the Contractor and must be projects completed within the last five (5) years.
 - The Contractor must use the template as provided in **Attachment B**. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
 - The Relevant Project Experience must not contain projects where the City of Peoria was a client.
 - Any Relevant Project Experience provided that does not comply with the above requirements may be marked as unresponsive and eliminated from the evaluation process.

3.4.4 Attachment C – Project Assessment Plan; Scope Plan (Weighted at 15%) & Risk Assessment / Value Added (Weighted at 10%)

- The Contractor will complete **Attachment C** providing all the information requested:
 - The PA Plan must be 4 pages or less (2-pages for Scope Plan and 2 pages for risk assessment and value added items).
 - The PA Plan shall NOT contain any names or information that can be used to identify the Contractor.
 - The Contractor must use the template as provided in **Attachment C**. Contractors may not re-create or modify this attachment (no color, black ink only, no font changes, no pictures, no diagrams, etc).
 - Any plan that does not follow these requirements, or contains names or information that can be used to identify who the contractor is, may be marked as unresponsive and eliminated from the evaluation process.

3.4.5 Attachment D - Project Schedule (Weighted at 5%) & Subcontractor Selection Plan (Weighted at 5%)

- The Contractor will complete **Attachment D** providing all the information requested:
 - Project Duration Schedule - Provide a 1 page Gantt style schedule for the sample project that conveys major milestones, including City approval processes, and final submittal to the City.
 - Subcontractor Selection Plan - Provide a detailed 1 page subcontractor selection plan that uses qualification and price in the selection criteria. The contractor should describe how they will pre-qualify and select their subcontractor as required per ARS 34-603.
 - The Project Duration Schedule and Subcontractor Selection Plan must NOT contain any names or information that can be used to identify the Contractor.

3.4.6 Interviews (Weighted at 50%)

- The City will shortlist contractors based on the criteria outlined in this section.
- The City may interview all of the critical team components proposed.
- The City may request to interview additional personnel.
- The City may interview individuals separately and/or as a group.
- The City may request a list of similar past projects from each team member.
- For this project, Contractors may bring up to two additional team members at their discretion to the interview. These additional team members will not be interviewed or scored. The purpose of this is to allow Contractors to bring in up to two additional team members whom they feel are important to this projects success.



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- *Important Note:* All proposed team members must be available for interview on the date specified in this solicitation. No substitutes or proxies will be allowed. Individuals who fail to attend the interview will not be given a score which may jeopardize the contractor's competitiveness.

SECTION 4 – SELECTION PROCESS

4.1 Interview and Selection Process

Contractors will be ranked and selected through a qualifications based selection process based on the criteria in Section 3. A selection committee will evaluate and score each submittal. The City will use a Linear Relationship Model (LRM) as outlined in Appendix 1 to assist the City in ranking the contractors.

A selection committee will evaluate and score each SOQ and interview the top 4 to 6 contractors based on the scores from the Relevant Project Experience, Project Assessment Plan, Schedule and Subcontractor Selection Plan. After conducting the interviews, investigations of the contractors may be performed by the City.

For this project the Final List will consist of the top 4 to 6 scoring contractors (based on Relevant Project Experience, PA Plan scores, Schedule, Subcontractor Selection Plan, Interview scores, Pass/Fail References, and Pass/Fail Responsiveness).

4.2 Identification of Potential Best-Value

Scores from the interview will be used to determine the final ranking order of the shortlisted contractors.

The top selected contractor(s) on the final list will then enter into negotiations with the City to reach agreement on final contract form, content and fee structure.

If the City is satisfied with the potential best-value contractor(s), they will proceed to issue an award. If the City is not satisfied with the negotiations, the City may consider breaking off negotiations and selecting the next contractor on the final list for potential award.

SECTION 5 – POST AWARD ACTIVITIES

5.1 Weekly Reporting System

Once a Notice to Proceed has been issued, the awarded Contractor will be required to submit weekly reports documenting progress, risks and schedule updates on the project. The weekly reports are due every Friday, until the project is closed out or project has been accepted and final payment is received. For projects with a duration of less than 6 months, the weekly report will be at the discretion of the City's project manager.

5.2 Post Project Evaluation

For contracts that span over multiple years, the City will perform annual project evaluations prior to contract renewal. The City will evaluate the overall performance of the project team (including, but not limited to: overall quality, on-time completion, change orders, compliance to budget, no complaints, ability to work with the City staff, and submission of accurate weekly reports). The final rating will be used in consideration of award of future City of Peoria projects.

SECTION 6 – CRITICAL DATES

6.1 Pre-Submittal Conference



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A pre-submittal conference will be held on **March 24, 2014 at 2:00 p.m.** Arizona Time. The meeting location is the City of Peoria, Development and Community Services Building, Point of View Conference Room, 9875 N. 85th Avenue, Peoria AZ, 85345.

Staff may not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference. All interested parties are urged to attend this meeting.

6.2 Critical Dates:

The following are the critical dates for this project. Please be advised that these dates are subject to change as deemed necessary by the City.

March 24, 2014	Pre-Submittal Conference
April 2, 2014	Submittals Due
April 16, 2014	Notification of Interviews
April 24, 2014	Interviews (shortlisted contractors only)
April 30, 2014	Best-Value Contractor Notification

SECTION 7 – SOQ SUBMITTAL FORMAT

7.1 Submittal Format

- The SOQ must be submitted to the contact listed in Section 7.2. The copies should be stapled (and not bound) to facilitate easy handling, photocopying, and reading by the evaluation committee.
- No faxed or emailed SOQs will be considered.
- The SOQ must be received by the date listed in Section 7.2.
- Use the following SOQ submittal format/checklist:
 - Attachment A: Proposal Form & References – One (1) original must be submitted.
 - 2-pages max (1-page Proposal Form & 1-page References).
 - Attachment B: Relevant Project Experience – One (1) original and five (5) copies.
 - 5-pages max (1-page per project listed).
 - Attachment C: Project Assessment Plan – One (1) original and five (5) copies.
 - 4-pages max (2-page scope plan, 2-page risk assessment/value added).
 - Attachment D: One (1) original and five (5) copies.
 - 2-pages max (1-page Project Schedule and 1-page Subcontractor Selection Plan).
 - Collate & Staple the originals together in order of Attachments A thru D.
 - Collate & Staple the copies together in order of Attachments B thru D.

7.2 Submittal Due Date and Contact Information

- Proposal Responses must be received by **5:00 p.m.** (AZ time) on **April 2, 2014.**
- Contact Information



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Phone: (623) 773-7115
Fax: (623) 773-7118

Attention: Lisa Houg, Contract Officer
SOQ #: P14-0062 – JOC for Wet Utility Pipeline Projects
City of Peoria Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, Arizona 85345

7.3 Disqualification

Please be advised that failure to comply with the following criteria may be grounds for disqualification and will be strictly enforced:

- Receipt of SOQ at the proper location by the specified date and time
- The number of copies of the submittal requested
- Adherence to maximum page requirements
- Not submitting all required documentation
- Adherence to having no identifying information (except for Attachment A)

SECTION 8 – GENERAL INFORMATION

8.1 Questions

- All questions regarding this SOQ must be submitted in writing by emailing: Lisa.Houg@PeoriaAZ.Gov
- Inquiries within 48 hours preceding the due date & time will not be addressed.

8.2 General Information

- **Instructions:** The City of Peoria shall not be held responsible for any oral instructions. Any changes to this SOQ shall be in the form of a published addendum.
- **Contact:** Contact with City of Peoria staff, elected or appointed officials, or selection committee members concerning this SOQ, at any time, in any venue, is strictly prohibited, except as described in Section 8.1 above, and may be grounds for disqualification.
- **Costs:** The City of Peoria will not be responsible for any costs incurred by any contractor submitting an SOQ or responding to this notice. The City reserves the right to waive any irregularities in any submittal and to reject all submittals and re-advertise or cancel the project in its entirety, at its sole discretion. The City reserves the right to request clarification or additional information.
- **Material:** All materials submitted in response to this solicitation will become the property of the City, and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.
- **Compliance:** The selected contractor will be required to comply with the Legal Arizona Workers Act.
- **Federal Funds:** The selected contractor will be required to comply with all associated Federal Compliance Regulations for any federally funded projects that may be done under this JOC contract.

8.3 Protest Policy and Procedures

- The City of Peoria Protest Policy and Procedures are available online at
- <http://www.peoriaaz.gov/NewSecondary.aspx?id=53287>. The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, Section 2-321. Procurement Code Protests; Informal and Formal.



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- The specific protest procedures are contained in the Materials Management "Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> under the "DOWNLOADS" box on the right side of the web page.

8.4 Attachments (All must be completed and returned to be considered responsive)

Attachment A: Proposal Form & References
Attachment B: Relevant Project Experience
Attachment C: Project Assessment Plan (Scope Plan & Risk Assessment/Value Added)
Attachment D: Project Schedule and Subcontractor Selection Plan

8.5 Appendices

Appendix 1: Scoring and Ranking Submittals Information

Templates for Attachments A, B, C, and D can be accessed on the City's FTP website.

FTP Site Access Directions:

Using your Web Browser, enter the following address:

<https://cityftps.peoriaaz.gov>

You will be prompted for a User ID and Password.

User ID: *ftpsolicitation*

Password: *AEC91&lv*

(password is case sensitive)

You should then see the available folder. The folder name for this project is P14-0062 - JOC for Wet Utility Pipeline Projects.

You can copy or download the files contained in this folder to your computer or server. Download speed will depend on the internet connection speeds on both sides.

If you have trouble moving beyond the prompt for user id and password, it is likely your network or pc's firewall and/or anti-virus software is blocking access. Temporarily turning off your firewall and/or anti-virus software should allow you to continue with access.



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ATTACHMENT A PROPOSAL FORM

Project Team:

Name of Job Order Contractor (Firm): Hunter Contracting Co.

Name of Project Manager (Individual): Erik Paulsen

Name of Project Leader (Individual): Erik Paulsen

Name of Project Superintendent (Individual): Randy Sorich

Name of Project Estimator (Individual): Steven Brinkerhoff

Bonding:

Individual project bonding capacity: \$50,000,000.00

Total bonding capacity: \$180,000,000.00

Amount of bonded contracts currently in process: \$71,113,268.00

The Relevant Project Experience, Project Assessment Plan, Project Schedule and Subcontractor Selection Plan must NOT contain any information that may identify the Contractor or critical team members.

Hunter Contracting Co.

Name of Company

Rob Padilla, Vice President

Printed Name and Title of Contractor Representative

Rob Padilla
Signature of Contractor Representative

701 North Cooper Road

Gilbert, AZ

85233

Address

City, State

Zip Code

(480) 892-0521

(480) 892-4932

04/02/14

Phone

Fax

Date

robp@huntercontracting.com

Email Address

ROC 070961 A-General Engineering; ROC 075851 B-General Commercial

Contractor License Number



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ATTACHMENT A REFERENCES

1. The references you provide shall be for the projects listed in Attachment B. The Project Description to be listed in Attachment B. The Contracting Officer will contact the references for additional information and clarification, if necessary. If the reference cannot be contacted, there will be no credit given for that reference and your firm may be eliminated from the selection process. Do not exceed 1-page (you may delete these instructions).

1. Client Name: Salt River Project (SRP)
Project Name: SRP Crosscut Facilities Sewer Replacement
Contact Name: Curtlin Johnson
Phone: (602) 236-4264
E-mail address: Curtlin.Johnson@srpnet.com

2. Client Name: City of Tempe
Project Name: Roosevelt Street Emergency Waterline Replacement
Contact Name: Ken Halloran
Phone: (480) 350-8855
E-mail address: Kenneth_halloran@tempe.gov

3. Client Name: Town of Queen Creek
Project Name: Cortina Dosing Site Secondary Containment
Contact Name: Greg Homol
Phone: (480) 358-3459
E-mail address: Greg.homol@queencreek.org

4. Client Name: City of Tempe
Project Name: 22nd & 24th Street Waterline Upgrades
Contact Name: Vijay Gokhale
Phone: (480) 350-8515
E-mail address: Vijay_Gokhale@tempe.gov

5. Client Name: Motorola Solutions, Inc.
Project Name: NIBW GAC Facility - Pipeline to Chaparral WTP Phase II
Contact Name: Terry Lockwood
Phone: (602) 760-4763
E-mail address: Terry.lockwood@motorolasolutions.com



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ATTACHMENT B RELEVANT PROJECT EXPERIENCE

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

- Project Type: On-site sewer replacement within an active manufacturing facility

Description of Work: Work included the replacement of an existing failing orangeburg pipe sanitary sewer system. The owner contracted with an engineering consultant prior to bid to establish the condition of the system and prepare a marked up set of as-built drawings for bidding purposes. The project consisted of confirmation of the engineers report by video camera of the existing sewer system, pre-activity planning to ensure the shortest possible sewer shutdown, identifying exact lengths of failing pipe, private utility location, potholing, material sampling for asbestos survey, sewer bypassing, asphalt removal, asphalt replacement, concrete curb, concrete slope paving, removal and replacement of an oil water separator, and post construction system flushing and video camera. Pipe sizes ranged from 2" – 6". Services provided included project management, cost estimating, scheduling, Coordination, and oversight of on-site field technicians, quality control, subconsultant, and data processing.

Delivery Method: Invitation Hard Bid

Original Contract Amount: \$133,319.00

Final Contract Amount: \$133,319.00

Date Completed: 05/2013



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ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

2. Project Type: Emergency Waterline Replacement
- Description of Work: The emergency waterline replacement project consisted of the
abandonment of the existing 8" waterline and replacing it with a new
8" DIP water main and associated valves, services, fire hydrants,
main line and lateral connections, residential service connections,
and surface removal and replacement associated with the contract.
Work was completed from a one page plan sheet which included as-built
information and a sketch of the proposed water system. Pothole operations
commenced early in the project ahead of the installation crews to obtain
accurate data used to reduce duration, conflicts, hazardous conditions, and
overall impact to the residents and the owner. Services provided included
project management, coordination with project stakeholders, cost estimating,
scheduling, constructability reviews, quality control, self-performed work, and
public outreach.
- Delivery Method: Job Order Contract
- Original Contract Amount: \$449,282.07
- Final Contract Amount: \$432,302.27
- Date Completed: 02/2012



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ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

3. Project Type: Dosing Site Secondary Containment
- Description of Work: 670 SF containment pad excavation and grading, 40 CY haul off of excess materials, 670 SF of 6" reinforced concrete containment pad, 1 each install catch drain, 13 LF 6" SDR 35 sanitary sewer line from catch drain to existing sanitary sewer manhole, 1 each tie-in to existing manhole and sauerisen coat existing manhole at tie-in, 59 LF 2" PVC electrical conduit, and install 111 LF concrete vertical curb. The dosing site was directly adjacent to a residential property and the work hours were adjusted through public outreach in consideration of the impact to the property owner. Services provided included coordination with project stakeholders, cost estimating, constructability reviews, self-performed work, scheduling, and as-builts.
- Delivery Method: Job Order Contract
- Original Contract Amount: \$24,077.90
- Final Contract Amount: \$23,074.97
- Date Completed: 09/2011



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ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

4. Project Type: Waterline Replacement
- Description of Work: This project included the installation of 2,400 linear-feet of new 6-, 8- and 12-inch potable waterlines and appurtenances, as well as new water services, fire hydrants, curb and gutter, and full thickness asphalt replacement. Major coordination was done with many businesses in the area to provide full access during the construction period. Services provided included coordination with project stakeholders, construction cost estimating, self-performed work, scheduling, quality control, value engineering and permitting.
- Delivery Method: Job Order Contract
- Original Contract Amount: \$737,195.00
- Final Contract Amount: \$759,581.00 (owner-added scope)
- Date Completed: 07/2010



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ATTACHMENT B RELEVANT PROJECT EXPERIENCE (CONTINUED)

Please do not list your company's name or project identifying information. The projects listed must be of similar size and scope to this JOC. The projects listed must be completed (not on-going or substantially completed). Contractor must list no more than five (5) different projects (1 project per page). You may delete these instructions.

5. Project Type:	<u>New 16" DIP Potable Waterline</u>
Description of Work:	<u>This project included approximately 2,575 LF 16" Ductile Iron pipe; and</u> <u>appurtenances; 220 LF jack & bore 36" casing pipe under</u> <u>an active irrigation canal and active storm drain box culvert.</u> <u>36 LF of removal and replacement of a 12" sanitary sewer line approximately</u> <u>22 feet deep from existing manhole to existing manhole, by-pass pumping of</u> <u>12" sanitary sewer main, public outreach services, full depth asphalt trench</u> <u>patch and slurry seal from lip of gutter to centerline of road, pavement</u> <u>marking replacement, permit acquisition, waterline testing, concrete curb</u> <u>removal and replacement, concrete sidewalk removal and replacement</u> <u>concrete driveway removal and replacement, coordination with gas company</u> <u>monitor during excavation, coordination between multiple stakeholders and</u> <u>facility owners, and coordination with project owner to acquire necessary TCE.</u> <u>Services provided included coordination with project stakeholders,</u> <u>construction cost estimating, self-performed work, scheduling, quality</u> <u>control, value engineering, and public outreach.</u>
Delivery Method	<u>Invitation Hard Bid</u>
Original Contract Amount:	<u>\$1,010,680.46</u>
Final Contract Amount:	<u>\$943,967.51</u>
Date Completed:	<u>08/2013</u>



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ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 1 – SCOPE PLAN (Page 1 or 2)

It is our understanding that the sample project assessment prepared for this proposal addresses the replacement of an existing water line on 85th Avenue from Mountain View Road to Peoria Avenue and the replacement of an existing VCP sewer line from Monroe Street to just south of Peoria Avenue.

DESIGN & PRECONSTRUCTION SERVICES: To fully understand Peoria's expectations for the project, we will conduct a project kick-off meeting and visit the site with the City officials to identify scope of work, budget objectives, and key milestones for design/preconstruction, permitting, construction and close-out. A public outreach meeting will be held prior to construction to notify the community of the proposed work, including upcoming construction activities, to gather any concerns or potential issues the project stakeholders and surrounding community members may have. Our team will develop solutions for these concerns and implement them prior to or during construction.

As part of the design phase we will provide a full set of project documents in conformance with the City's master plan, ADEQ, and all other applicable City, State, County, and Federal Codes and Guidelines. During the design phase we collaborate with the design team performing constructability reviews to identify cost effective solutions for critical activities, such as temporary sewer bypass, connection of laterals to the new sewer line, and phased connection of the new water main and services, in order to maintain normal service to customers. These constructability reviews will minimize risk, duration, and budget for Peoria. We will do a thorough review of as-built drawings and utility maps, in addition to on-site investigations, including surveying, utility coordination, construction access restrictions, and environmental concerns. Work plans will be developed detailing our means and methods for construction to communicate our approach to Peoria and project stakeholders. Once our sequencing is established, we will develop a preliminary traffic control plan for construction to identify ingress and egress for the travelling public through the construction zone.

During the sewer design, we will video the existing sewer line to identify the number and location of the service connections and evaluate its condition to determine if trenchless construction means and methods could be utilized to extend the useful life of the system. The existing sanitary sewer manholes are in poor condition and the sanitary sewer laterals are connected at the manhole at 2' – 3.5' above the mainline invert. We will pothole the existing utilities to identify and resolve any utility conflicts with the new sewer line. Existing sewer laterals will be potholed to confirm the horizontal and vertical location of the new pipe.

During the water design, we will work with the engineer to develop an efficient pipe alignment that reduces the number of vertical dips and allows for simplified connections to lateral systems and services. There is an existing SRP irrigation line on the west side of the road paralleling the existing waterline from Mountain View Road to Monroe Street. To avoid the potentially leaking irrigation system we anticipate locating the new waterline to the west side of the road. We will confirm that existing water valves are operable and provide sufficient shutdown of the water line. We will pothole the existing utilities for the water to eliminate any conflicts. If it is discovered that an existing utility will be in conflict with the proposed alignment, the design team will provide the lowest cost solution between relocating the existing utility and realigning the proposed facility. We can avoid waterline conflicts by rolling the pipe or by installing vertical alignment dips with air release valves to provide the required separation.

We will submit a copy of the Approval to Construct (AOC) issued by Maricopa County Environmental Services Department to Peoria prior to receiving final plan approval from the City. The design team will provide a field survey and prepare legal descriptions and exhibits to procure any necessary right of way or temporary construction easements. After surveys are complete, we will meet with property owners to document existing conditions prior to any work on private property.

We will develop a cost model during the design phase process (30%, 60%, and 95%) to ensure the project stays on budget. Once the design is complete we will convert the cost model into a guaranteed maximum price (GMP). This process has proven effective in keeping the project on budget with no change orders, unless changes to project scope are given by the City. The baseline project schedule is completed during this period including design deliverables, design reviews, permitting, construction activities, as-builts, and project closeout. This schedule is updated throughout the project ensuring the project is delivered on time.



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SECTION 1 – SCOPE PLAN (Page 2 of 2)

The permitting process will begin once construction documents have reached 95% to allow a quick and smooth transition into construction. We will secure any permits necessary for the project, including Maricopa County Dust Control Permit, ADEQ NOI, City of Peoria temporary use permit for construction yard, hydrant meter application, haul route permit, stock pile permit, and a traffic control plan submittal.

CONSTRUCTION: We will begin the construction phase with a kick-off meeting with City officials and project stakeholders where we will communicate the schedule and details of the work plan. Throughout construction we will conduct weekly progress meetings to monitor project safety, quality control reporting, and budget and schedule updates. Action plans will be initiated to address questions or concerns that arise during construction.

The water and sanitary sewer lines will be constructed concurrently. All existing utilities will be confirmed and any additional potholing will be performed to supplement the design phase potholing. All excavation will be completed in strict conformance with Blue Stake, OSHA, MAG, City of Peoria, and company safety program requirements. Access for both pedestrian and vehicular traffic will be maintained per our approved traffic control plan for both the water and sewer line installations. We will provide adequate trench plating on the asphalt to assure no slippage of the plate or collapsing of the trench for public safety during non-work hours.

WATER: We will start our installation of the water line from Mountain View Road heading north. The required top of trench width limits will be laid out and saw cut for removal of asphalt and concrete. Asphalt will be removed in phases to limit impact to the traveling public at intersections and side streets. Concrete will be removed at locations where water services or hydrant laterals will need to cross existing curb and sidewalk. Concrete sidewalk will be removed in phases as the work progresses and will be replaced within 7 days of water line installation.

Once installation of all mainline pipe, lateral stub outs, and service stub outs are complete, the system will be bacteria and pressure tested per MAG and City of Peoria standards. Once tie-ins are complete, we will abandon the existing water line in place, and as-builts for new and abandoned water lines will be submitted to Peoria.

SEWER: We will start the new sanitary sewer line installation while maintaining flows in the existing sewer line. Where the existing sanitary sewer laterals tie into existing manholes, temporary bypassing will be required to allow for installation of new manholes prior to final connection to the new system. Temporary bypasses for sewer laterals will be gravity bypasses that will be constructed using pipe bends, cleanouts, and wye fittings. Laterals will be temporarily tied into the existing main approximately 10' downstream of the existing manhole. Cleanouts will serve as temporary access and inspection points to ensure that laterals do not back up. New manholes will be installed for the existing laterals tying in on the east side of the main line.

We will complete the concrete replacement once pipe laying operations pass a connecting side street or intersection to allow for the reopening of the sidewalk. Trench patching and final adjustments will take place after concrete repairs are complete, and all disturbed landscape areas will be restored to property owner's acceptance. A chip seal pavement section will then be placed and pavement markings will be reapplied to affected areas.

After the new sewer line is installed, we will submit an AOC, Engineer's Certificate of Completion, Pressure and Vacuum Testing documentation, Deflection Testing documentation, and video inspection records. Existing sewer pipe will be abandoned in place, and existing manholes will be removed and disposed of. As-builts for both the new and abandoned sewer lines will be submitted to Peoria.

PROJECT CLOSE-OUT: Our team will provide continual quality control management throughout the project, with corrections implemented as required to minimize punch-list items as the project nears completion. Punch list items will be cleared before submittal of final completion documents to the City. We will conduct reviews of the as-builts with the City at 50%, 75%, and at project completion.

Our team is strongly motivated to provide outstanding service and quality work to create opportunities for additional work orders. This type of partnership allows for increased communication between us and the City to enhance the partnership aspect of the JOC contract. This approach results in high-quality construction and service and enhanced quality control. Our proven quality in delivering JOC contracts has reduced and eliminated punch lists.



STATEMENT OF INTEREST AND QUALIFICATIONS

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P14-0062

ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 2 - RISK ASSESSMENT (Page 1 of 2)

Risk 1:	Maintenance of pedestrian traffic: Site conditions change daily and pedestrian may not recognize potential hazards.
Solution:	We will develop and implement traffic control plans with pedestrian barricades and signage that will alert and direct pedestrians through the work zone safely. We will maintain a safe path on the opposite side of the road from construction activities.
Risk 2:	Existing Underground Utilities: If not located correctly they may cause outages and project delays.
Solution:	We will submit a Blue Stake request after markings are completed to verify marks with available utility maps or attainable as-builts. We will pothole during the design phase and utilize experience observing obscure features that may indicate an unmarked or unknown utility.
Risk 3:	The project is adjacent to residential properties. We anticipate that there could be complaints regarding noise and disruption from traffic and construction activities.
Solution:	We will conduct a public information meeting prior to construction start to discuss potential construction impacts with residents, listen to their concerns, and create ways to minimize impacts. We will maintain open, constant, and consistent communication with the public throughout construction by means determined in the meeting, and will provide them with the project teams email addresses and phone numbers.
Risk 4:	Lane closures at signal intersection will affect ordinary traffic flow for the traveling public.
Solution:	We will utilize a one lane each direction midblock set up and provide an off-duty officer while work is being performed within 300 feet of the intersection.
Risk 5:	Working in a permitted confined space, there is potential for hazardous atmospheres that could create a life threatening situation.
Solution:	We will provide refresher training prior to confined space entry for on-site staff. They will be trained on the hazards; and how to identify them; roles of the entrant, attendant, and supervisor; and the proper equipment and use of it. We will provide employees with all necessary safety equipment to mitigate and prevent injury.
Risk 6:	Timely and accurate communication for the residents so they are aware of potential hazards in the work zone.
Solution:	We will procure a public relations firm to assist our team with public outreach efforts, including email notifications, mailers, door hangers, and outreach meetings.
Risk 7:	Open trench excavation in a residential area there is a risk of pedestrians entering or falling into the open excavation.
Solution:	We will place trench plates and fencing over and around all open excavation to protect against inadvertent or deliberate access to the excavation.
Risk 8:	Contact with overhead power lines while excavating and dumping could cause injury to workers and the traveling public as well as property damage and utility outages.
Solution:	We will place overhead power line warning signs at all overhead utility crossings, and designate a dedicated spotter while working in the vicinity of the utility.
Risk 9:	Demolition of existing asbestos pipe which is a hazardous materials requiring special handling and disposal.
Solution:	Properly train supervisor and crew for removal, storage, and disposal in conformance with ADEQ and OSHA.



STATEMENT OF INTEREST AND QUALIFICATIONS

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation Number: P14-0062

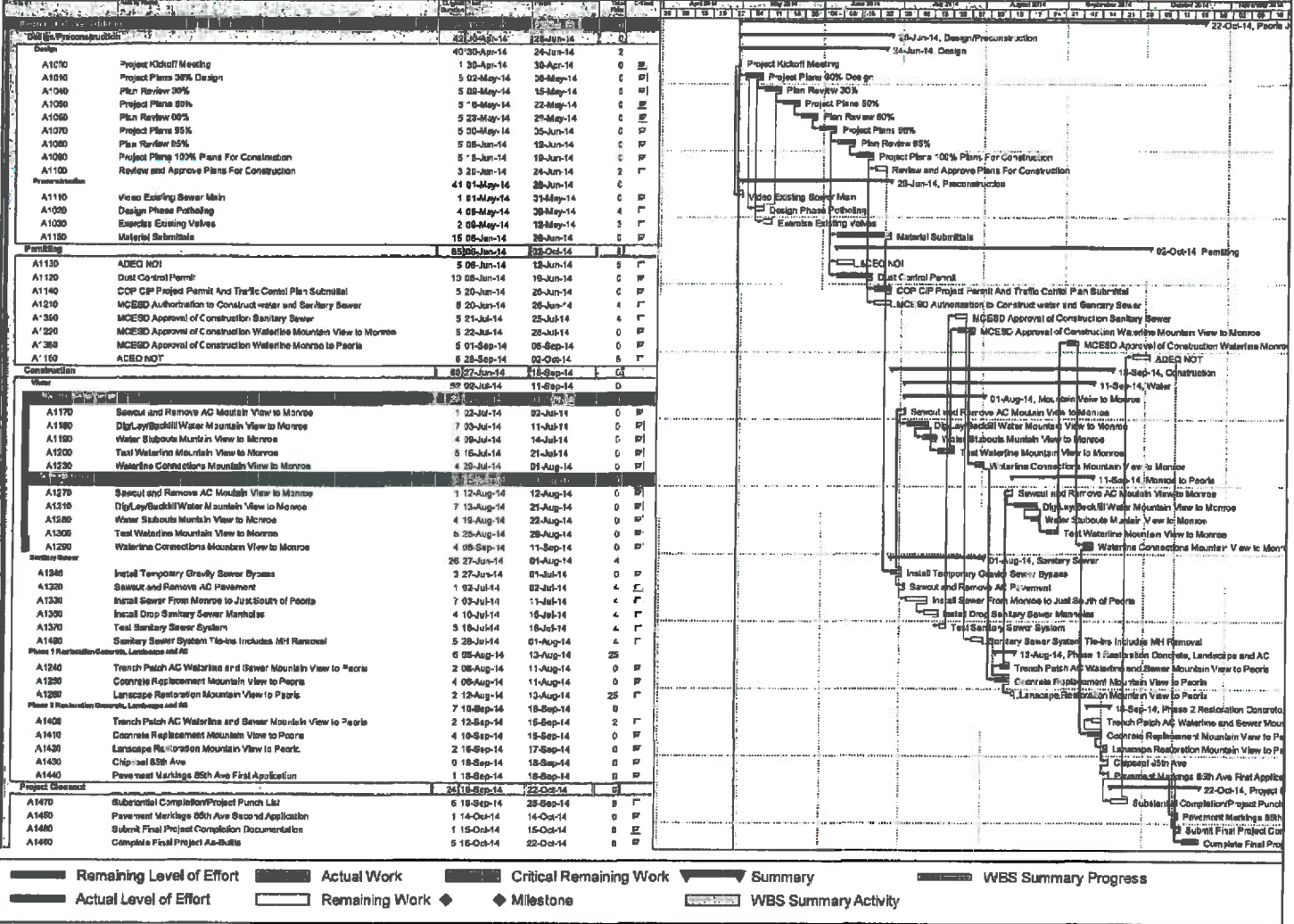
ATTACHMENT C PROJECT ASSESSMENT PLAN TEMPLATE

This template must be used.

SECTION 2 - VALUE ADDED OPTIONS (Page 2 of 2):

Item 1:	Install drop manholes to allow for a smoother transition of solids from the lateral pipes into the main line pipe. The existing condition was observed to have an abundance of solids collecting above the sewer system flow line on top of the manhole base. The drop manhole will provide improved functionality of the sanitary sewer system.			
Impact:	Cost (\$)	Additional \$3,000.00	Schedule (Days)	0
Item 2:	Install a below grade gravity temporary bypass for 8" sanitary sewer laterals in place of a mechanical bypass pumping system. The gravity bypass will allow existing facilities to remain in operation while the new mainline pipe and manholes are being installed and tested. The gravity bypass can be installed and maintained at a lower cost than a bypass pumping system, and will not be accessible to tampering or failure of equipment.			
Impact:	Cost (\$)	Savings \$45,000.00	Schedule (Days)	0
Item 3:	Recycle AC & ABC in trench backfill. Pulverize AC and blend with existing ABC to use in trench patch roadway section.			
Impact:	Cost (\$)	Savings \$5,000.00 - \$7,000.00	Schedule (Days)	0
Item 4:	Use sewer material SDR 35 in place of VCP. SDR 35 pipe comes in longer joint lengths that allow for increased production rates and lower installation cost. SDR 35 pipe material cost approximately 50% less than VCP.			
Impact:	Cost (\$)	Savings \$10,000.00 - \$15,000.00	Schedule (Days)	3
Item 5:	Traffic control road closure will reduce construction time spent preparing the work area in order to open the road to traffic at the end of each day. This approach reduces the flagging required, and the cost of moving barricades will be drastically reduced.			
Impact:	Cost (\$)	Savings 28,000.00 - \$35,000.00	Schedule (Days)	14
Item 6:	Tunnel under existing concrete curb to make service connections. This will eliminate removal and replacement of the concrete curb.			
Impact:	Cost (\$)	Savings \$2,000.00	Schedule (Days)	3

City of Peoria - 85th Avenue Water and Sewer Line Replacement (Attachment D)





STATEMENT OF INTEREST AND QUALIFICATIONS

Solicitation Number: P14-0062

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

ATTACHMENT D SUBCONTRACTOR SELECTION PLAN

Our subcontractor selection plan outlines how the pre-qualification and selection process is implemented within the JOC process. We abide by the requirements described in A.R.S. 34 603-7i, which allows subcontractor selection based on qualifications only or a combination of qualifications and price. We require that all subcontractors initially complete an internal subcontractor pre-qualification process. This process measures financial stability and bonding capacity, evaluates safety (EMOD), and takes into consideration the experience of similar work with referenced projects. Any contractor not currently on our pre-qualified list will be required to participate in the pre-qualification process. This successful process eliminates the risk of financially unstable contractors defaulting on contract obligations in the middle of critical work items. This process systematically evaluates:

- State Licenses and Registrations
- Insurance Coverage
- Financial Stability
- Bonding Capacity
- Safety Performance
- Recent Similar Project Experience
- References
- Available Resources
- Ability to Meet the Schedule

Prequalification— We may propose that a technical proposal and/or statement of qualifications be required to substantiate the selection process when considering selection based on qualifications only. This is successfully utilized for various JOC, design build, and CMAR delivery methods. All other subcontractors will be evaluated based on qualifications and price, obtaining competitive quotes once the prequalification process is complete. Subcontractor's bid proposals will be evaluated separately from the pre-qualification material received.

Bid Clarification— We will review the project and respective trade specific scopes with every subcontractor prior to any award. A final and overall analysis of the award will be made to ensure appropriate selection. Separate and independent resources, both internal and external to us, may be brought in at this time to assist and critique the selection process.

Recommended Subcontractors— We will prepare final subcontractor selection reports upon completion of the award analysis and subcontractor selection. These reports will detail the selection process of each trade category and will contain copies of all solicitation documents, proposals, technical proposal scoring and ranking, bid breakdowns, scope clarifications, value engineering options and buyout recommendations.

Subcontractor Pre-qualification Process— Our complete and comprehensive subcontractor selection plan, including a prequalification questionnaire and scoring matrix, will be submitted to the City for review and approval prior to beginning the selection process. The City is encouraged to participate in review of the potential subcontractor list.

Subcontractor Selection— All subcontractor proposals will be evaluated by the project team and qualifications will be confirmed and made available to the City prior to any award. Selection will be made based on the best value for the project at the most competitive cost. We prepare final subcontractor selection reports that detail the selection process by trade category upon completion of the award analysis. This report contains copies of solicitation documents, proposals and scoring/ranking, bid breakdowns, scope clarifications, and value engineering options.

2



SOLICITATION AMENDMENT

Solicitation No: P14-0062
 Description: JOC for Wet Utility Pipeline Projects
 Amendment No: One (1)
 Solicitation Due Date: April 2, 2014
 Solicitation Due Time: 5:00 p.m.

**Materials Management
 Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Buyer: Lisa Houg

A signed copy of this Amendment shall be received by the City of Peoria, Materials Management no later than the Solicitation Due Date and Time.

Section 2.3, Sample Project, second paragraph is revised and replaced as indicated below.

The sample project identified by the City is the construction of a replacement 8" water line along with a replacement sewer on 85th Avenue from Mountain View Road to Peoria Avenue. The sample project scope includes preparing plans and specifications (design phase), acquiring the necessary right-of-way and permits, traffic control, public involvement, relocation of existing utilities, excavation, installation and testing of the reclaimed water line and sewer, fittings, valves and services, meter boxes, pavement and landscaping restoration.

In addition, the following has been added to the City's FTP site:

- Water and Sewer Quarter Section Maps for the Sample Project. *No other information about the sample project will be provided.*
- Pre-Submittal meeting Sign-In sheet.
- Pre-Submittal meeting Presentation.

All other provisions of this Solicitation shall remain in their entirety.

Vendor hereby acknowledges receipt and agreement with the amendment.

[Signature]
Signature

April 2, 2014
Date

Rob Padilla, Vice President
Typed Name and Title

Hunter Contracting Co.
Company Name

701 North Cooper Road
Address

Gilbert **Arizona** **85233**
City State Zip

The above referenced Solicitation Amendment is hereby Executed

March 25, 2014

at Peoria, Arizona

[Signature]
Lisa Houg, CPPB
Contract Officer

ATTACHMENT C

**JOC Cost Proposal Forms
(Pricing Matrix & Project Cost Sheet)**

(See Attached)

P14-0062C - JOC for Wet Utility Pipeline Projects

Company Name: Hunter Contracting Co.

JOC Pricing Matrix	\$1.00 to \$100,000	\$100,000 to \$250,000	\$250,000 to \$500,000	\$500,000 to \$1M	\$1M to \$2M	\$2M to \$3M
Indirect Cost of the Work						
GC Overhead	11.90%	11.90%	11.90%	11.90%	11.90%	11.90%
GC Profit	8.00%	8.00%	8.50%	5.50%	4.50%	3.50%
Subcontractor Profit	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Bonds	0.84%	0.84%	0.84%	0.84%	0.84%	0.84%
Insurance	1.00%	1.00%	1.00%	1.00%	1.00%	1.00%
AZ/County/City Taxes	5.265%	5.265%	5.265%	5.265%	5.265%	5.265%
Total Indirect Cost %	32.01%	32.01%	30.51%	29.51%	28.51%	27.51%

City of Peoria Job Order Labor Rates

CONTRACTOR NAME: **Hunter Contracting Co.**

Contract Type: **Wet Utility Pipeline Projects**
 Job Order No.:
 City Project Mgr: **Lisa Houg**
 Fee Type:
 Location:
 Job Title:

City Solicitation No.: **P14-00620**
 Contractor's Job No.:
 Prepared by: **Erik Paulsen**
 Date: **5/13/2014**
 Revision:

SECTION A: LABOR (Inclusive of burden)

Position	Unit	Quantity	Labor Cost	
			Straight Time / EA	Total
Pre-con, Manager	Hours	1.0	\$ 72.49	\$ 72.49
Project, Engineer	Hours	1.0	\$ 49.61	\$ 49.61
Program, Manager	Hours	1.0	\$ 75.35	\$ 75.35
Project, Manager	Hours	1.0	\$ 67.24	\$ 67.24
Project, Start-up Manager	Hours	1.0	\$ 66.77	\$ 66.77
Project, Safety Supervisor	Hours	1.0	\$ 45.32	\$ 45.32
Administrative Assistant	Hours	1.0	\$ 27.45	\$ 27.45
Carpenter	Hours	1.0	\$ 32.45	\$ 32.45
Carpenter, Lead	Hours	1.0	\$ 36.27	\$ 36.27
Driver, Camel	Hours	1.0	\$ 31.38	\$ 31.38
Driver, Serviceman	Hours	1.0	\$ 32.81	\$ 32.81
Driver, Transport	Hours	1.0	\$ 45.35	\$ 45.35
Driver, Ten Wheeler	Hours	1.0	\$ 28.44	\$ 28.44
Driver, Watertruck	Hours	1.0	\$ 29.59	\$ 29.59
Estimator	Hours	1.0	\$ 66.77	\$ 66.77
Foreman, Concrete	Hours	1.0	\$ 46.75	\$ 46.75
Foreman, Grading	Hours	1.0	\$ 46.75	\$ 46.75
Finisher	Hours	1.0	\$ 28.93	\$ 28.93
Foreman, Millwright	Hours	1.0	\$ 46.75	\$ 46.75
Foreman, Pipe	Hours	1.0	\$ 50.33	\$ 50.33
Foreman, Paving	Hours	1.0	\$ 53.90	\$ 53.90
Foreman, Structures	Hours	1.0	\$ 51.04	\$ 51.04
Labor, General	Hours	1.0	\$ 23.73	\$ 23.73
Labor, Asphalt Raker	Hours	1.0	\$ 24.23	\$ 24.23
Labor, Concrete	Hours	1.0	\$ 24.23	\$ 24.23
Labor, Form Setter	Hours	1.0	\$ 24.23	\$ 24.23
Labor, Guinea Chaser	Hours	1.0	\$ 23.94	\$ 23.94
Labor, Pipe	Hours	1.0	\$ 25.21	\$ 25.21
Labor, Pipe Layer	Hours	1.0	\$ 29.32	\$ 29.32
Labor, Pipe Layer, Lead	Hours	1.0	\$ 32.24	\$ 32.24
Mechanic	Hours	1.0	\$ 50.33	\$ 50.33
Millwright	Hours	1.0	\$ 27.80	\$ 27.80
Millwright, Lead	Hours	1.0	\$ 31.74	\$ 31.74
Operator, Backhoe	Hours	1.0	\$ 39.60	\$ 39.60
Operator, Blade	Hours	1.0	\$ 38.53	\$ 38.53

City of Peoria Job Order Labor Rates

CONTRACTOR NAME:

Hunter Contracting Co.

Contract Type: Wet, Utility Pipeline Projects
 Job Order No.
 City Project Mgr: Lisa Houg
 Fee Type:
 Location:
 Job Title:

City Solicitation No.: P14-0062C
 Contractor's Job No.:
 Prepared by: Erik Paulsen
 Date: 5/13/2014
 Revision:

SECTION A: LABOR (Inclusive of burden)

Position	Unit	Quantity
Operator, Boomtruck	Hours	1.0
Operator, Compactor	Hours	1.0
Operator, Crane	Hours	1.0
Operator, Curb Machine	Hours	1.0
Operator, Dozer	Hours	1.0
Operator, Grade Checker	Hours	1.0
Operator, Grade Tractor	Hours	1.0
Operator, Loader	Hours	1.0
Operator, Paver	Hours	1.0
Operator, Roller	Hours	1.0
Operator, Scraper	Hours	1.0
Operator, Slip Form Paver	Hours	1.0
Operator, Screed	Hours	1.0
Operator, Tractor	Hours	1.0
Operator, Universal	Hours	1.0
Pipe Layer	Hours	1.0
Pipe Layer, Lead	Hours	1.0
Superintendent	Hours	1.0
Superintendent, Concrete	Hours	1.0
Superintendent, General	Hours	1.0
Superintendent, Pipe	Hours	1.0
Superintendent, Struct Conc	Hours	1.0
Welder	Hours	1.0

Labor Cost	
Straight Time / EA	Total
\$ 39.96	\$ 39.96
\$ 33.52	\$ 33.52
\$ 39.96	\$ 39.96
\$ 33.52	\$ 33.52
\$ 33.52	\$ 33.52
\$ 29.32	\$ 29.32
\$ 31.02	\$ 31.02
\$ 33.17	\$ 33.17
\$ 33.52	\$ 33.52
\$ 33.52	\$ 33.52
\$ 33.52	\$ 33.52
\$ 33.52	\$ 33.52
\$ 33.52	\$ 33.52
\$ 27.47	\$ 27.47
\$ 30.39	\$ 30.39
\$ 61.05	\$ 61.05
\$ 61.05	\$ 61.05
\$ 62.48	\$ 62.48
\$ 61.05	\$ 61.05
\$ 61.05	\$ 61.05
\$ 53.90	\$ 53.90

Submitted by:

Erik Paulsen, Project Manager

5/12/14

Date

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME:

Hunter Contracting Co

Contract Type: Water Utility Pipeline Projects
 Job Order No.: P.14-0082B
 City Project Mgr.:
 Fee Type: Specify Lump Sum Fixed Price or GMP
 Location:
 Job Title:

City Project No.:
 Contractor's Job No.:
 Prepared by:
 Date:
 Revision:

Description of Work to be Performed
 (supporting information attached):

SECTION A: LABOR (inclusive of burden)

Position	Unit	Quantity
Project Manager	Hours	1.0
Project Engineer	Hours	1.0
Superintendent	Hours	1.0
Foreman	Hours	1.0
Specialty Operator	Hours	1.0
Equipment Operator	Hours	1.0
Skilled Tradesman (Journeyman)	Hours	1.0
Skilled Worker (Apprentice)	Hours	1.0
Semi Skilled Worker	Hours	1.0
Laborer	Hours	1.0

Labor Cost		Position
Each	Total	Total
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
Total Labor Cost		\$ -

SECTION B: EQUIPMENT (supporting information attached, i.e. EquipmentWatch.com)

Item	Unit	Quantity
Equip1	Hours	1.0
Equip2	Hours	1.0
Equip3	Hours	1.0
Equip4	Hours	1.0
Equip5	Hours	1.0
Equip6	Hours	1.0
Equip7	Hours	1.0
Equip8	Hours	1.0
Equip9	Hours	1.0
Equip10	Hours	1.0

Equipment		Item
Each	Total	Total
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
Total Equipment Cost		\$ -

SECTION C: MATERIALS

Item	Unit	Quantity
Materials1	Each	1.0
Materials2	Box	1.0
Materials3	Roll	1.0
Materials4	Ton	1.0
Materials5	Yard	1.0
Materials6	Each	1.0
Materials7	Each	1.0
Materials8	Each	1.0
Materials9	Each	1.0
Materials10	Each	1.0

Material		Item
Each	Total	Total
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -
Total Material Cost		\$ -

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: Hunter Contracting Co.

Contract Type: Wet Utility Pipeline Projects
 Job Order No. IP14-0062B
 City Project Mgr: _____
 Fee Type: Specify Lump Sum Fixed Price or GMP
 Location: _____
 Job Title: _____

City Project No.: _____
 Contractor's Job No.: _____
 Prepared by: _____
 Date: _____
 Revision: _____

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Subcontractor Cost:		\$0.00

OVERHEAD: 0% (% to be taken from matrix)

PROFIT: 0% (% to be taken from matrix)

Subtotal General Contractor Costs (A+B+C):	\$0.00
O&P (% of A+C):	\$0.00
Total General Contractor Costs including O&P:	\$0.00
Subtotal Subcontractor Costs (D)	\$0.00
Subcontractor Profit (5% of D)	\$0.00
Total Subcontractor Costs including Profit:	\$0.00
TOTAL GC Cost (including O&P) and Subcontractor Costs (including Subcontractor Profit):	\$0.00
Insurance Costs @ 1.00%	\$0.00
Bond Costs @ 0.84	\$0.00
Sales Tax (65% of 8.1%)	\$0.00
Tax Exemption Credit	\$0.00
Subtotal Job Cost:	\$0.00
Contingencies	\$0.00
TOTAL JOB COST:	\$0.00

Submitted by: _____

Name, Title

Date

ATTACHMENT D

**Contractor's Contacts
(Contact List & Authorized Signature Form)**

(See Attached)



701 NORTH COOPER ROAD, GILBERT, AZ 85233
PH: 480-892-0521 FX: 480-892-4932
WWW.HUNTERCONTRACTING.COM

May 12, 2014

City of Peoria
Attn: Lisa Houg, CPPB - Contract Officer
City of Peoria, Materials Management
9875 N. 85th Avenue
Peoria, AZ 85345

Re: Pre-Award - Contract Documents for P14-0062 C
Authorized Signers


Dear Lisa,

The individuals listed below are authorized to execute and sign on behalf of Hunter Contracting Co. for the subject contract, the following documents:

- | | |
|-----------------------|---|
| 1. The Proposal | 7. Change Orders |
| 2. The Contract | 8. Extension of Time |
| 3. The Bonds | 9. Request for Force Acct. Work |
| 4. The Purchase Order | 10. All other papers necessary for the conduct of the corporation's affairs and the execution of the Contract |
| 5. Payrolls | |
| 6. Claims | |

(Authorized to Sign)	(Document No.)
Rob Padilla, Vice President	No. 1 thru 10
Chuck English, Vice President	No. 1 thru 10
Bob Carlson, Vice President	No. 1 thru 10
Erik Paulsen, Project Manager	No.5 thru 10
Randy Sorich, Superintendent	No.8 thru 10

Respectfully,


Steve Padilla
President



701 NORTH COOPER ROAD, GILBERT, AZ 85233
PH: 480-892-0521 FX: 480-892-4932
WWW.HUNTERCONTRACTING.COM

May 12, 2014

Lisa Houg
City of Peoria, Materials Management
9875 N. 85th Avenue
Peoria, AZ 85345

RE: Pre-Award - Contract Documents for P14-0062C
Contractors Contacts

Dear Lisa,

Hunter Contracting Co. submits the following "Contractors Contacts list" for the above referenced contract.

<u>Title</u>	<u>Name/Email</u>	<u>Phone Number</u>
President & CEO	Steve Padilla stevep@huntercontracting.com	(O) (480) 632-4977
Vice President Operations	Rob Padilla robp@huntercontracting.com	(O) (480) 632-4931 (M) (602) 359-2012
Vice President Director of Estimating	Bob Carlson bobc@huntercontracting.com	(O) (480) 632-4904 (M) (602) 359-1323
Vice President Preconstruction Manager	Chuck English chucke@huntercontracting.com	(O) (480) 632-4954 (M) (520) 954-3016
Project Manager Single Point of Contact	Erik Paulsen erikp@huntercontracting.com	(O) (480) 892-0521 (M) (602) 359-2149
Project Superintendent	Randy Sorich randys@huntercontracting.com	(O) (480) 892-0521 (M) (602) 359-1290
Estimator	Steven Brinkerhoff stevenb@huntercontracting.com	(O) (480) 892-4922 (M) (602) 541-0753

Sincerely,
HUNTER CONTRACTING CO.

Erik Paulsen
Project Manager

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HUNTER CONTRACTING CO.**

EXHIBIT B
Award and Rate Sheet

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: Hunter Contracting Co.

Contract Type: Wet Utility Pipeline Projects
 Job Order No. _____
 City Project Mgr: Bill Passmore
 Fee Type: JOC
 Location: Oasis WTP
 Job Title: _____

City Project No.: _____
 Contractor's Job No.: 14412-xx
 Prepared by: Chris Page / Jason Robinson
 Date: 1/8/2016
 Revision: _____

Description of Work to be Performed Construction of finish water pressure relief line and misc. improvements.
 (supporting information attached):

Summary of Schedule of Values

A)	Total Labor Cost	\$ 234,840.32
B)	Total Equipment Cost	\$ 154,081.99
C)	Total Material Cost	\$ 500,542.08
D)	Total Subcontractor Cost	\$ 28,217.00

OVERHEAD: 8.0% (% to be taken from matrix)

PROFIT: 4.0% (% to be taken from matrix)

Subtotal General Contractor Costs (A+B+C): \$889,464.39
 O&P (% of A+C): \$88,245.89
 Total General Contractor Costs including O&P: \$977,710.28

Subtotal Subcontractor Costs (D) \$28,217.00
 Subcontractor Profit (5% of D) \$1,410.85
 Total Subcontractor Costs including O&P: \$29,627.85

TOTAL GC Cost (including O&P) and Subcontractor \$1,007,338.13
 Insurance Costs @ 1.00% \$10,073.38
 Bond Costs @ 0.71% \$7,152.10
 Sales Tax (65% of 9.20%) \$61,268.90
 Sales Tax Exempt Material (65% of 9.20%) -\$22,291.95

Exempt Material Cost for Tax Savings = \$372,775.00

TOTAL JOB COST: \$1,063,540.57

Contingencies/Allowances

Allowance - Blower Modification	120,000.00
Allowance - Clean GAC from 42" Pipe	15,000.00
Allowance - Handrail	15,000.00
Allowance - Air Scour System Start-up & Testing	12,500.00
Allowance - Update Electronic O&M Manual	7,500.00
Total Contingencies/Allowances	\$170,000.00

Submitted by:

Chuck English VP of Operations
 Name, Title

1/6/2016
 Date

Hunter Contracting
 Oasis WTP
 Schedule of Values

GMP 1

1/8/16

DIRECT COST OF CONSTRUCTION

CBS Position	Description	Quantity	UoM	Unit Cost	Labor	Equip	Mat'l	Subs	Total Cost
1	Rebuild Underdrains Filters 3 & 4	2.00	EA	119,381.16	44,716.87	30,863.55	163,181.89	-	238,762.31
2	Rebuild Underdrains Filters 1, 2 & 5	3.00	EA	124,029.34	73,273.96	53,696.58	245,117.47	-	372,088.01
3	Add Manway to Effluent/Backwash Piping	5.00	EA	18,199.67	23,099.48	18,020.28	25,538.60	24,340.00	90,998.36
4	Add Backfeed FW Line to Reservoir #1	1.00	LS	91,396.87	14,057.25	13,742.70	59,719.92	3,877.00	91,396.87
5	General Requirements	1.00	LS	124,435.84	79,692.76	37,758.88	6,984.20	-	124,435.84
Subtotals					234,840.32	154,081.99	500,542.08	28,217.00	917,681.39
Allowances									
6	Allowance - Blower Modification	1.00	EA	120,000.00	-	-	-	-	120,000.00
7	Allowance - Clean GAC from 42" Pipe	1.00	EA	15,000.00	-	-	-	-	15,000.00
8	Allowance - Handrail	1.00	EA	15,000.00	-	-	-	-	15,000.00
9	Allowance - Air Scour System Start-up & Testing	1.00	EA	12,500.00	-	-	-	-	12,500.00
10	Allowance - Update Electronic O&M Manual	1.00	EA	7,500.00	-	-	-	-	7,500.00
Totals									\$170,000.00

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HUNTER CONTRACTING CO.**

**EXHIBIT C
Scope of Work**

PROJECT

Provide labor, equipment and materials to install a new 10" Finished Water Line pipeline from the Finished Water Pump Station to the Finish Water Mixing Chamber, provide new 36" isolation butterfly valve, perform miscellaneous improvements to the filter underdrain systems, effluent backwash piping, 42" GAC filtered water pipelines and to the scour air systems.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HUNTER CONTRACTING CO.**

EXHIBIT D

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 \$1,233,540.57 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See Attached Proposal

City of Peoria Job Order Cost Proposal

CONTRACTOR NAME: Hunter Contracting Co.

Contract Type: Wet Utility Pipeline Projects
 Job Order No. _____
 City Project Mgr: Bill Passmore
 Fee Type: JOC
 Location: Oasis WTP
 Job Title: _____

City Project No.: _____
 Contractor's Job No.: 14412-xx
 Prepared by: Chris Page / Jason Robinson
 Date: 1/8/2016
 Revision: _____

Description of Work to be Performed Construction of finish water pressure relief line and misc. improvements.
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Submitted by:

Chuck English VP of Operations
 Name, Title

1/6/2016
 Date

1/8/16

GMP 1

Hunter Contracting
Oasis WTP
Schedule of Values

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10	Allowance - Update Electronic O&M Manual	1.00	EA	7,500.00	-	-	-	-	7,500.00
Totals									\$170,000.00



Legislation Description

File #: 16-112, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STRAND ASSOCIATES, INC., FOR DESIGN AND ENGINEERING SERVICES FOR FIRE HYDRANT AND WATER LINE VALVE REPLACEMENTS AT VARIOUS LOCATIONS

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 Strand Associates, Inc., (Strand) for design and engineering services for phases 2 and 3 for fire hydrant and water line valve replacements and approve the expenditure of funds in an amount not to exceed \$197,600.

Background

The city's water distribution system is a vast network of water mains, service lines, valves and fire hydrants which convey potable water for domestic and fire protection purposes. There are over 994 miles of water lines, including 24,000 valves, 61,000 service lines and 8,400 fire hydrants.

Rehabilitation and replacement of aging distribution system components is key to ensuring uninterrupted service and reliability. Proactive efforts minimize maintenance issues, emergency disruptions and assist with maintaining the integrity of the water distribution system.

This project includes design and related engineering services for phases 2 and 3 and includes the replacement of seven (7) fire hydrants, one-hundred-thirty-one (131) water line valves, and three (3) sections of under-sized water lines throughout the City.

Analysis

Strand was selected from the Engineering Department Consultants On-Call List to provide design and related engineering services for these two phases. This will be a multi-year/multi-phase construction project and staff anticipates seeking Council approval for the construction services for phases 2 and 3 in FY 2017-2018.

This action will authorize the City Manager to enter into a professional services agreement with Strand and authorize the expenditure of funds.

Previous Related Council Action

On April 14, 2015, Council approved a construction agreement with Seller and Sons, Inc., for construction

services for phase 1 replacement of 11 fire hydrants and 40 valves.

Community Benefit/Public Involvement

The project will enhance the integrity of the water distribution infrastructure, minimize pipeline breakage, service interruptions, and improve fire protection throughout the City.

Budget and Financial Impacts

Funding is available in the Water Services FY2015-16 Capital Improvement Plan budget.

Cost	Fund-Department-Account
\$197,600	2400-61001-551200 Fire Hydrant Replacement

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
Hydrant, Valve, and Waterline Replacement Phase 2/3

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Strand Associates, Inc., a Wisconsin Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, 2016 ("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.** 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 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 \$197,600 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.
- c. **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 **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.

8.3 **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.

8.4 **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).

8.5 **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.

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

8.7 **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. **Immigration Law Compliance.**

9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Strand Associates, Inc.
 Matthew S. Richards, Corporate Secretary/Jimmy H. Tonthat, P.E., CFM, Project Manager
 910 West Wingra Drive/4602 E. Elwood Street, Suite 16
 Madison, WI 53715/Phoenix, AZ 85040

- 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 Water Services Department
7070 West Northern Avenue
Glendale, Arizona 85301

With required copy to:

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

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

- c. **Concurrent Notices.**
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. **Changes.** Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as Exhibit A, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1)- year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one year. 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 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.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with Exhibit E. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Strand Associates, Inc.,
a Wisconsin corporation



By: Matthew S. Richards
Its: Corporate Secretary and Authorized
Representative

EXHIBIT A
Professional Services Agreement

PROJECT

See Attached.

Exhibit A
Professional Services Agreement

Project Description
City of Glendale
Water Services Department
Hydrant, Valve, and Waterline Replacement--Phase 2/3
Project No. _____

Enterprise funded for replacement of various water services facilities throughout the City including existing hydrant, valve, and waterline. The replacements are as follows:

Waterline Segment Replacements/Relocations:

- Relocation of a 1-inch water service line at 6665 W. Peoria Avenue, connecting from an existing 8-inch main to an existing 12-inch main;
- Replacement of a 2-inch waterline on 79th Avenue, from Carole Lane to Frier Drive with approximately 1,300 feet of 6-inch ductile iron pipe (DIP), and on Frier Drive east of the 79th Avenue intersection with approximately 650 feet of 6-inch DIP, plus one fire hydrant and affected services;
- Replacement of a 1.5-inch waterline on Wescott Drive from 54th Avenue to 53rd Avenue with approximately 700 feet of 6-inch DIP.

Hydrant/Valve Replacements:

- One hundred thirty one water valves of various sizes from 6-inch to 16-inch pipe diameter.
- Seven fire hydrants.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

See Attached.

Exhibit B
Professional Services Agreement

Scope of Work
City of Glendale
Water Services Department
Hydrant, Valve, and Waterline Replacement—Phase 2/3
Project No. _____

Consultant will prepare plans and cost estimates according to the approved and adopted City Design and Construction Standards/Details and the Maricopa Association of Governments Uniform Standard Specifications/Details for Public Works Construction. The Consultant shall perform the work in accordance with all applicable ordinances and regulations.

1. *General Project Administration*—Overall project management and administration services for the contract.
 - A. Participate in up to three project-related meetings as follows:
 - (1) One design meeting at 60 percent submittal.
 - (2) One design meeting at 90 percent submittal.
 - (3) One design meeting at 100 percent final design.
 - B. Participate in up to three site visits during design.
 - C. Submit a draft written monthly progress report with project invoices prior to final.
2. *Waterline Segment Replacements/Relocations*—Perform engineering design services for the following waterlines at three locations throughout the city as a single bid plan set:
 - Relocation of a 1-inch water service line at 6665 W. Peoria Avenue, connecting from an existing 8-inch main to an existing 12-inch main;
 - Replacement of a 2-inch waterline on 79th Avenue, from Carole Lane to Frier Drive with approximately 1,300 feet of 6-inch ductile iron pipe (DIP), and on Frier Drive east of the 79th Avenue intersection with approximately 650 feet of 6-inch DIP, plus one fire hydrant and affected services;
 - Replacement of a 1.5-inch waterline on Wescott Drive from 54th Avenue to 53rd Avenue with approximately 700 feet of 6-inch DIP.

The Consultant shall provide the following services for each of the three waterline replacements and relocation specified:

- A. Land Surveying
 - (1) Prepare a topographic survey at a 1"=20' drawing scale, including 1-foot contours.
 - (2) Horizontal and vertical datum will be referenced to City's survey control.

- (3) The survey will extend at least 25 feet beyond the limits of the designated water main.
- (4) The topographic survey shall consist of 100-foot cross sections of site elevations five feet past the existing right-of-way.

B. Waterline Plans

- (1) Prepare final plans at 1"=40' scale.
- (2) Prepare a preliminary estimate of probable construction costs.
- (3) Prepare plan submittal and estimate of probable cost to the City for review, comments and approval at the each of the 60, 90, and 100 percent completion points.
- (4) Prepare itemized bid sheet for inclusion within the final bid package.
- (5) Prepare addenda and answer questions during bid phase.

C. Construction-Related Services

- (1) Perform up to eight site visits to observe construction progress at \$450 per visit.
- (2) Respond to up to four Contractor's Requests for Information (RFIs).
- (3) Provide record drawings in hardcopy and electronic formats from information compiled from contractor's records. The Consultant is providing drafting services only for record drawings based on the records presented to Consultant by contractor and City. The Consultant will not be liable for the accuracy of the record drawing information provided by contractor and City.

In furnishing observation services, the Consultant's efforts will be directed toward determining for City that the completed project conforms to the approved design documents, but the Consultant will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work.

3. *Hydrant/Valve Replacements*—Provide engineering services to identify the location of the following utilities to be replaced throughout the City:

- One hundred thirty one water valves of various sizes from 6-inch to 16-inch pipe diameter.
- Seven fire hydrants.

The Consultant shall provide the following services for each of the fire hydrant and valve replacements:

A. Base Mapping

- (1) Identify and document location information from the City's GIS and Quarter Section mapping data. Conduct a site visit for each water valve and fire hydrant. No field survey will be performed for this task.
- (2) Identify and document the project limits using aerial photographs obtained from Maricopa County Assessor's Office or Google Maps. No field survey will be performed for this task.

- (3) Conduct a field visit to identify and locate the existing utilities and conflicts that are not clearly identifiable on the Assessor's or Google's aerial photos. Photographs of evidence observed in the field will be taken as needed to identify the unique location of each hydrant and valve. No topographic survey will be performed for this task.
- (4) Use water valve location cards to locate valves not easily identifiable on Quarter Section mapping data, Assessor's and Google's aerial photos.

B. Utilities Plans

- (1) Prepare drawings in portable document format (PDF). The drawing format will be a 24-inch by 36-inch sheet size. The replacement plans will consist of a plan view including images from GIS/Quarter Section maps and publicly available aerial images to identify the project limits for fire hydrant and valve replacements. The plans will include sufficient on-site photographs to identify and demonstrate the locations of the existing hydrants and valves.
- (2) Prepare a preliminary estimate of probable construction costs.
- (3) Prepare plan submittal and estimate of probable cost to the City for review, comments and approval at the each of the 90 and 100 percent completion points.
- (4) Prepare itemized bid sheet for inclusion within the final bid package.
- (5) Provide bid-phase services including preparation of addenda and answers to bid questions.

4. *Allowance-Permit through Maricopa County Department of Environmental Services (MCDES)*

City will reimburse Consultant for all costs associated with the permit through MCDES.

5. *Allowance-Reimbursable Expenses*

City will reimburse Consultant for all costs associated with the mileage, postage, printing and reproduction of the drawings and reports generated throughout the design process.

6. *Allowance-City Contingency*

With City's prior approval, Consultant will prepare required drawings, specifications, and other supporting data for the additional scopes and change orders.

7. *Allowance-Public Relations*

Consultant will team with a public relations firm to prepare and distribute public information items during construction for the Waterline Segment Replacements/Relocations.

8. *Allowance-Potholing*

Consultant will team with SSC (SUBCONSULTANT) to provide the services of potholing firm to provide the potholing of the existing utilities for the Waterline Segment Replacements/Relocations

Service Elements Not Included

Based on discussions with and information provided by the City, the following services are not included in the Scope of Services. If necessary, Strand is prepared to provide these services upon request through a written agreement or amendment.

1. Additional Site Visits and/or Meetings: Additional the City-required site visits or meetings will be provided through an amendment to this Agreement or through a separate Agreement with the City.
2. Archaeological or Botanical Investigations: The Consultant will assist the City in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with the City.
3. Construction Staking: This type of service by the Consultant will be provided through a separate agreement with the City.
4. Design Reports: This type of service by the Consultant will be provided through an amendment to this Agreement or through a separate agreement with the City.
5. Federal, State, City, or Utility Permits Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by the City.
6. Legal Descriptions and Exhibits for Additional Right-of-Way and Easements: Any services of this type will be provided through an amendment to this Agreement or through a separate agreement with the City.
7. Preparation for and/or Appearance in Litigation on Behalf of the City: This type of service by the Consultant will be provided through a separate agreement with the City.
8. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
9. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with the City.

To provide a cost savings to the City, the following services are specifically excluded from the scope of services for the *Fire Hydrant/Valve Replacement* portion of the Scope of Services. However, these will be provided, as indicated, for only the *Waterline Segment Replacements/Relocations*.

- Project Control and Topographic Survey.

- Project Specifications and Technical Provisions to be provided by City.

If deemed necessary, the Consultant is prepared to provide these services upon request through a written amendment to this Agreement or through a separate agreement with the City.

EXHIBIT C
Professional Services Agreement

SCHEDULE

See Attached.

Exhibit C
Professional Services Agreement

Project Schedule
City of Glendale
Water Services Department
Hydrant, Valve, and Waterline Replacement—Phase 2/3
Project No. _____

The following highlights the dates of particular milestone events:

<u>Task</u>	<u>Milestone Date</u>
Notice to Proceed	March 29, 2016
60 Percent Design Submittal	May 16, 2016
90 Percent Design Submittal	June 30, 2016
Final (100 Percent) Bid Document Submittal	July 29, 2016

EXHIBIT D
Professional Services Agreement

COMPENSATION

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 \$197,600.

DETAILED PROJECT COMPENSATION

See Attached.

Exhibit D
Professional Services Agreement

Compensation
City of Glendale
Water Services Department
Hydrant, Valve, and Waterline Replacement—Phase 2/3
Project No. _____

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be on a time and material basis plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to the Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$197,600.

DETAILED PROJECT COMPENSATION

<u>Task No.</u>	<u>Task</u>	<u>Task Fee</u>
1	General Project Administration	\$ 6,700
2	Waterline Replacement/Relocation Services	
	Land Surveying	\$ 8,000
	Waterline Plans	\$ 25,000
	Construction-Related Services	\$ 10,200
3	Hydrant/Valve Replacement	
	Hydrant Replacement Services	\$ 8,700
	Valve Replacement Services	<u>\$104,500</u>
	Subtotal	\$163,100
4	Permit through MCDEQ (Allowance)	\$ 2,000
5	Reimbursable Expenses (Allowance)	\$ 2,000
6	City Contingency (Allowance)	\$ 10,000
7	Public Relations (Allowance)	\$ 10,500
8	Potholing (Allowance)	<u>\$ 10,000</u>
	Subtotal	<u>\$ 34,500</u>
	Grand Total	<u>\$197,600</u>

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 16-143, **Version:** 1

AWARD OF RFP 16-29 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH LUEBKIN & WALKER ENTERPRISES, INC., DOING BUSINESS AS SALT RIVER IRRIGATION, FOR URBAN IRRIGATION SERVICES

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

Purpose and Recommended Action

This is a request for City Council to award RFP 16-29, authorize the City Manager to enter into an agreement with Luebkin & Walker Enterprises, Inc. dba Salt River Irrigation (SRI) for urban irrigation services for residential and city-owned parks and approve the expenditure of funds in an amount not to exceed \$230,000 for the initial one-year term, and to authorize the City Manager, at his discretion, to renew the agreement for the additional four one-year extensions, not to exceed \$1,150,000 for the entire term of the agreement.

Background

“Urban irrigation” refers to the direct delivery of non-potable Salt River Project (SRP) irrigation water to locations in urbanized areas. Glendale began offering, and has managed an urban irrigation program since 1912 when the City Council first took interest in the water delivery system for town lots in the Glendale townsite. Currently, there are approximately 330 residential customers and seventeen (17) city owned parks within a 23-mile area that receive urban irrigation services.

Each department had contracted separately for irrigation services. Combining tasks and terms into one agreement will provide consistent requirements of the contractor and provide process efficiencies for the city.

Analysis

The City’s Materials Management Division, Water Services and Community Services Departments developed the solicitation requirements for urban irrigation services. A Request for Proposals 16-29 (RFP) was published on January 21, 2016 and opened on February 11, 2016. Three firms provided responses. An evaluation panel reviewed the responses and determined SRI was the most qualified in all material respects to the requirements and criteria set forth in the RFP. The agreement contained an option clause to authorize the City Manager, at his discretion, to renew the agreement for the additional four one-year extensions. By providing authorization for the City Manager to renew the agreement annually for the remaining life of the contract, it will not be necessary for the request to come before Council for approval on a yearly basis.

Previous Related Council Action

On August 12, 2014, Council approved the authorization to extend terms of agreement C-8102 with SRI to provide urban irrigation services for an additional three years.

On June 26, 2012, Council awarded SRI the RFP 12-25 to provide urban irrigation services to residential customers.

In April, 2011 RFP 11-33 for parks irrigation services was awarded and contract C-7624 was issued.

Community Benefit/Public Involvement

The urban irrigation system is a historic and environmental amenity for the City. Urban irrigation is considered an asset to the Glendale community as a whole from historical, cultural, environmental, and aesthetic perspectives.

Approval of this request allows the city to continue delivery of irrigation water on a timely basis with no interruptions, provide quality services to our customers, and maintain the landscape environment in a pleasing and desirable appearance.

Budget and Financial Impacts

Funding is available in the Water Services and Community Services FY2015-16 operating budgets. Annual budget appropriation thereafter is contingent upon Council approval. Total expenditures are not to exceed \$1,150,000 over the entire term of the agreement. The budget will be encumbered only as the services are needed.

Cost	Fund-Department-Account
\$190,000	2400-17220-518200, Irrigation
\$40,000	1000-13040-518200, Parks Maintenance

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
URBAN IRRIGATION SERVICES
City of Glendale Solicitation No. RFP 16-29**

This Agreement for Urban Irrigation Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Luebkin & Walker Enterprises, Inc. d.b.a.Salt River Irrigation , an Arizona 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 16-29 (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 **\$230,000 annually or a total value of \$1,150,000 for the entire term (the initial term and the 4 renewal terms that may be exercised) of the contract**, 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. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); 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.

10.2 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:

Salt River Irrigation
c/o Andrew Walker
PO Box 1582
Glendale, AZ 85301
andy.sri@cox.net
623-937-2070

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Connie Schneider, C.P.M.
5850 W. Glendale Ave.
Glendale, Arizona 85301
623-930-2868
CSchneider@glendaleaz.com

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.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and 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.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year 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 an annual 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.

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

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(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:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Luebkin & Walker Enterprises, Inc. d.b.a. Salt River
Irrigation,
an Arizona Corporation



By: Andrew Walker
Its: Owner/President

EXHIBIT A
URBAN IRRIGATION SERVICES
PROJECT

[See attached]



SOLICITATION NUMBER: RFP 16-29
DESCRIPTION: URBAN IRRIGATION SERVICES
DUE DATE AND TIME: March 1, 2016 @ 3:00 PM (Local Time)

Best and Final Offers may be submitted in a sealed envelope with the Solicitation Number, Description and the Due Date clearly labeled, as cited above. Also included shall be the Offeror's name and address clearly indicated on the envelope.

For the purposes of this solicitation, Best and Final Offers may be submitted via email in pdf (ADOBE) format.

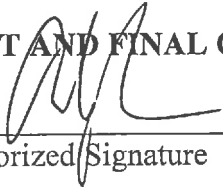
Please label the file as "RFP 16-29 - *Name of Offeror* - URBAN IRRIGATION SERVICES

Please submit your response to: **Connie Schneider at CSchneider@glendaleaz.com**

Best and Final Offers 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), 5850 West Glendale Avenue, Suite 317, Glendale, Arizona, 85301.

Best and Final Offers are accepted at the Engineering Department's front counter between the hours of 8:00 AM and 5:00 PM, Monday through Friday unless otherwise indicated for a Holiday. The Best and Final Offer submittals will be time stamped at the Engineering Department's front counter.

BEST AND FINAL OFFEROR INFORMATION:

	Luebkin & Walker Enterprises, INC dba Salt River Irrigation
_____ Authorized Signature	_____ Company's Legal Name
Andrew Walker	PO BOX 1582
_____ Printed Name	_____ Address
Owner/President	Glendale, AZ 85301
_____ Title	_____ City, State & Zip Code
(623) 937-2070	(623) 937-2070
_____ Telephone Number	_____ FAX Number
February 29, 2016	andy.sri@cox.net
_____ Date	_____ E-mail Address

February 24, 2016

BEST AND FINAL OFFER (BAFO)

The City of Glendale evaluation committee has evaluated your proposal in response to **RFP 16-29 Urban Irrigation Services**. This is to inform you that after a preliminary evaluation of your proposal, we have selected your company as one of the Offeror's to proceed to the "Best and Final Offer" phase of the evaluation process.

The City of Glendale ("City") is asking that Offeror's provide (no later than the due date and time indicated) a response to the following request. The BAFO will be evaluated as an adjustment to the Offeror's scores on their original proposal response. If an Offeror does not submit a Best and Final Offer, its previous offer will be considered as its Best and Final Offer.

BAFO PRICE SHEET

5.1 Offeror shall enter their **BEST AND FINAL OFFER** below.

Proposal Fee

Task 1: Urban Irrigation Services		
Urban Irrigation Services	Rate per customer, per delivery.	\$24.
Customer Services	Rate per man-hour	\$48.00
Task 2: Residential Repair Services		
	Rate per man-hour of repair	\$122.52
Task 3: Parks Irrigation Services		
	Rate per man-hour	\$19.22

We look forward to receiving your response by the time and date indicated on the previous page. Please notify me should you have any questions. Discussions with other City of Glendale staff regarding this solicitation are prohibited.



CSchneider@glendaleaz.com
Materials Management Division
City of Glendale
623-930-2868



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 16-29

DESCRIPTION: URBAN IRRIGATION SERVICES

PUBLISHED DATE: JANUARY 21, 2016

OFFER DUE DATE AND TIME: FEBRUARY 11, 2016, 2:00pm LOCAL TIME

PRE-OFFER CONFERENCE: FEBRUARY 4, 2016 AT 2:00 PM
The pre-offer conference will be held at City of Glendale, 5850 W. Glendale Avenue– Municipal Building, Third Floor, Conference Room 3A, Glendale, AZ 85301
Attendance is not required.

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.

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:
Connie Schneider, C.P.M.
623-930-2868
CSchneider@glendaleaz.com
Purchasing Materials Management Division
5850 West Glendale Avenue, Suite 317
Glendale, AZ 85301-2599



**City of Glendale
Materials Management
Solicitation Number: RFP 16-29
URBAN IRRIGATION SERVICES**

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

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**City of Glendale
Materials Management
Solicitation Number: RFP 16-29
URBAN IRRIGATION SERVICES**

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

1.0 SPECIFICATIONS

1.1 INTRODUCTION

1.1.1 The City of Glendale (City) is soliciting proposals for flood irrigation services associated with its urban irrigation system. "Urban irrigation" refers to the direct delivery of non-potable Salt River Project (SRP) irrigation water to sites in urbanized residential areas. These areas are generally bounded by Olive Avenue on the north, Maryland on the south, 53rd Avenue on the east, and 65th Avenue on the west and the number of residential sites can vary between 300 and 375 during the season.

1.1.2 This solicitation will also include flood irrigation services to seventeen city-owned parks listed in Section 1.3.3.

1.2 SCOPE OF SERVICES

The Services under this solicitation are separated by three (3) separate tasks. Contractors shall itemize bids on each task separately and may bid on one or all of the tasks and in any combination thereof. Tasks are further defined later in this solicitation. Contractor shall:

1.2.1 Task 1: Residential Irrigation Services: Provide customer service and zanjero irrigation services for the residential portion of the system. Zanjero responsibilities involve the manipulation of irrigation gates for the orderly delivery of water to fill irrigation requests or "ditch tending". The City shall provide Contractor with maps and geographical data for irrigation customers upon Contract execution;

1.2.2 Task 2: Residential Repair Services: Provide repair services consisting of completing repairs to the residential distribution system to keep it in working order.

1.2.3 Task 3: Parks Irrigation Services: Provide irrigation services consisting of zanjero irrigation services to city owned parks and provide necessary repairs to the ditch system(s) within the parks.

1.2.4 Irrigation Season: April to October: Thirty (30) weeks.



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

1.3 GENERAL REQUIREMENTS Contractor shall:

- 1.2.5** Provide irrigation delivery to all sites once every two weeks, up to a maximum of fifteen (15) deliveries per site during the Irrigation Season.
- 1.2.6** Coordinate with the water provider (Salt River Project) and the City as to time and amount of water to order for each irrigation delivery;
- 1.2.7** Provide all tools, equipment, materials, labor, and vehicles necessary to operate the flood irrigation systems;
- 1.2.8** Conduct physical inspections of all irrigation sites to become familiar with the irrigation distribution system prior to start of each irrigation season;
- 1.2.9** Verify proper flow to the property and identify any other potential issues during the first and subsequent irrigation runs during the season post physical inspection;
- 1.2.10** Locate the delivery valves, determine the condition of the berms, identify any potential flooding hazards, and inform the homeowner or City parks contact of any required corrective action;
- 1.2.11** Provide qualified supervision of each crew at all times;
- 1.2.12** Ensure each supervisor is authorized by Contractor to accept and act upon all directives issued by City. Failure of the supervisor to act on said directives constitutes a material breach of the Agreement unless such directives would create potential personal injury or safety hazards, or are contrary to the intent of the Agreement;
- 1.2.13** Employ only skilled work crews using a minimum two employees per shift. Each crew member shall be authorized by Contractor to accept and act upon all directives issued by City;
- 1.2.14** Provide identification of its employees by uniform or name badge representing Contractors' company. All vehicles used for providing services shall have a visible company logo, a light bar, and hazard lights;
- 1.2.15** Ensure each employees wear protective footwear;
- 1.2.16** Require each employee to carry cell phones for communication purposes at all times;



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1.2.17 Provide a list of names and cell phone numbers of workers assigned to the City and keep the City's program manager apprised of any changes to same;

1.2.18 Be responsible for any property damage to public or private property that is clearly at the fault of the Contractor or its employees due to neglect and/or careless operations of flood water. This includes, but shall not be limited to facilities, equipment, and structures.

1.4 TASK SPECIFIC REQUIREMENTS

1.3.1 Task 1. Residential Irrigation Services, Contractor shall:

1.3.1.1 Irrigation Services -

- a. Serve as customer service representative for the City;
- b. Notify affected customers within forty-eight (48) hours in the event of water shut down, missed irrigation run, or dry-up during the Irrigation Season. Contractor shall give this notification to customers via door hangers provided by the City to the Contractor in advance.
- c. Provide notification to the City's program manager all customer complaints or changes and forward any such communication from a customer within twenty-four (24) hours;
- d. Maintain a log of customer service calls and Contractor responses throughout the Contract Term;
- e. Maintain a database of customers;
- f. Provide a report to the City's program manager at the end of each month to include a current customer list, complaints, Contractor response to complaints, changes in customer status such as cancellations and new sign-ups, lot inspections and re-inspections, and service calls;
- g. Monitor the irrigation system while providing the delivery service to ensure sufficient flow to customers' lots and prevent instances of overflow;
- h. Identify any new deficiencies that may be preventing adequate flow or resulting in water leaving a customer's lot and use all available resources to correct the problem on site;



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- i. Notify all affected customers and the City via email, if problem cannot be corrected on site, contractor will notify all affected customers via door hangers informing all interested parties of the interruption in service and intent to correct the problem before the next scheduled delivery;

1.3.1.2 Customer Services, Contractor shall:

- a. Provide physical site inspections of a new customer requesting flood irrigation and prepare a written report of condition and recommendations to receive irrigation at the request of the City;
- b. Provide physical site inspections of an existing customer's lot and its ability to contain water and prepare written report of recommendations to remedy any deficiencies at the request from the City;

1.3.2 Task 2. Residential Repair Services, Contractor shall:

- 1.3.2.1 Identify, prioritize, and estimate cost of repair and then submit estimated quote to the City's program manager.
- 1.3.2.2 Coordinate repair of irrigation system to minimize disruption to irrigation deliveries upon approval to proceed with repair from City program manager;
- 1.3.2.3 Complete all repairs within five (5) day period of starting work;
- 1.3.2.4 Contact the City's program manager in writing (via email) as soon as possible if repair work will take longer than five (5) day period;
- 1.3.2.5 Provide labor, patch material (concrete mix), all equipment, labor, and supervision to complete repair.
- 1.3.2.6 City will provide or reimburse for components such as: gate, valve, pipe, and other materials and equipment upon approval;
- 1.3.2.7 Emergency repairs that occur within the irrigation system during business hours must be coordinated with City program manager for corrective action or repair immediately and complete the work as soon as practicable.
- 1.3.2.8 Upon completion of each delivery cycle (once every two weeks), Contractor will compile a list of all new deficiencies to be corrected during the following maintenance week.



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1.3.2.9 Coordinate and complete all “minor repairs” (a repair requiring only soft-dig, patching of leaks and less than six man-hours to complete) to the irrigation system during the maintenance week (i.e., the time when water deliveries do not take place).

1.3.2.10 Coordinate with the City's program manager, prepare quotations, and schedule the repair in conjunction with the City. If a “major repair” (a repair expected to require more than six man-hours to complete and includes replacing a gate, valve, and/or pipe) is required,

1.3.2.11 Maintain a log of repairs and pictures of work performed, as well as work not yet completed. Send repair report to the city contact at the end of each month;

1.3.3 Task 3.Parks Irrigation Services, Contractor shall:

1.3.3.1 Provide service to all applicable sites as listed in "Table 1: Park Sites Address Listing" with a complete service of flood irrigation to maintain the landscape environment in a pleasing and desirable appearance.

Table 1: Park Sites Address Listing

Park/Facility	Street Address	Hours/Inches	Acre Feet per Water
Rose Lane	4917 W Marlette Ave	14/100	2.89
O'Neil	6448 W Missouri Ave	14/100	2.9
Sunnyside	11408 N 62nd Ave	10/100	2.07
Desert Valley	12901N 63rd Ave	8.5/80	1.41
Sands	5430 W Orangewood Ave	06/100	2.07
Manistee (A)	5127 W Northern Ave	10/100 &	2.07
Manistee (B)	5127 W Northern Ave	10/100 &	2.07
Mondo	5704 W Hatcher Rd	07/100	1.45
Montara	10614 N 64th Lane	10/100	2.07
Bicentennial	5233 N 71st Ave	8/100	2.07
Horizon	8600 N 47th Ave	08/100	1.65
Lions	7217 N 63rd Ave	03/100	0.62
Butler	8685 N 57th Ave	06/100	1.24
Delicias	7302 N 48th Dr	06/100	1.24
Challa	5306 W Challa Ave	06/100	1.24
Sunset	4626 W Mtn View Rd	06/100	1.24
Heritage	5320 W Mountain View	08/100	1.65
Myrtle	7250 N 55th Ave	02/100	0.2



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1.3.3.2 Contractor shall provide minor repair services within park sites as needed to ensure proper flow and to prevent waste.

1.3.3.3 Contractor shall identify, prioritize, and estimate cost of park site repair, then submit request to the City's Parks program manager.

1.3.3.4 Upon approval to proceed, Contractor will coordinate repair to minimize disruption to irrigation deliveries and park activities. Contractor will complete minor park site repairs within five days of starting work.

1.5 CHANGES TO SCOPE / ADDITIONAL SERVICES

1.5.1 Additional work or services outside the specifications of the Agreement shall not be performed without prior written approval from the City's Parks program manager unless a condition exists where there is a danger of injury to persons or damage to property.

1.5.2 The City may eliminate park flood irrigation services to some portions or all of a site as needed; therefore, the City reserves the right to amend this Agreement by either the adding or the removing of sites, as applicable.

1.6 SERVICE LEVELS

1.6.1 City will perform routine evaluation of Contractor's performance. If City is not satisfied with Contractor's performance, City will issue a written notice setting forth the deficiencies, and a date by which the deficiencies shall be corrected to City's satisfaction.

1.6.2 If Contractor does not correct deficiencies to City's satisfaction, City may, at the sole expense of the contractor, correct the deficiencies by using City personnel or another contractor. The cost for services performed by City personnel or another contractor to correct deficiencies will be deducted from Contractor's monthly service payment.

1.6.3 Contractor shall take all necessary steps to prevent the waste of water from sites, valves, irrigation boxes, standpipes, pipes and other infrastructure during ordinary operation of the system. Water in the streets or alleys that extends more than 250 feet from the point of origin will be considered "waste."

1.6.4 If Contractor does not correct water waste to City's satisfaction, City may levy a fee as follows:

1.6.4.1 \$100 for the first incident,

1.6.4.2 \$250 for the second incident,

1.6.4.3 \$500 for the third incident and


1.6.4.4 \$1,000 for the fourth and subsequent incidents of water waste.



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- 1.6.4.5 The cost of the water waste fee will be deducted from Contractor's monthly service payment. This provision shall not apply during scheduled or emergency repairs being conducted by the Contractor or City personnel.
- 1.6.5 Contractor shall ensure that only skilled work crews shall be employed on projects performed under this contract.
- 1.6.6 When required by the City's program manager, the Contractor must discharge any person who is, in the opinion of the City's program manager, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable.
- 1.6.7 Contractor shall hold the City harmless and indemnify the City from damages or claims for compensation that may occur in the execution and enforcement of this Agreement.
- 1.6.8 All irrigation structure gates and water valves shall be secured during irrigation and at the end of each irrigation delivery. This means all gates shall be placed in proper position and all valves shall be installed and closed immediately upon conclusion of water order.
- 1.6.9 Contractor shall be assessed a \$50.00 charge for each trip that the City has to make to each site where a problem exists with a missing valve or improper positioning of structure gate due to improper oversight on the part of the Contractor or Contractor's employee. Each missing valve that is not replaced within 24 hours of notification by the City will have a \$25.00 charge, plus the cost of the valve when the City has to respond. The City may withhold a portion or all payments due to Contractor until such issues, when applicable, are resolved.
- 1.6.10 Contractor will respond to customer complaints immediately and contact the City's program manager within 30 minutes. All issues shall be ~~resolved~~ addressed within 24 hours from when the City program manager has responded.


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1.7 BILLING/INVOICING

- 1.7.1 **Task 1: Urban Irrigation Services – Contractor shall:**
 - 1.7.1.1 Irrigation Services - Invoice the City at a rate per customer, per delivery.
 - 1.7.1.2 Customer Services - Invoice the City at a rate per man-hour.
 - 1.7.1.3 The City shall provide all billing services and receive all revenue directly. The Contractor will be paid on a monthly basis after receipt of an itemized invoice. Irrigation services for a partial month will be prorated based on the amount of time the services were provided (i.e. two (2) weeks service = amount per month/property, divided by two (2)).

- 1.7.2 **Task 2: Residential Repair Services - Invoice the City at a rate per man-hour of repair.**

- 1.7.3 **Task 3: Parks Irrigation Services - Invoice the City at a rate per man-hour:**

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2. SPECIAL INSTRUCTIONS

2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will be held on **February 4, 2016, 2:00 P.M, Arizona Time, located at 5850 W. Glendale Avenue, Room 3A.** Attendance is not required but recommended. Copies of the Request for Proposal (RFP) will NOT be available.

2.1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the City of Glendale’s position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

2.2 RETURN OF OFFER The Offeror shall submit three (3) hardcopies marked as “Copies”. The offeror shall submit one (1) complete proposal on a CD or flash drive as one file folder. The folder shall be identified as “RFP 16-xx – *Original - Name of Offeror.*” (For example: RFP 16-xx – Original - ABC Company.)

The proposal responses shall be submitted in a bound format (i.e. three (3) ring loose-leaf binders, spiral and/or report covers). Proposals should be divided by tab sections according to items listed in the **Preparation of Proposal Package Instructions section 2.3.** 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.

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned including the written, narrative responses required in section 2.4 Submission Requirements. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:



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- 2.3.1 COVER SHEET**
- 2.3.2 OFFER SHEET, Section 5.0**
- 2.3.3 PRICE SHEET, Section 6**
- 2.3.4 ADDENDUM, Return all addenda (if applicable).**
- 2.3.5 SUBMISSION REQUIREMENTS, Section 2.4 (written narrative)**

2.4 SUBMISSION REQUIREMENTS

Offeror's should provide written, narrative responses 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's, at a minimum must submit the following information:

2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.1 Offeror's cover letter to proposal should include:

- Company profile that details company history;
- Organization chart;
- Business locations; and
- Number of years in business.

2.4.1.2 Provide names and years' of experience of key personnel, including names of any subcontractors used and years' of experience.

2.4.1.3 Describe firm's experience as it relates to the services described in this solicitation;

2.4.1.4 Provide names and resumes of Key Personnel to be assigned to this contract.

2.4.1.5 Provide the number of staff and the role of each staff member performing services under this solicitation;

2.4.1.6 Provide details of three (3) projects undertaken that are of similar nature and size based on the City's Specifications.

2.4.1.7 Offeror's shall submit with their offer a list of three (3) references, preferably letters of reference from companies for whom Offeror has provided landscaping services and clearly identify the types of properties maintained in the last three years. Include:

- Company name, address, phone number;
- Contract person, email address;
- A description of landscaping services provided, number of personnel used, dates of services provided;



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2.4.2 METHOD OF APPROACH

- 2.4.2.1 Describe how your firm will become familiar with the City's irrigation properties and distribution system;
- 2.4.2.2 Describe the method to be used to communicate with City staff, as well as inquiries and complaints. Include procedures for emergency call out and response time, pre-irrigation inspections, and other quality control aspects.
- 2.4.2.3 Describe your firm's approach to staffing that demonstrates to the City your firm has the ability to perform the services stated in this solicitation;
- 2.4.2.4 Describe method and approach for inspecting work performed by its employees and the process involved for correcting work not performed satisfactorily.

2.4.3 PRICING STRUCTURE

- 2.4.3.1 Offeror's shall bid in accordance with the pricing structure as outlined in Section 5. While cost is a significant factor in the determination of award, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.

2.5 EVALUATION CRITERIA The evaluation criteria is weighted in accordance with the Submission Requirements, section 2.4.

- | | | |
|-------|-------------------------------|-----|
| 2.5.1 | Experience and Qualifications | 45% |
| 2.5.2 | Method of Approach | 25% |
| 2.5.3 | Cost | 30% |

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



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- 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;
- 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



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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 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 one (1) year 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 four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 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.
- 3.4.1 MINIMUM SCOPE AND LIMIT OF INSURANCE**
Coverage shall be at least as broad as:
- 3.4.1.1 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.
- 3.4.1.2 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.
- 3.4.1.3 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.



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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.



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3.5 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.

- 3.6 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.



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- 3.7 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 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.
- 3.8 LIQUIDATED DAMAGES** If the successful Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the successful proposer shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$75.00/property. The successful Contractor shall not be charged with liquidated damages when the delay arises out of cause beyond the control and without the fault of negligence of the successful proposer. The City shall determine what is beyond the control of the successful proposer and his supplier.
- 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/Materials/save.aspx>.
- 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



**City of Glendale
Materials Management
Solicitation Number: RFP 16-29
URBAN IRRIGATION SERVICES**

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

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 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




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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 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.
- 3.15 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.
- 3.16 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.

	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-28XX
	Solicitation Number: RFP 16-29	Addendum No. 1	
Solicitation Due Date: February 17 2016, 2:00 p.m. (Local Time)			

RFP 16-29, URBAN IRRIGATION SERVICES

As a result of the pre-offer conference conducted on **February 4, 2016**, the following revisions and clarifications have been made to Request for Proposals No. 16-29:

1. **MODIFY – OFFER DUE DATE AND TIME –**
FROM: FEBRUARY 11, 2016, 2:00PM Local Time
TO: FEBRUARY 17, 2016, 2:00PM Local Time

2. **MODIFY** - Page 9, Section 1.6.10 – Last sentence to read:

“All issues shall be ~~resolved~~ addressed within 24 hours from when the City program manager has responded”

3. **SECTION 2.2, RETURN OF OFFER** – The Offeror shall submit one (1) complete proposal on a CD or flash drive as one file folder.”

The City will accept an email of one (1) complete proposal as one file folder in lieu of a CD or Flash Drive.

4. **ADD** – Attachment B – Residential Irrigation Service Map
Attachment C – 2016 Irrigated Park Locations

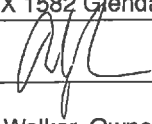
5. **QUESTION** - How many and what type of complaints are issued in a year?
ANSWER - There can be anywhere between 30-50 complaints issued during a year which varies in priority and scope.

6. **QUESTION** – Is there verbiage in the customer’s agreement with the City that prevents irrigation services from being performed if there are dogs in the yard?
ANSWER – The City’s agreement states only that the customer must provide access.

All other requirements, specifications, terms and conditions of the RFP remain unchanged.
The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Luebkin & Walker Enterprises, Inc, dba Salt River Irrigation

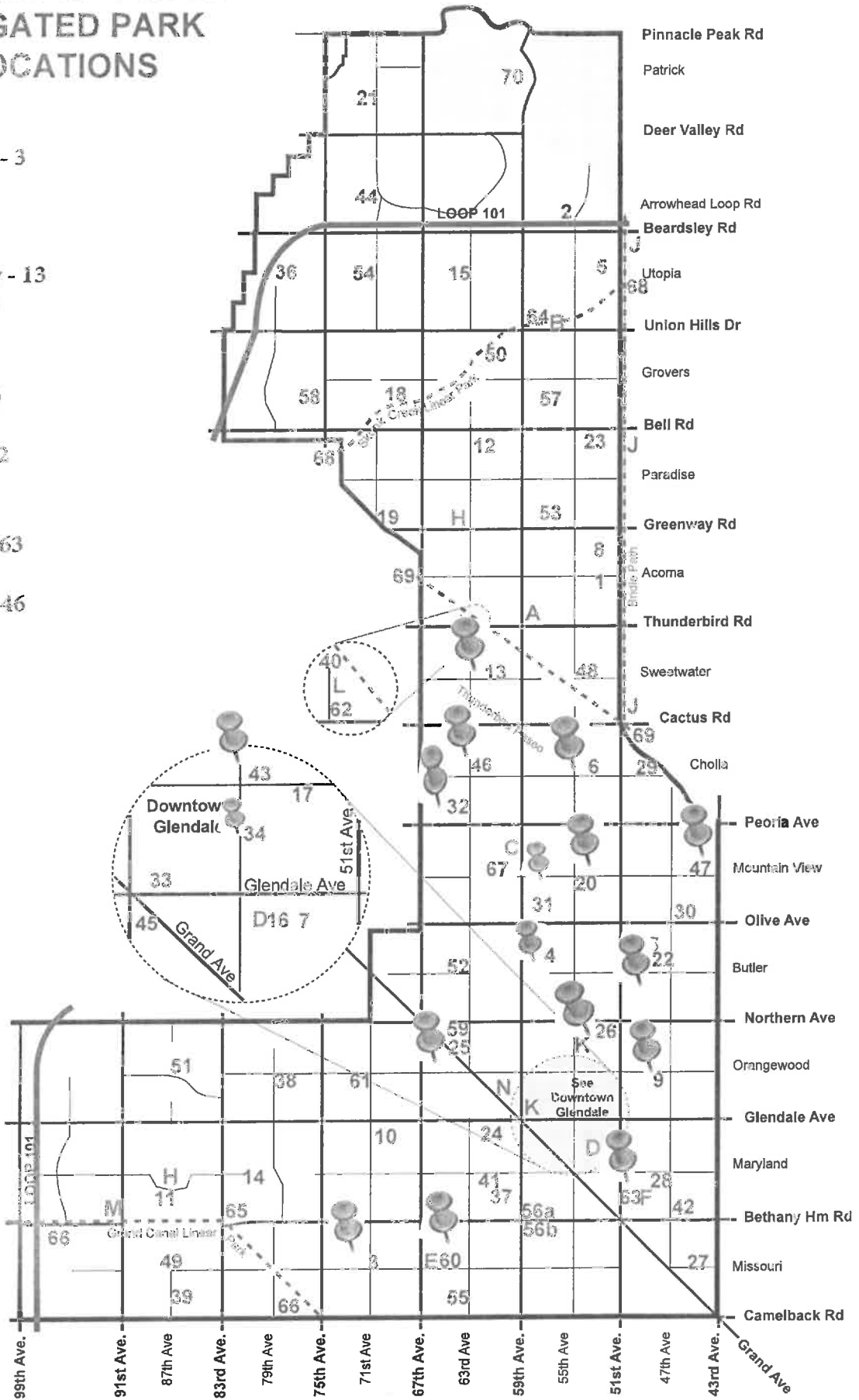
Address: PO BOX 1582 Glendale, AZ 85301

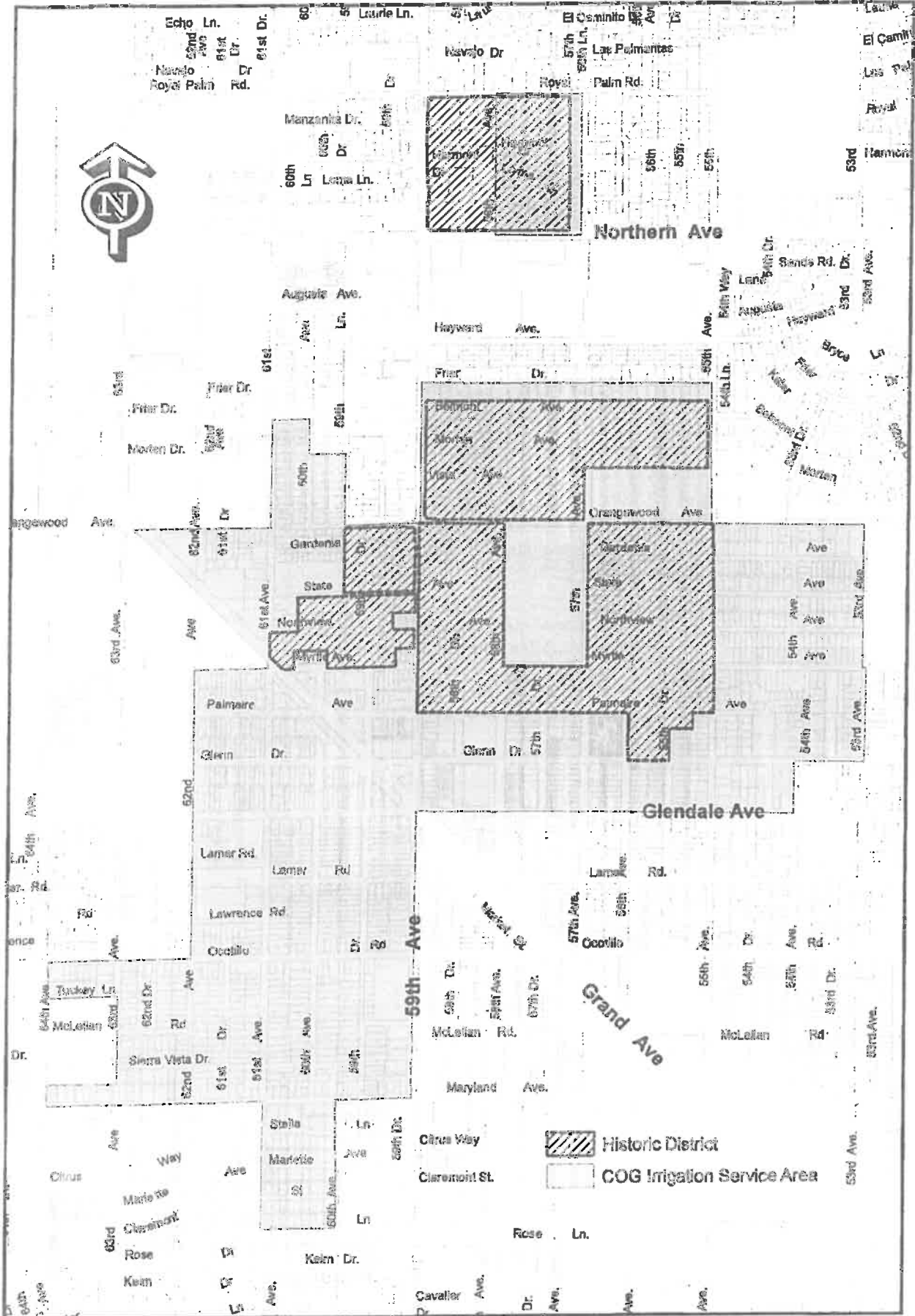
Authorized Signature: 

Print Name and Title: Andrew Walker, Owner

2016 LIST OF FLOOD IRRIGATED PARK LOCATIONS

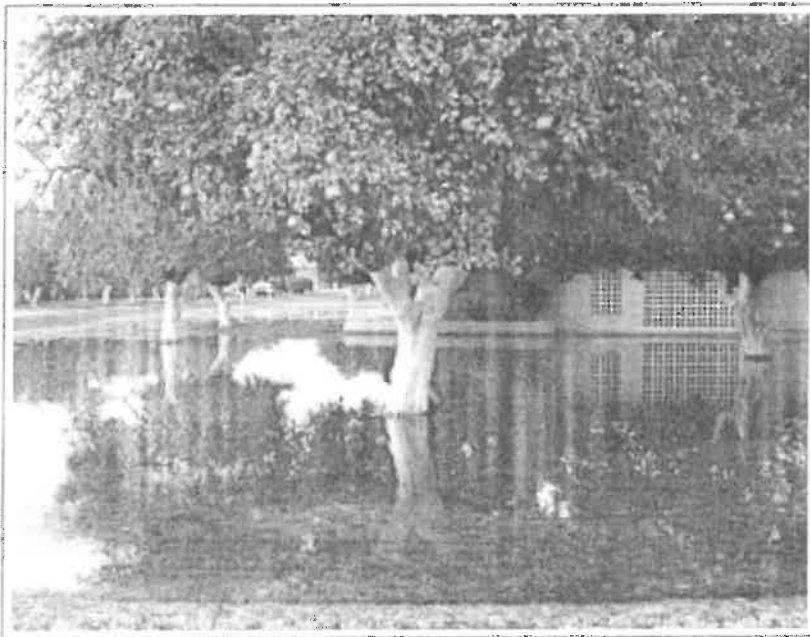
1. Bicentennial - 3
2. Butler - 4
3. Cholla - 6
4. Delicias - 9
5. Desert Valley - 13
6. Heritage - 20
7. Horizon - 22
8. Lions - 25
9. Manistee - 26
10. Mondo - 31
11. Montara - 32
12. Myrtle - 34
13. O Neil - 60
14. Rose Lane - 63
15. Sands - 43
16. Sunnyside - 46
17. Sunset - 47





City of Glendale Irrigation Service Area

RFP 16-29



Proposal to Provide Urban Irrigation Services

Salt River Irrigation
P.O. Box 1582 Glendale, AZ 85301
(623) 937-2070
saltriverirrigation.com

2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.1

Company Overview

Salt River Irrigation (SRI) is a local veteran-owned, licensed and bonded (ROC# 299331) Arizona corporation that has been providing flood irrigation services in the Valley since 1977. SRI's employees are covered under workers' comp and our customers are protected by a \$3,000,000.00 liability policy. SRI is currently the flood irrigation provider for 49 Valley school campuses, 17 municipal parks, and approximately 1200 residential sites throughout the Phoenix Metro Area.

As the only company in Arizona who offers CCTV inspection & locator services, hydro-jet pipe cleaning, vacuum excavator, and repair services exclusively to the Valley's flood irrigation community, SRI is capable of resolving any issues that may arise within the flood irrigation infrastructure. SRI's investment in skilled employees and high-grade specialty equipment ensures virtually all issues can be resolved without the added cost and time associated with relying on multiple contractors.

2.4.1.2

Salt River Irrigation Key Personnel

Robert Robinson 31 years with SRI
Albert Arellano 25 years with SRI
Robert Wright 23 years with SRI
Andrew Walker 20 years with SRI
Matthew Walker 15 years with SRI
Raad Ahmed 3 years with SRI
Eyad Lahoud 3 years with SRI
Abigail Sherman 3 years with SRI
Alonzo Ochoa 2 years with SRI
Luiz Hernandez 2 years with SRI
Tony Godfrey 1 year with SRI
Nathaniel Miller >1 year with SRI
Carol Brown >1 year with SRI

2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.3

Salt River Irrigation Experience

SRI's experience in relation to the services described in the City's RFP is extensive. SRI has developed accurate maps of the city's flood irrigation infrastructure and has coordinated major repair efforts to the infrastructure. SRI's employees have established rapport with irrigation customers and have become familiar with customers' specific requests as they relate to their properties. Additionally, SRI has worked closely with Salt River Project's field representatives, zanjeros, and area schedulers to ensure the water is regularly available when requested, and that the transition of water from SRP's distribution system to the City's urban irrigation system is consistently seamless.

2.4.1.4-5

Names and Roles of Personnel Assigned to Contract

Andrew Walker, Supervisor
Albert Arellano, Shift Lead/Irrigator
Robert Wright, Shift Lead/Irrigator
Raad Ahmed, Irrigator/backup
Eyad Lahoud, Irrigator/backup
Tony Godfrey, Irrigator/backup
Matthew Walker, Irrigator/backup
Nathaniel Miller, Customer Service Lead
Alonzo Ochoa, Repair Foreman
Luiz Hernandez, Repair Assistant
Carol Brown, Administrative Assistant

2.4.1.6

Projects Undertaken that are of Similar Nature and Size

City of Glendale's Urban Irrigation Service & Repair Contractor FY 2012
City of Glendale's Urban Irrigation Service & Repair Contractor FY 2013
City of Glendale's Urban Irrigation Service & Repair Contractor FY 2014

2.4.1 EXPERIENCE AND QUALIFICATIONS

2.4.1.7

Salt River Irrigation Referrals

A list of entities and their respective points of contact who have been receiving flood irrigation services from Salt River Irrigation continuously for a minimum of 10 years:

Osborn School District, John Bachler	jbachler@osbornnet.org	(602) 707-2050
Fowler School District, Jim Chesnik	jchesnik@fesd.org	(602) 410-4905
Scottsdale Unified School District, Greg Skelton	gskelton@susd.org	(602) 206-5392
Creighton School District, Roy Sukanick,	rsukanick@creightonschools.org	(602) 381-6040
Glendale Elementary School District, Dean Wallace	dwallace@gesd40.org	(602) 722-6401
Madison School District, Scott Wells	swells@msd38.org	(602) 908-0623
Vanderbilt Farms, Goldie Lense	glense@pdsaz.com	(623) 298-3348
Windsor Square IWDD, Ken Furtado	ken@qranch.com	(602) 222-9796
Citrus Gardens IWDD, Mitch Prause	MitchellPRAUSE@westfieldgrp.com	(480) 323-8680

2.4.2 METHODS OF APPROACH

2.4.2.1

Familiarity

Salt River Irrigation has gained familiarity with the City's properties and distribution system by providing flood irrigation services to the City since 1992, developing accurate maps of the Urban Irrigation infrastructure, and by performing CCTV inspections, repairs, and improvements to the infrastructure.

2.4.2.2

Communication

Salt River Irrigation will communicate with City staff by phone. Customer inquiries and complaints will be conveyed to City staff by email. In the event of an emergency, the supervisor will be onsite within 30 minutes to assess the situation and determine the most appropriate course of corrective action. Pre-irrigation inspections include observing the properties to ensure valves are present and operable, checking for debris or vegetation that will prohibit efficient flow, and ensuring flow-thru pipes are clear. Berms will be inspected to ensure water stays contained within customers' properties. Deficiencies will be identified and conveyed to customers by door hanger.

2.4.2.3

Staffing

Salt River Irrigation designates one backup employee per shift in the event of a primary irrigator being unavailable. Additionally, SRI has implemented a cross-training plan to promote irrigator proficiency and diversity of exposure throughout the system, and to allow for flexibility if staffing contingency plans need to be implemented.

2.4.2.4

Quality Control

Supervisor will conduct visual inspections of irrigation sites to ensure properties are being filled to customers' reasonable expectations, and will ensure employees have secured all structures upon completion of shift. Supervisor will note irrigator performance deficiencies and will initiate corrective action when necessary.

EXHIBIT B
URBAN IRRIGATION SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Task 1: Urban Irrigation Services

Rate per customer, per delivery. \$24.00

Customer Services - Rate per man-hour \$48.00

Task 2: Residential Repair

Services - Rate per man-hour of repair \$122.52

Task 3: Parks Irrigation

Services - Rate per man-hour \$19.22.

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 \$1,150,000 for all Tasks listed above.

DETAILED PROJECT COMPENSATION

There are approximately 330 customers served by the Glendale Urban Irrigation system. Tasks 1 and 2 provide for delivery of irrigation water to customers and for zanjero services, including repairs and maintenance, on the delivery system. Zanjero responsibilities involve the manipulation of irrigation gates for the orderly delivery of water to fill irrigation requests or "ditch tending". The "Irrigation Season" commences in April and ends in October. During the course of the thirty (30)- week Irrigation Season from April to October, Contractor shall provide irrigation delivery to all sites on a bi-weekly basis, up to a maximum of fifteen (15) deliveries per site during the Irrigation Season. Delivery of irrigation water to the City's residential customers currently costs the City approximately \$115,000 per year. Repairs and maintenance costs are approximately \$65,000 per year. The City expects the costs of providing Task 1 and Task 2 to increase if additional customers need to be served or additional repair or maintenance activities need to be undertaken in any given year.

Under Task 3, Contractor shall provide irrigation services consisting of zanjero irrigation services to City-owned parks and provide necessary repairs to the ditch system(s) within the parks. Contractor shall provide minor repair services within park sites as needed to ensure proper flow and to prevent waste. Contractor shall identify, prioritize, and estimate cost of park site repair, then submit request to the City's Parks program manager. Exhibit A identifies the parks serviced by this Agreement. The City expects to spend \$40,000 per year on these activities at these parks.

A small contingency for any extraordinary or unexpected costs is also included in the annual and total not-to-exceed amount for this Agreement.

EXHIBIT C
URBAN IRRIGATION SERVICES
DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

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

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

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

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

4. **Exceptions.**

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

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

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

**EVALUATION FINAL CONSENSUS
RFP 16-29, URBAN IRRIGATION SERVICES**

	EXPERIENCE AND QUALIFICATIONS 45%	METHOD OF APPROACH 25%	Cost 30%	MAXIMUM POINTS AWARDED
TOTAL POINTS AWARDED FOR EACH CATEGORIES	450	250	300	1000
Grunt	268	43	265	577
Somerset	303	108	187	599
Salt River Irrigation	365	223	165	753



Legislation Description

File #: 16-125, Version: 1

**AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH CALIENTE CONSTRUCTION, INC.,
FOR THE CITY HALL COOLING TOWER REPLACEMENT 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 Caliente Construction, Inc., in an amount not to exceed \$1,048,007, for the replacement of the cooling tower at City Hall.

Background

The existing cooling tower located on the southwest corner of the City Hall building was installed in 1983, and is comprised of three separate cells. A study was performed by Pearson Engineering Associates, Inc. to survey the condition of the existing cooling tower. The study revealed structural deterioration and damage due to corrosion of the steel reinforcing. Based upon these findings, the recommendation was to replace the cooling tower and support structure.

The new system will include three new cooling towers on a structural steel platform to the north of the existing tower. Each cooling tower will have its own separate basin, fill and fan assembly joined together by equalizer piping and connected by new condenser water supply and return piping to the existing condenser water pumps/piping.

Analysis

The Engineering division opened bids for the Cooler Towers Replacement Project (project number 141510) on January 20, 2016. Two bids were received, with Caliente Construction, Inc., submitting the lowest responsive and responsible bid in the amount of \$1,048,007.

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 June 9, 2015, Council authorized entering into a Professional Services Agreement with Pearson Engineering Associates, Inc., for the design and construction administration of the City Hall cooling tower replacement project.

Community Benefit/Public Involvement

City Hall is the center of operations for many key services provided to the citizens of Glendale. The new cooling tower will assist in providing dependable cooling for the City Hall Complex and will create a maintenance and energy savings to the city.

Budget and Financial Impacts

Funds for this project are available in the Fiscal Year 2015-16 Building Maintenance Reserve Budget. Expenditures with Caliente Construction, Inc., are not to exceed \$1,048,007 over the term of the Agreement.

Cost	Fund-Department-Account
\$1,048,007	1000-81013-551000, Building Maintenance Reserve, Miscellaneous-CIP

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 Caliente Construction, Inc., an Arizona corporation ("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 ninety (90) 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.

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 \$1,048,007.00, 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.

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 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 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 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 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. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

9. 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.

10. **Non-Discrimination Policies.** 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.

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:

Caliente Construction Inc.
Attn: Lorraine Bergman
485 West Vaughn Street
Tempe, Arizona 85283

- (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: Michael 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.

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

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

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

Caliente Construction, Inc.
An Arizona corporation

By: Lorraine Bergman
Its: President/CEO

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Furnish and install three (3) cooling towers on new structural platform as per plans and specifications. After install, contractor shall remove existing cooling towers and replace hardscape area as proposed in contract documents. ALTERNATE #1: Furnish and install six (6) circulating pumps as per plans and specifications.

**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 \$1,048,007.

DETAILED PROJECT COMPENSATION

Base Bid	\$1,019,914
Alternate One	\$ 28,093
Total	\$1,048,007

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought

by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

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

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

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

4. **Exceptions.**

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

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

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

BID TABULATION

PROJECT# 141510 -CITY OF GLENDALE COOLING TOWERS REPLACEMENT

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: January 20, 2016 - 2:00 P.M.

	CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE APPENDUM	BASE BID TOTAL	ALT. 1 & BID BASE BID TOTAL
1	CALIENTE CONSTRUCTION, INC.	BB	YES	\$ 1,019,914.00	\$ 1,048,007.00
2	BILL STACEY CONSTRUCTION, INC.	BB	YES	\$ 1,081,078.00	\$ 1,108,629.00
3					
4					
5					
6					
7					
8					
9					
10					

Engineer's Estimate: \$746,000

Time of completion for this project is ninety (90) consecutive days from and including the date of receipt of the notice to proceed.



Legislation Description

File #: 16-126, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR THE DESIGN OF GLENDALE MUNICIPAL AIRPORT NORTH APRON REHABILITATION

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 Professional Services Agreement with Dibble & Associates Consulting Engineers, Inc., doing business as Dibble Engineering, for the design and construction administration services for the Glendale Municipal Airport North Apron Rehabilitation Project in an amount not to exceed \$292,205.00.

Background

The north apron area comprises parking and service areas for small aircraft. Recent pavement management reports indicate this 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.

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 project is bid.

The North Apron Rehabilitation is a project in the 2016 - 2025 Capital Improvement Plan (CIP) for Fiscal Year (FY) 2016 and has been revised in the proposed 2017 - 2026 CIP to include FAA grant funding for the construction portion of the project.

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 Airport Master Plan and other information about the airport can be found on the airport website.

Budget and Financial Impacts

Funding is available in the FY2016 Airport Capital Improvement Plan budget. Expenditures with Dibble Engineering are to not to exceed \$292,205.

Cost	Fund-Department-Account
\$279,143	2120-79524-550800, North Apron Reconstruction Rehabilitation
\$13,062	2210-65078-550800, Airport Matching Funds

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT

North Apron Rehabilitation
Glendale Municipal Airport
Project No. 151609

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Dibble & Associates Consulting Engineers, Inc. dba Dibble Engineering, a corporation, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 20 ____ ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. **Key Personnel; Other Consultants and Subcontractors.**

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

- (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 \$292,205.00 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 **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.
- 8.3 **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.
- 8.4 **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).
- 8.5 **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.
- 8.6 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 **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. Immigration Law Compliance.

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Kenneth L. Snyder

Vice President
Dibble Engineering
7500 North Dreamy Draw Drive
Suite 200
Phoenix, AZ 85020

- 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 Bill Passmore
Principal Engineer
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

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

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a 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 3 year, 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.

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

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

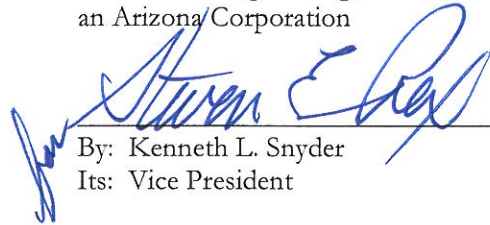
ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Dibble & Associates Consulting Engineers, Inc.,
dba Dibble Engineering,
an Arizona Corporation



By: Kenneth L. Snyder
Its: Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

EXHIBIT A

Professional Services Agreement

Design and Bid Phase Services North Apron Rehabilitation Glendale Municipal Airport Project No. 151609

PROJECT

Dibble Engineering (Dibble) has been requested by the City of Glendale (City) to provide Design and Bid Phase services for the rehabilitation of approximately 113,000 square yards (SY) of asphalt concrete (AC) pavement that comprises the North Apron and taxiways at Glendale Municipal Airport (Airport/KGEU). The existing AC pavement is experiencing varying degrees of distress and is in 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 preliminary estimates indicate the total construction cost of this project to be approximately \$3M - \$4M. It is also understood that it is likely the project will need to be designed into multiple bid packages dependent on forecasted FAA funding, with initial FY 2016 funding estimated at approximately \$950,000 which includes construction costs, and engineering and construction administration fees. In order to produce bid set documents as expeditiously as possible for the initial estimated FY 2016 construction funding, initial discussions with Glendale staff have resulted in the following approach/scope:

- Engineering the entire project scope/area up to approximately a 30% design level;
- Producing bid set documents for a project area commensurate with the estimated FY 2016 construction funding;
- Once the documents for the project area noted above are bid successfully, the remainder of the construction documents for the North Apron project area will subsequently be designed to the 100% level, but will not be packaged for bid until future year funding amounts are determined.
- Dibble Engineering may be contracted as needed in future years for specific bid set packaging based on yearly funding amounts.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

EXHIBIT B

Professional Services Agreement

**Design and Bid Phase Services
North Apron Rehabilitation
Glendale Municipal Airport
Project No. 151609**

SCOPE OF WORK

Dibble Engineering (Dibble) has been requested by the City of Glendale (City) to provide Design and Bid Phase services for the rehabilitation of approximately 113,000 square yards (SY) of asphalt concrete (AC) pavement that comprises the North Apron and taxilanes at Glendale Municipal Airport (Airport/KGEU).

It is understood that preliminary estimates indicate the total construction cost of this project to be approximately \$3M - \$4M and the project will need to be designed into multiple bid packages dependent on forecasted FAA funding. The funding for FY 2016 is approximately \$950,000, which includes construction costs, and engineering and construction administration fees.

In order to produce bid set documents as expeditiously as possible for the initial estimated FY 2016 construction funding the design approach will be to engineer the entire project scope/area up to approximately a 30% design level. The next phase will produce 100% bid set documents for a project area commensurate with the estimated FY 2016 construction funding. After this phase is successfully bid the remainder of the construction documents for the North Apron project area will be developed to the 100% design level, but will not be packaged for bid until additional funding becomes available. It is understood that Dibble Engineering may be contracted as needed in future years for specific bid set packaging based on yearly funding.

The following Scope of Work and corresponding fee proposal address the approach described above.

The following specific scope elements are included in this project:

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, FAA, ADOT MPD Aeronautics, 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) Project Start-Up and Data Collection:

- a) Existing Document Research and Coordination: Gather and review available as-built or record drawings, utility maps, design plans, studies, reports and miscellaneous projects at the airport and relevant to this project. This item shall also include contacting all utility stakeholders for potential impacts of this project. This item shall also consist of reviewing the existing data available for the current apron pavement and subsoil conditions. This information will be coordinated with the surveyors so that any specific data important to the design of this project can be identified/obtained during the survey field activities.
- b) Existing Control Research and Survey Crew Preparation: Research the existing control points and datum at the airport and in the vicinity of the project and prepare/confirm the survey equipment is calibrated for accurate data collection for this project. The survey crew will also be informed at the Project Kick-Off Meeting (reference Section 1.g) and educated of the project and location specifics so they can be aware of their environment while out in a potentially active airfield. This item shall also include documenting the survey methodology used for data collection and accuracies thereof, along with, use of existing survey control, field photos and notes.
- c) Survey Control Establishment: Utilize GPS and differential leveling, establish horizontal (NAD 83) and vertical control (NAVD 88) in US Survey Feet.
- d) Topographical Survey & Base Mapping: Utilize a robotic total station, collect topographic features and survey shots of pavement and other topographic features throughout the North Apron. Topographic features will include survey shots at an approximate 50-foot grid throughout the project area, existing pavement edge(s), building/hangar corners, fueling area equipment, existing pavement markings and tie-downs, visible wet and dry utilities and structures such as airfield lighting and signage. Visible storm drain manholes and catch basins adjacent to the project limits shall be opened, pipe types and sizes confirmed, and invert flow lines surveyed.
- e) Topo Survey Data Analysis, Review, and QC: A registered professional land surveyor will consolidate the data and compare against surveyor field notes and pictures, as well as any other survey data already provided. Any discrepancies that appear to be in conflict will be researched and reviewed. Additionally the land surveyor will prepare a survey write-up to be included in the Engineer's Design Report that provides a summary of the survey performed, as well as existing site conditions including topographic and utility features.
- f) Survey Coordination and Base Map Development: Topographic, utility, and civil basemaps will be created from the topographic, pavement and utility infrastructure features collected from the topographic field survey, existing design files, field investigations (pictures and

notes), quarter-section maps (if applicable), and record drawings. Also included in this item is the setup of all construction plan sheets including the survey and horizontal control sheets. All work will be in accordance with FAA and City of Glendale standards.

- g) Project Kick-Off Meeting with City of Glendale and KGEU: This meeting will be held with the City and Airport staff at the very beginning of the project. Discussion items will include design team, control of correspondence, design standards, design schedule, submittals, and coordination of impacts to airport operations/tenants from survey/geotechnical operations.

3) **30% Submittal:**

- a) 30% Design Plans: Dibble shall prepare plan sheets which may include the following: general construction notes, design legend and abbreviations; airport access location, contractor's haul route, staging and storage yard; construction phasing and barricading plans; Storm Water Pollution Prevention Plan (SWPPP) in accordance with Best Management Practices; pavement sections and typical cross-sections; demolition, grading and paving, pavement elevation, and pavement marking plans; miscellaneous utility details; pavement marking details; and other informational sheets such as geotechnical boring location map and boring typical sections. An estimated sheet index is included in the fee proposal for the entirety of the project area (113,000 SY – approximately 76 sheets).
- b) Draft Contract Documents and Technical Specifications: Draft contract documents and FAA technical specifications, as well as necessary special provisions, will be developed. As FAA funding is anticipated for this project, FAA general provisions will also be compiled and developed.
- c) Draft Engineer's Design Report: The draft engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts such as geotechnical investigations. The report shall cover the following: airport and project descriptions; critical environmental and archeological aspects or documents such as an approved Categorical Exclusion (CatEx); relevant design standards; topographic survey and control; geotechnical investigations and results, pavement design and recommendations; pavement marking standards and design considerations; grading and drainage including hydrology and/or hydraulics (as needed); construction phasing; and list of anticipated technical specifications. The draft engineer's design report shall also include airport and project location exhibits and appendices such as: construction phasing exhibits, Engineer's Opinion of Probable Construction Costs, and other design elements as needed to document design intent.
- d) Draft Construction Safety and Phasing Plan (CSPP): A CSPP will be developed 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.

- e) 30% Quantities and Engineer's Opinion of Probable Construction Costs (EOPCC): based on the preliminary 30% construction plans and technical specifications, develop an EOPCC on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- f) Construction Phasing Concept/Stakeholder Meeting: This meeting will be held with City and Airport staff at KGEU to present and discuss preliminary construction phasing concepts with tenants and other relevant stakeholders at approximately the 30% submittal stage. Stakeholder questions and concerns will be accounted for, coordinated with City and Airport staff, and responded to within two (2) weeks following this meeting.
- g) 30% FAA, ADOT and City/Airport Review Meeting: This meeting will be held shortly after the 30% Submittal 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. This meeting is required by FAA and ADOT and is necessary to receive approval to proceed past the 30% submittal stage.
- h) Plans-in-Hand Site Visit: Shortly after the 30% Submittal and before proceeding with the remainder of the project, Dibble will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utilities infrastructure and structures (visible in the field), pavement markings, grades, project limits, etc.
- i) 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) 95% Pre-Final Submittal:

- a) 95% Design Plans: Pre-final plans shall be submitted for final review and approval by the City, FAA and ADOT MPD Aeronautics. Refer to Section 3(a) for a list of plan sheets that may be included under this task. An estimated sheet index is included in the fee proposal for the entirety of the project area (113,000 SY – approximately 76 sheets).
- b) 95% Contract Documents and Technical Specification: Pre-final contract documents, technical specifications, special provisions, FAA general provisions will be compiled and developed for final review/approval by the City, FAA and ADOT MPD Aeronautics. This set

will also be coordinated with the City to determine project advertisement and bidding dates.

- c) Pre-Final Engineer's Design Report: The pre-final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications), and document the work and results of investigative efforts. This will be provided to the City, FAA and ADOT MPD Aeronautics at this submittal level for final review and approval.
- d) Final Construction Safety and Phasing Plan (CSPP): The final CSPP will be included as an appendix to the Contract Documents. The CSPP will be prepared in accordance with the most recent edition of FAA AC 150/5370-2F. The final CSPP along with a 7460-1 Site Exhibit will be submitted to the FAA Airspace Review website, *Obstruction Evaluation and Airport Airspace Analysis (OE/AAA)*.
- e) 95% Quantities and EOPCC: Based on the pre-final 95% construction plans and technical specifications, develop an EOPCC on a unit price basis. The unit pricing for each line item will be based on recent bid tabulations from comparative projects, locations, materials, and quantities available at that time.
- f) Final Construction Phasing/Stakeholder Meeting: This meeting will be held with City and Airport staff at KGEU to present and discuss the final construction phasing approach/plans with tenants and other relevant stakeholders approximately two (2) weeks before the anticipated 95% submittal date. Stakeholder questions and concerns will be accounted for, coordinated with City and Airport staff, and responded to within one (1) week following this meeting.
- g) FAA, ADOT and City/Airport Review Meeting for Bid Approval: This meeting will be held shortly after the 95% Submittal with FAA, ADOT MPD Aeronautics staff and representatives from the City and Airport for the purpose of approval to bid the project. This approval is required by FAA and ADOT for bidding the project.
- h) Plans-in-Hand Site Visit: Shortly after the 95% Submittal and before the final submittal (Bid Documents), Dibble will perform a plans-in-hand site visit to visually compare the plans to existing field conditions. Design elements will be reviewed and/or confirmed in the field such as utility infrastructure and structures, pavement markings, grades, project limits, etc.
- i) Internal QA/QC Project Review: In addition to the continual quality assurance reviews performed by senior airport staff, Dibble also performs additional quality control reviews prior to each submittal utilizing standard checking processes by Dibble's Quality Director. Review will include the deliverables not previously produced/reviewed such as the Contract Documents and Technical Specifications. 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.

5) 100% Bid Documents:

- a) 100% Bid Plans: Sealed plans shall have all internal and external review comments by the City, FAA and ADOT MPD Aeronautics incorporated and addressed and modifications made during final site visits. The plans for the project area(s) commensurate with the FY 2016 grant(s) will be issued for bidding and construction. The remainder of the project area (a) will be designed to the 100% level, however specific bid packaging for future years beyond FY 2016 is not included in this task as these yearly funding levels are not yet known.
- b) Bid Contract Documents and Technical Specification: The final bid contract documents, technical specifications, special provisions, and FAA general provisions shall have all internal and external review comments by the City, Airport, FAA and ADOT MPD Aeronautics incorporated and addressed. The bid contract documents and technical specifications will be issued for bidding and construction.
- c) Bid Quantities and EOPCC: Based on the bid construction plans and technical specifications, provide a bidding schedule in the contract documents and an EOPCC.
- d) Final Engineer's Design Report: The final engineer's design report shall provide all the design criteria and standards used in developing the construction documents (i.e. plans and technical specifications) and document the work and results of investigative efforts. The final report shall also address any review comments received from all internal and external reviews, including City of Glendale, FAA and ADOT MPD Aeronautics.

6) 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.

7) Geotechnical Investigations and Pavement Design Services (Speedie & Associates)

- a) Field Investigation: Field investigations in the form of drilling test borings will be conducted in accordance with FAA AC 150/5320-6E. Preparatory work will include coordinating access, reviewing available geotechnical information for adjacent pavements; conducting site reconnaissance of existing conditions, and obtaining Blue-Stake utility clearances for field borings.
- b) Laboratory Analysis: Speedie will conduct sufficient laboratory tests to properly classify soils encountered and provide data for engineering design, including:
 - i) Grain Size Analysis
 - ii) Plasticity Index
 - iii) Moisture Density Relations
 - iv) CBR
 - v) In-place Density
 - vi) Moisture Content
- c) Geotechnical Report: Speedie will analyze the data obtained from field and laboratory testing and prepare a draft and final report presenting all data obtained, including individual Log of Test Borings, Tabulation of Test Data and recommendations including the following:
 - i) Existing pavement and subgrade conditions, including AC pavement thickness and base.
 - ii) Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development. Special attention will be placed on identification of soft, wet subsoils that could affect the structural section design.
 - iii) Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.

- iv) Pavement designs to meet FAA requirements for the apron AC pavement based on the agreed upon fleet mix.
- v) Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
- vi) Local excavation and trenching conditions and stability considerations.

8) Electrical Design Services (CR Engineers)

Electrical drawings and specifications will be developed for the removal and replacement of up to four (4) motorized electric airfield security gates along the west side of the project area. Drawings and specifications will also be provided for any temporary lighting and signage required for construction phasing or temporary access routes/taxiways/taxilanes.

Technical specifications will be prepared based on current FAA Advisory Circulars.

CR Engineers will attend the following meetings during the design process: Design Kick-Off Meeting, 30% Review Meeting, and 95% Review Meeting.

CR Engineers will provide the following submittals: 30% Submittal Package – 30% Plans, Draft Engineer’s Report documentation, quantities and electrical EOPCC; 95% Submittal Package – 95% Plans, specifications, quantities and electrical EOPCC; 100% Bid Set Package – 100% Bid Set Plans, specifications, Final Engineer’s Report documentation, quantities and EOPCC. The 100% Bid Set documents will be sealed and signed by a Registered Professional Engineer in the State of Arizona.

9) Underground Utility Investigations/Potholing (Allowance – Pegasus Utility Locating)

An allowance has been provided to cover the effort that may be required to locate or pothole any existing miscellaneous underground utilities during the course of the design phase. Dibble Engineering will request prior approval from the City of Glendale and Airport staff before any work is performed associated with this task.

10) Project Deliverables

- a) 30% Submittal: 30% plans, draft contract documents and specifications, Draft Engineer’s Design Report, Draft CSPP, and 30% quantities and Engineer’s Opinion of Probable Construction Cost.
- b) 95% Pre-Final (FAA/ADOT/City Final Review): 95% pre-final plans, pre-final specifications, 95% quantities and Engineer’s Opinion of Probable Construction Costs, pre-final Engineer’s Report, and Final Construction Safety and Phasing Plan.
- c) 100% Bid Submittal: 100% sealed bid-ready plans and specifications, 100% quantities and Engineer’s Opinion of Probable Construction Costs, and Final Engineer’s Report. The final

submittal for the project will also include an electronic (CD-ROM) of all the electronic documents, (i.e. CAD, Word, PDF, etc.).

Each submittal will be posted on the Dibble Webshare data base electronically for the client's convenience. Also, the total number of hard copies of the deliverables is identified in the *Estimated Allowance for Direct Costs* sheet contained herein.

Dibble will also post the 30% and 100% submittals to the ADOT FTP site electronically (PDF).

11) Miscellaneous

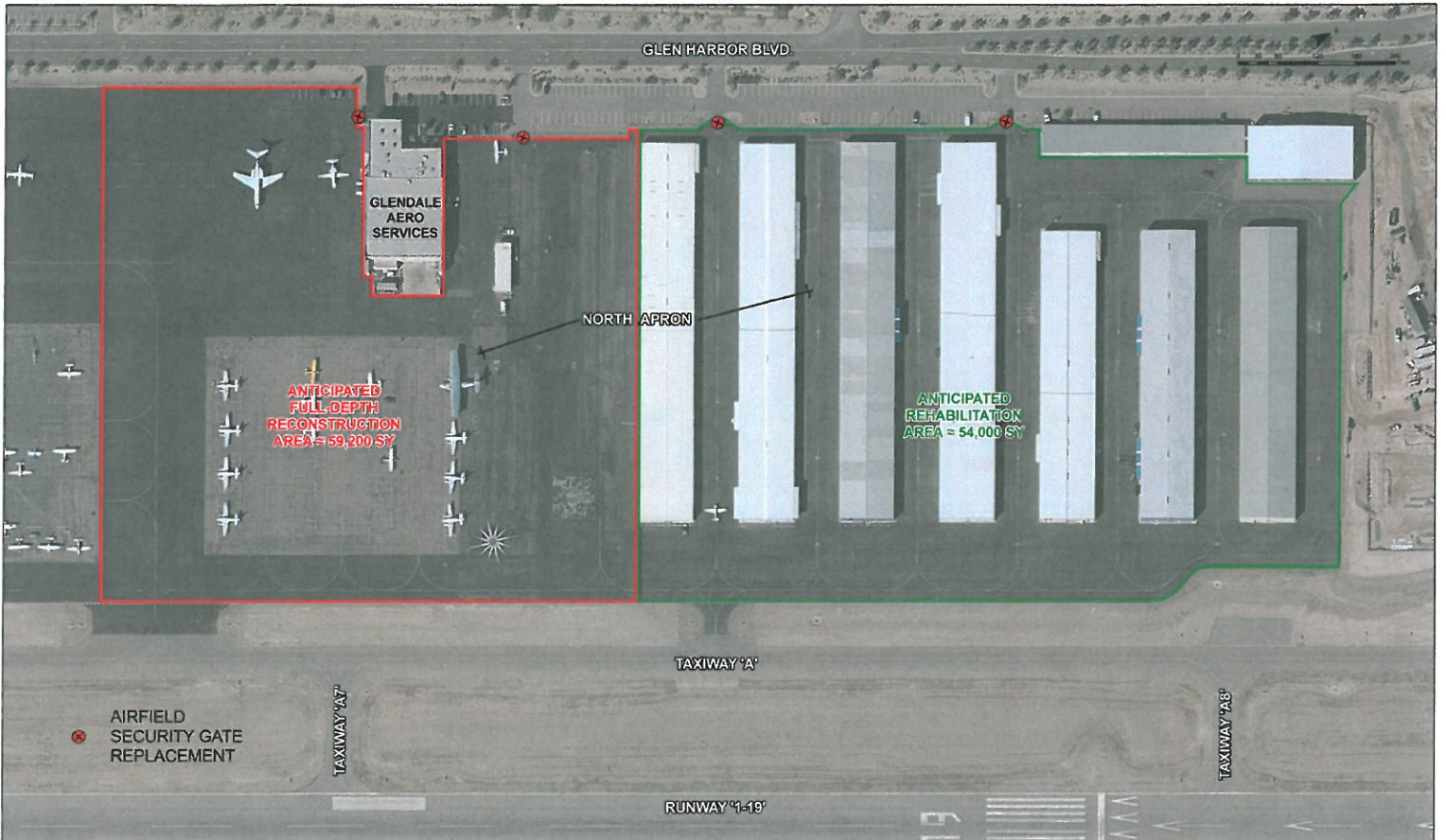
This proposal is based on an estimated three-month design schedule which includes City/Airport, FAA and ADOT MPD Aeronautics review time (see attached Design Schedule Exhibit).

All plans are to be prepared in AutoCAD Civil 3D 2013.

12) 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



**GLENDALE MUNICIPAL AIRPORT
NORTH APRON REHABILITATION - SCOPING EXHIBIT**

2/8/2016



EXHIBIT C
Professional Services Agreement

SCHEDULE

EXHIBIT C

Professional Services Agreement

Design and Bid Phase Services
North Apron Rehabilitation
Glendale Municipal Airport
Project No. 151609

PROJECT SCHEDULE

A.	<u>Design & Bid FY 2016 Project Area</u>	Start	Finish	Duration (Days)
1	Pre-Design (Survey, Geotech, etc.)	3/23/16	4/4/16	13
2	30% Design Phase	4/5/16	4/29/16	25
3	30% FAA/ADOT/City Review	4/30/16	5/13/16	14
4	100% Design Phase (FY 2016 Project Area)	5/3/16	5/26/16	24
5	100% FAA/ADOT/City Review (FY 2016 Project Area)	5/27/16	6/1/16	6
6	Project Bidding (FY 2016 Project Area)	6/7/16	6/27/16	21
7	Bid Evaluation & Bid Results to FAA/ADOT (FY 2016 Project Area)	6/28/16	7/1/16	4

<i>A. Design & Bid FY 2016 Project Area</i>	<i>3/23/16</i>	<i>7/1/16</i>	<i>101</i>
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B.	<u>Design Remainder of North Apron (No Bid Packaging)</u>	Start	Finish	Duration (Days)
1	95% Design Phase	6/3/16	8/1/16	60
2	95% City Review	8/2/16	8/16/16	15
3	100% Design Phase	8/17/16	9/8/16	23

<i>B. Design Remainder of North Apron</i>	<i>6/3/16</i>	<i>9/8/16</i>	<i>98</i>
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EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

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 \$292,205.00.

DETAILED PROJECT COMPENSATION

EXHIBIT D
Professional Services Agreement

Design and Bid Phase Services
North Apron Rehabilitation
Glendale Municipal Airport
Project No. 151609

COMPENSATION

METHOD OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Dibble Engineering, for full completion of all work required by the Project during the entire term of the Project must not exceed \$292,205.00.

DETAILED PROJECT COMPENSATION

See attached spreadsheets for detail

Fee Summary

A. Design Phase Services (Dibble Engineering)	Hours	Fee
1. General Administration	120	\$22,601.00
2. Project Start-Up & Data Collection	218	\$30,561.00
3. 30% Submittal	466	\$65,301.00
4. 95% Submittal (FY 2016 Project Area) + 95% Design of Remainder	580	\$81,302.00
5. 100% Bid Documents (FY 2016 Project Area) + 100% Design of Remainder	204	\$28,971.00
A. Design Phase Subtotal	1588	\$228,736.00
B. Bid Phase Services	54	\$8,571.00
B. Bid Phase Subtotal	54	\$8,571.00
C. Subconsultant Services		
1. Geotechnical & Pavement Design (Speedie & Associates)		\$16,685.00
2. Electrical Design Services (CR Engineers)		\$9,433.00
3. Underground Utility Investigations (Pegasus)		\$2,000.00
C. Subconsultant Services Subtotal		\$28,118.00
D. Allowances/Direct Expenses (Dibble Engineering)		
1. Submittal Printing		\$1,650.00
2. Mileage		\$130.00
3. Owner Contingency		\$25,000.00
D. Allowances/Direct Expenses Subtotal		\$26,780.00
PROJECT TOTAL		\$292,205.00

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
- a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 16-132, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LSW ENGINEERS ARIZONA, INC., FOR THE ENGINEERING AND DESIGN SERVICES OF THE HVAC REPLACEMENT PROJECT AT CITY HALL AND COOLER REPLACEMENT PROJECT AT THE EQUIPMENT MANAGEMENT FACILITY

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 Professional Services Agreement with LSW Engineers Arizona, Inc., (LSW Engineers), in an amount not to exceed \$134,345 for the engineering and design services of the heating, ventilation and air conditioning (HVAC) replacement project at City Hall and the cooler replacement project at the Equipment Management Facility. There are no automatic renewals of this Agreement.

Background

In 2006, Sky Engineering and LSW Engineers evaluated the HVAC system at City Hall and developed design alternatives which would improve the indoor air quality in the City Hall complex. The existing HVAC system experienced operational deficiencies including poor air quality, poor temperature control, high maintenance, and noise transmission. The report was prepared to identify and investigate replacement/retrofit options for the HVAC system.

In 2007, the HVAC system for the sub-basement, basement, and portions of the first floor of City Hall was upgraded to replace and add air conditioning units to increase the air flow as well as relocate the air intake to improve the temperature control and indoor air quality.

This Professional Services Agreement with LSW Engineers is for the engineering and design services for the HVAC replacement project at City Hall consisting of air conditioning units, air handlers, and variable air volume (VAV) boxes, serving the remaining portions of the first floor, and the second through fourth floors (approximately 60,000 square feet (SF)) and the HVAC equipment serving the adjacent Council Chambers (approximately 25,000 SF). The construction activities for this project may be phased over multiple years.

LSW Engineers will also provide engineering and design services for the cooler replacement project at the Equipment Management Facility, which will consist of the replacement of seven roof-mounted evaporative cooler/heating units.

Analysis

LSW Engineers was selected from the pre-qualified Engineering Consultants On-Call List to provide the necessary engineering and design services for these projects. The engineering and design services will create

the construction drawings for the construction of the HVAC replacement project at the City Hall complex and the cooler replacement project at the Equipment Management Facility.

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.

Community Benefit/Public Involvement

The engineering and design services for these projects will consist of the mechanical system and electrical power distribution system to the new HVAC equipment. These improvements will assist in providing dependable cooling for these facilities and will create a maintenance and energy savings to the city.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 Building Maintenance Reserve Budget. Expenditures with LSW Engineers are not to exceed \$134,345 over the term of the Agreement.

Cost	Fund-Department-Account
\$134,345	1000-81013-551000, Building Maintenance Reserve, Miscellaneous-CIP

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**PROFESSIONAL SERVICES AGREEMENT
CITY OF GLENDALE CITY HALL HVAC REPLACEMENT AND
EQUIPMENT MANAGEMENT COOLER REPLACEMENT
PROJECT NUMBER 151621**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and LSW Engineers Arizona, 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.** 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 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, 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 \$134,345.00 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, Contractor 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 Contractor, 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 \$2,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- c. **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 **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 Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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 **Contractor'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 Contractor'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.

8.3 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 Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor 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 Contractor'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.

Contractor'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 Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

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

8.7 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 Contractor, the Project or the insurer.

9. Immigration Law Compliance.

9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

LSW Engineers Arizona, Inc.
c/o Philip Mouw
2333 W. Northern Ave, Suite 9
Phoenix, Arizona 85021

- 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 Michael A. Johnson, Engineering Project Manager
City of Glendale Engineering Department - Suite 315
5850 W. Glendale Avenue
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

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

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as Exhibit A, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

- 13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1)- year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one year. 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 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.
- 14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with Exhibit E. The final determination will be made by the City.
- 15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

LSW Engineers Arizona, Inc,
an Arizona corporation



By: Philip Mouw
Its: Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

PROJECT UNDERSTANDING

PR2015-188 CITY HALL HVAC REPLACEMENT

This project is understood to be the replacement of the existing HVAC equipment serving the first through fourth floors in the City Hall Building (approximately 60,000 SF) and the HVAC equipment serving the adjacent Council Chambers (approximately 25,000 SF). This project will track with the cooler replacement project at the Equipment Management Building. See LSW proposal 2015-189. It is our understanding that the construction activities for this project will be phased over multiple years with no construction activities taking place within the next 12 months. The design for all phases of this project will be completed to a "90%" level, meaning the drawings will be completed but not signed or submitted for plan review. The design of this project will include a 50% and 90% Owner review submittal for all phases but no plan review submittal. Completion of the plans will be done at a later date under a separate contract

PR2015-189 EQUIPMENT MANAGEMENT COOLER REPLACEMENT

This project is understood to be the replacement of the seven, roof-mounted evaporative cooler/heating units at the City's Equipment Management Building at the City's Operations Facility. This project will track with the HVAC Replacement project at City Hall and Council Chambers. See LSW proposal 2015-188. It is our understanding that this project will be constructed first and the other project constructed over multiple subsequent years. The design of this project will include a 50% and 90% Owner review submittal and a 100% plan review submittal. The construction duration for this project is understood to be six weeks.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

PR2015-188 CITY HALL HVAC REPLACEMENT

Our engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.

Mechanical

The mechanical system for this project is anticipated to include:

1. Design to replace the existing four (4) water-cooled VAV air conditioning units serving the first through fourth floors in the City Hall Building and the four (4) water-cooled VAV air conditioning units serving the adjacent Council Chambers Building. The unit serving the Council's Chambers will be upsized, as much as the existing ductwork will support, to accommodate standing-room-only crowds.
2. Prepare ventilation air calculations for the City Hall and increase the outside air volume on the first through fourth floors to comply with current code. Additional relief will also be provided as necessary. This includes upsizing of the air conditioning units to accommodate the increase in cooling load. New outside air measuring stations and controls will also be provided.
3. Design to replace all of the VAV boxes on the first through fourth floors of the City Hall Building and the Council Chambers Building with new VAV boxes with electric heat. This includes the abandonment of the existing radiant heating panels. The existing boxes will be replaced one-for-one. If there are zoning problems that are identified prior to the start of design, LSW will prepare a design to correct the HVAC zoning in up to three areas as part of this project.
4. Design to add a new water-source heat pump in the A/V Room at the Council Chambers to provide off hours cooling of the room. This includes design of new condenser water piping to the existing condenser water mains in the basement.
5. Design to modify the existing building automation system for the new HVAC equipment. The existing controls will be reused wherever possible.

Electrical

The electrical system for this project is anticipated to include:

1. Design of the electrical power distribution to the new HVAC equipment. Our design includes connection to the existing power distribution system within this facility. It is assumed that the

existing power distribution system is adequate for this project and design to increase the capacity, modify or replace this is not assumed as part of the scope of this project.

2. Our design services include electrical load readings to establish the current baseline power levels if required. Load readings will be provided by a third party contractor and billed at cost. A maximum of 6 load reading are included in our fee.

PR2015-189 EQUIPMENT MANAGEMENT COOLER REPLACEMENT

Our engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.

Mechanical

The mechanical system for this project is anticipated to include:

1. Design to replace the existing seven (7) evaporative cooler/heating units with new separate evaporative coolers and hot-water heating units along with new automatic controls.
2. Design to modify the existing building automation system for the new HVAC equipment.

Electrical

The electrical system for this project is anticipated to include:

1. Design of the electrical power distribution to the new HVAC equipment. Our design includes connection to the existing power distribution system within this facility. It is assumed that the existing power distribution system is adequate for this project and design to increase the capacity, modify or replace this is not assumed as part of the scope of this project.

EXHIBIT C
Professional Services Agreement

SCHEDULE

PR2015-188 CITY HALL HVAC REPLACEMENT

LSW's estimated design time to complete the 50% Owner review submittal is six weeks after receipt of the signed contract and as-builts of the facility. The 90% Owner review submittal will occur 4 weeks after the 50% review meeting and receipt of all Owner comments, the 90% corrected submittal will occur two weeks after the 90% Owner review meeting and receipt of all Owner comments.

PR2015-189 EQUIPMENT MANAGEMENT COOLER REPLACEMENT

LSW's estimated design time to complete the 50% Owner review submittal is four weeks after receipt of the signed contract and as-builts of the facility. The 90% Owner review submittal will occur three weeks after the 50% review meeting and receipt of all Owner comments, the 100% submittal will occur two weeks after the 90% Owner review meeting and receipt of all Owner comments.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$134,345.

DETAILED PROJECT COMPENSATION

See attached Exhibit D.

EXHIBIT D
Professional Services Agreement

COMPENSATION

PR2015-188 CITY OF GLENDALE CITY HALL HVAC REPLACEMENT	
Task	Cost
Task 10 – Field Investigation	\$11,625.00
Task 20 – 50% Submittal	\$24,275.00
Task 22 – 90% Submittal	\$20,515.00
Task 30 – 90% Correction Submittal	\$9,350.00
Task 50 – Bidding	\$1,595.00
Estimated Reimbursable Expenses (Printing Costs)	\$1,500.00
Estimated Electrical Panel Load Reading Reimbursable	\$6,300.00
Owners Contingency	\$15,000.00
SUBTOTAL:	\$90,160.00
PR2015-189 CITY OF GLENDALE EQUIPMENT MANAGEMENT BUILDING COOLER REPLACEMENT	
Task	Cost
Task 10 – Field Investigation	\$3,215.00
Task 20 – 50% Submittal	\$5,390.00
Task 22 – 90% Submittal	\$6,955.00
Task 30 – 100% Submittal	\$4,835.00
Task 50 – Bidding	\$1,595.00
Task 60 – Office Time	\$2,310.00
Task 60 – Submittal Review	\$990.00
Task 61 – Field Observation	\$1,960.00
Task 62 – Meetings During Construction	\$945.00
Task 65 – Record Drawings / O&M's	\$490.00
Structural Engineering Services	\$7,000.00
Panel Load Reading Allowance (Reimbursable Expense)	\$1,500.00
Owners Contingency	\$7,000.00
SUBTOTAL:	\$44,185.00
TOTAL COMPENSATION AMOUNT:	\$134,345.00

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

The breakdown of the fee into phases or tasks is for your convenience. The total fee will be the limiting billing factor not each task.

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 16-137, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE P1 PARKING, 91st & MARYLAND AVENUES PROJECT AND AUTHORIZATION TO PROCEED WITH THE PROJECT AND SEEK BUDGET APPROPRIATION AT A FOURTH QUARTER COUNCIL VOTING MEETING

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 Combs Construction Company, Inc., in the amount of \$3,848,518.25 (base bid) and authorize an expenditure authorization up to \$4,233,518.25 (which includes the base bid + 10% contingency = \$385,000) for the P1 Parking Lot Project at the southwest corner of 91st and Maryland Avenues.

This is also a request for authorization to exceed appropriation within the identified construction funds until the fourth quarter of the fiscal year, at which time a budget appropriation transfer will be brought forward for Council consideration consistent with the City Charter and consistent with the Cash and Budget Appropriation Transfers Policy adopted by Council on December 10, 2013.

Background

On October 13, 2015, the City Council authorized the purchase of two parcels in the Sports and Entertainment District. Generally, the parcels are 22 acres directly east of the University of Phoenix Stadium along 91st Avenue (Pendergast Farms) and 77 acres south of Bethany Home Road between 91st and 95th Avenues.

It is the intent of the City to complete construction of a parking lot on the 22 acre parcel before the opening of the 2016 Arizona Cardinals Football season. To meet this schedule, Engineering staff procured surveying, environmental, and geotechnical professional services to aid in preparing the construction drawings in-house.

Analysis

The P1 Parking Lot Project will provide an asphalt parking surface affording approximately 2,700 new parking spaces as well as pedestrian access, lighting, and drainage improvements.

Engineering staff coordinated with multiple entities and consultants to prepare the construction drawings in-house. Bids for the P1 Parking Lot Project (project number 151614) were opened on March 8, 2016. Seven bids were received, with Combs Construction Company, Inc., submitting the lowest responsive and responsible bid, with unit prices in line with current pricing trends.

Previous Related Council Action

On October 13, 2015, City Council authorized the acquisition of real property located at the southwest corner of 91st and Maryland Avenues.

Community Benefit/Public Involvement

This project will provide additional parking making it more convenient for the general public attending events at the Sports and Entertainment District.

Budget and Financial Impacts

City Charter limits transfers between funds to the 4th quarter of a fiscal year. As budget appropriation for the transaction is not currently in the identified funds, staff is requesting approval to exceed appropriation within the identified funds to record the expenditures. A budget appropriation transfer request will then be brought forward for Council consideration in the 4th quarter of the fiscal year. This is consistent with the Cash and Budget Appropriation Transfers Policy adopted by Council on December 10, 2013.

It is anticipated this transaction, and subsequent eligible improvements, will be funded through the issuance of General Obligation (G.O.) bonds.

Cost	Fund-Department-Account
\$4,233,518.25	1980-68124-550800, Improvements Other Than Buildings

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

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 Combs Construction Company, Inc., an Arizona corporation, authorized to do business in Arizona ("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.

Project 151614

- (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 August 1, 2016, following 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.

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").

Project 151614

- (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 \$3,848,518.25, 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.

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 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 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 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.

Project 151614

- (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 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 parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

9. 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.

10. Non-Discrimination Policies. 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.

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:

Combs Construction Company, Inc.
Attn: Michael R. Steg, Vice-President
P. O. Box 10789
Glendale, Arizona 85318

- (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: David D. Beard
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.

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

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

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

Project 151614

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

Combs Construction Company, Inc.
an Arizona corporation

By: Michael R. Steg
Its: Vice-President

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

Project 151614

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Project includes Removal of existing farm buildings and homes located on 22 Acres of prior farm/feedlot. Site is being developed for automobile parking with storm retention, catch basins and related piping, commercial lighting, sidewalk, curbing, minor block and chain link fence work.

Project 151614

**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 \$3,848,518.25.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule attached to the original bid documents.

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - (B) The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - (C) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and

Project 151614

other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought

by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

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

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

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

4. **Exceptions.**

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

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

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

BID TABULATION

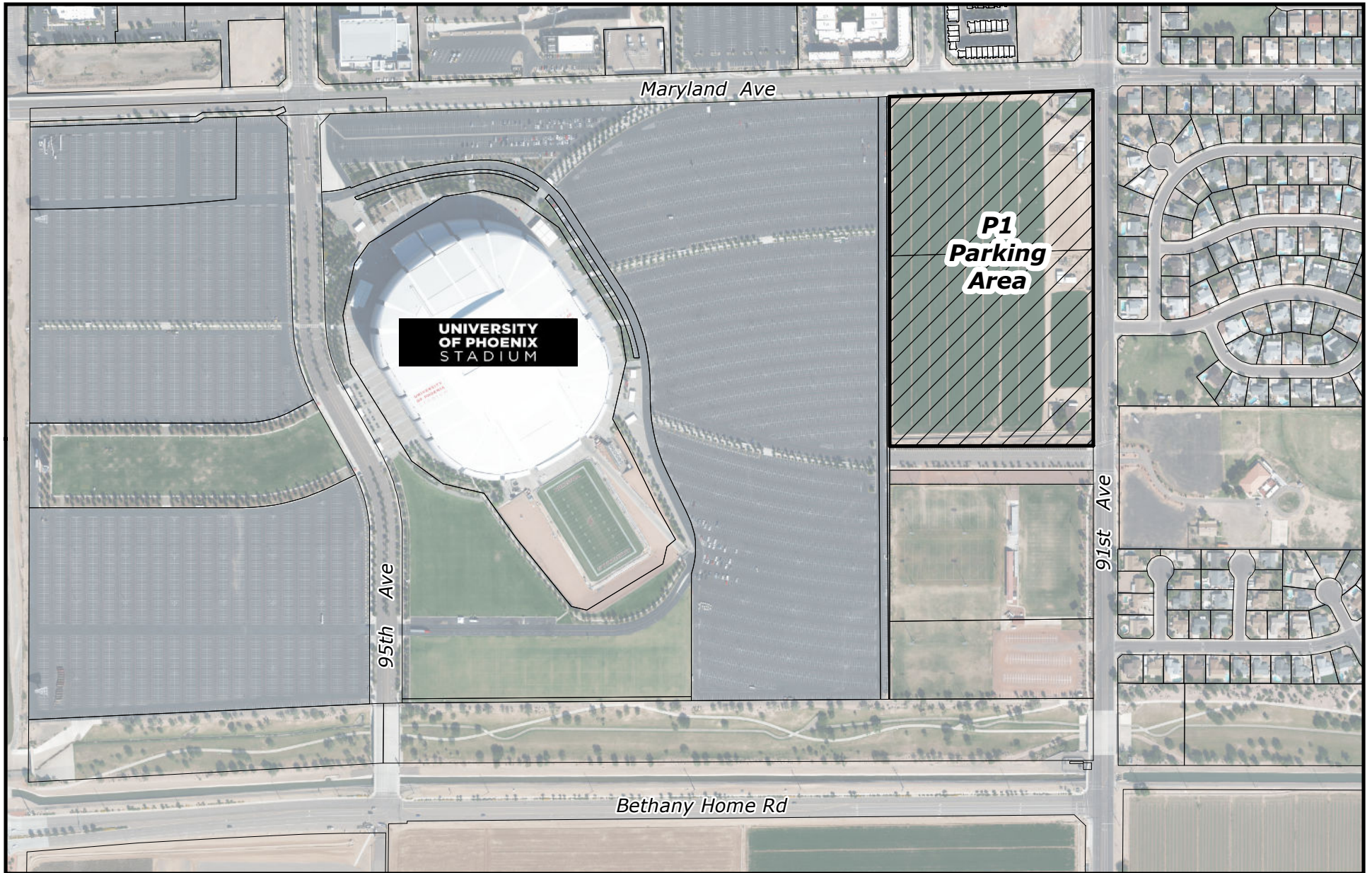
PROJECT 151614 - P1 PARKING, 91ST & MARYLAND AVENUES

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: March 8, 2016 - 10:00 AM

	CONTRACTOR	Bid Bond/Check	Acknowledge Addenda 1,2,3	BASE BID TOTAL	ALTERNATE 1 TOTAL	ALTERNATE 2 TOTAL
1	COMBS CONSTRUCTION CO., INC.	BB	YES	\$ 3,848,518.25	\$ 17,000.00	\$ 106,150.00
2	REGIONAL PAVEMENT MAINTENANCE	BB	YES	\$ 4,085,320.38	\$ 10,180.00	\$ 112,273.29
3	KNOCHEL BROS, INC.	BB	YES	\$ 4,091,171.80	\$ 18,000.00	\$ 156,000.00
4	HUNTER CONTRACTING CO.	BB	YES	\$ 4,117,548.50	\$ 13,280.00	\$ 98,600.00
6	MARKHAM CONTRACTING CO.	BB	YES	\$ 4,313,606.25	\$ 24,000.00	\$ 242,000.00
5	NGU CONTRACTING, INC.	BB	YES	\$ 4,328,555.54	\$ 19,000.00	\$ 198,000.00
7	SUNLAND INC ASPHALT & SEALCOATING	BB	YES	\$ 4,891,170.00	\$ 20,000.00	\$ 80,000.00
8						
9						
10						

Engineer's Estimate: \$8,000,000



P1 Parking Area





Legislation Description

File #: 16-138, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., FOR THE DESIGN OF OLIVE AVENUE AND 59TH AVENUE INTERSECTION CAPACITY IMPROVEMENTS

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 Professional Services Agreement with AECOM Technical Services, Inc., (AECOM) for design and construction administration services for Olive and 59th avenues intersection capacity improvements, in an amount not to exceed \$395,626.41.

Background

The intersection of 59th and Olive avenues is one of the busiest intersections in the City of Glendale, serving about 53,200 vehicles per day. Based on a thorough evaluation of safety and traffic geometry as well as demand, both capacity and safety enhancements are warranted at this location. Improvements will be constructed in two phases (capacity and safety) due to constraints as a result of using federal funds for the safety improvements portion of the project.

Capacity enhancements identified to improve the flow of traffic through the intersection include north- and southbound bus bays on 59th Avenue and east- and westbound right-turn lanes on Olive Avenue. Each of these elements is included in the capacity portion of the project.

Analysis

AECOM was retained by ADOT to complete the design of the safety enhancements at 59th and Olive avenues. Through that project phase, significant efforts to collect survey and other field data have occurred which can be used to develop the capacity project design. To achieve cost efficiencies, staff recommends retaining AECOM for the capacity project design also.

Previous Related Council Action

On May 27, 2014, City Council approved an IGA authorizing to enter an IGA with ADOT to design 59th and Olive Avenue intersection Safety improvements.

Community Benefit/Public Involvement

A safe and efficient transportation system is a quality-of-life issue for Glendale residents. Due to its close proximity to Glendale Community College, there is a high volume of pedestrians, bicyclists and transit users at

the 59th and Olive Avenues intersection. The construction of capacity enhancements will directly and positively impact the operation of this intersection.

Budget and Financial Impacts

Funding is available in the FY2016 Capital Improvement Plan. Expenditures with AECOM are not to exceed \$395,626.41.

Cost	Fund-Department-Account
\$395,626.41	1600-67814-551200, 59th & Olive Ave

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTION CAPACITY IMPROVEMENTS

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and AECOM Technical Services, Inc. ("AECOM"), a California corporation, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 2016 ("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 any services or goods furnished by its Subconsultants or Subcontractors, will not exceed \$395,626.41 for the entire term of the Agreement 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 and any Amendment of this Agreement.
 - 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.
- 4.4 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 cause Consultant to 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 **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.

8.3 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.

8.4 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).

8.5 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.

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

8.7 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. Immigration Law Compliance.

9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not

deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Randy Simpson, P.E., Vice President
AECOM
7720 North 16th Street, Suite 100
Phoenix, AZ 85020
- 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 Bill Passmore
Principal Engineer
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a 2 year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 1 year, 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.

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

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

AECOM Technical Services, Inc.,
a California corporation



By: Randy Simpson
Its: Vice President

EXHIBIT A
Professional Services Agreement
“DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTIONCAPACITY IMPROVEMENTS”
Project No. 1314__

PROJECT

DESCRIPTION OF PROJECT:

The City of Glendale (COG) has identified the need for capacity improvements at the Olive Avenue/59th Avenue intersection, including:

- New bus bays on 59th Avenue (NE and SW corners);
- New westbound Olive Ave to northbound 59th Ave right turn lane;
- New eastbound Olive Ave to southbound 59th Ave right-turn lane;
- Mill and overlay of Olive Ave approximately 500 feet east and west of 59th Ave and of 59th Ave approximately 500 feet south of Olive Ave and 800 feet north of Olive Ave.

EXHIBIT B
Professional Services Agreement
“DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTION CAPACITY IMPROVEMENTS”
Project No. 1314__

SCOPE OF WORK

This scope of work identifies the tasks required to complete the improvements, including an environmental document compliant with the COG standards, public involvement, and final design.

TASK 100 – PROJECT MANAGEMENT

Progress Meetings: AECOM will hold up to five monthly progress meetings with the City. Time has been included to prepare, attend, and document the meetings. In addition, time has been allotted for miscellaneous coordination that may include conference calls or in person meetings with ADOT to coordinate between this project and HSIP project that is ongoing.

Contract Administration: This task includes time required to prepare and maintain the contract including preparing monthly invoices, monitoring the contract, reviewing and approving monthly invoices, and preparing monthly progress reports to document that the stated percent completion is consistent with the work completed. AECOM has estimated the contract administration will span five (5) months. AECOM has estimated 40 hours (approximately 2 hours per week) for the PM to coordinate with the City of Glendale PM, 5 hours (1 hour per month for 5 months) for the PIC to monitor the project and 20 hours (approximately 1 hour per week) for the Project Administrator to complete various project billing reports and monitor the contract.

Project Execution Plan: Part of every project, and one of the first tasks to be completed by AECOM, is the preparation of a project execution plan that is distributed to all project team members. This document will be a resource throughout the project. The project execution plan includes a brief description of the project; a contact list for all team members including the City of Glendale, and AECOM; the scope of work; design schedule; list of deliverables; quality control procedures; safe work plan; CADD standards; and other AECOM internal procedures, such as project task list, labor codes, and project filing system.

TASK 200 – UTILITIES COORDINATION

Due to the outside widening required by the bus bays on 59th Ave and the right turn lanes on Olive Ave, overhead power poles will need to be relocated. AECOM will hold four coordination meetings with APS and SRP Power, and perform prior rights review and utility relocation plan reviews.

Time has been allotted to prepare a separate submittal for the utilities to review, prior to the intermediate submittal for the City. This is to expedite utility relocation design and construction, especially for SRP and APS.

Utilities will be designated along Olive Ave and 59th Ave within the ADOT HSIP project limits by an ADOT Utility On-call firm for that project. AECOM will use that information as well for this project.

TASK 300 – BUSINESS OWNER MEETINGS

Three business owner meetings will be held to support the environmental process for this project. These three meetings will be located either on-site at the business address or at a City facility. AECOM will assist in preparing boards, handouts and other presentation material for the business owner meetings. AECOM will attend and participate in all three business owner meetings. See the attached cost proposal provided by Logan Simpson Design for their additional scope related to the business owner meetings.

TASK 400 – ROADWAY DESIGN

AECOM will develop construction documents for the proposed improvements. The following design tasks are anticipated in preparation of the construction documents:

- Addition of two far-side bus bays along 59th Ave, one south and one north of Olive Ave.
- Addition of a right turn lane from EB Olive Ave to SB 59th Ave and a right turn lane from WB Olive Ave to NB 59th Ave.
- Mill and overlay of Olive Ave approximately 500 feet east and west of 59th Ave and of 59th Ave approximately 500 feet south of Olive Ave and 800 feet north of Olive Ave from centerlines.

The following plan sheets are anticipated for this effort:

- 1 - Cover Sheet
- 1 - Design Data Sheet w/ Key Map & Sheet Index
- 2 - General Notes & Details Sheets
- 1 - Typical Roadway Sections
- 5 - Paving Plan & Profile Sheets
- 2 - Bus Bay Details Sheets
- Cross Sections

The bus bay shelters and associated features will be designed per COG standard details.

A listing of the plan sheets required is shown on the attached Fee Proposal – Hour Estimate. The design team anticipates the following submittals – Over the Shoulder reviews (approximately 60% design), formal 90%, and then Final PS&E.

AECOM will not perform any geotechnical investigations or any pavement design. AECOM assumes that the minimum City of Glendale pavement section of 5” of asphalt over 12” of aggregate base course material for arterials can be used for pavement in this project, as indicated in the City of Glendale Engineering Design and Construction Standards, 2015 Edition, page 3-7. Asphalt mix designs will be specified per MAG and COG standards, as appropriate.

TASK 410 – CONCEPT DEVELOPMENT

AECOM will develop capacity improvements concepts for this project, as directed by the City, and will coordinate the preliminary designs with the ongoing ADOT HSIP project (SH365).

TASK 420 – SITE VISIT

AECOM will conduct one site visit, during which existing roadway and traffic features will be inventoried and layout will be documented.

TASK 430 – TRAFFIC ENGINEERING DESIGN

AECOM will develop traffic signal plans for the intersection improvements. Signing and striping plans will be prepared for the roadway segments as defined above at 40 scale. AECOM will determine the storage length necessary for the right turn lanes per the City of Glendale Traffic Study recommendations.

TASK 440 – COST ESTIMATES

AECOM will develop construction cost estimates for 90% and Final PS&E submittals.

TASK 450 – SPECIAL PROVISIONS

AECOM will develop special provisions for 90% and Final PS&E submittals.

TASK 500 – RIGHT-OF-WAY ACQUISITION SUPPORT

AECOM will coordinate the right-of-way requirements with the City of Glendale and support the acquisition of new ROW and Temporary Construction Easements (TCE).

AECOM will develop right-of-way exhibits per COG standards, based on field survey prepared by Geomatics Consulting Group. During the development of the final right-of-way exhibits, AECOM will perform following tasks:

- 1) Calculate Existing right-of-way per documentation provided;
- 2) Calculate limits of new acquisition affected parcels (approx. 9 parcels);
- 3) Calculate new acquisition requirements (New R/W, PUE and TCE based on the largest footprint for the project improvements);
- 4) Calculate acquisition areas;
- 5) Draft right-of-way exhibits per COG standards.

Approximately 9 right-of-way, PUE and TCE exhibits will be drafted with legal descriptions of areas to be acquired. The legal descriptions and exhibits will be provided to the City of Glendale for use in the property acquisition.

TASK 600 – BID ADVERTISEMENT

AECOM will assist the City in finalizing the bid advertisement, answering questions during the advertisement period, and the preparation of one addendum.

TASK 710 –DRAINAGE DESIGN (ANDES ENGINEERING)

See the attached cost proposal and scope for drainage design provided by Andes Engineering.

TASK 720 – ADD-ON MAPPING (GEOMATICS CONSULTING GROUP)

Topographic survey was performed along Olive Avenue and 59th Avenue within the existing right-of-way (ROW) for the safety improvements currently for ADOT’s LPA HSIP project for the City. This survey information will be used for this project. Additional topographic and location surveys will be required to accommodate the capacity improvements. AECOM will subcontract with Geomatics Consulting Group to provide the additional survey. See attached cost proposal from Geomatics Consulting Group for the additional survey scope.

TASK 730 – POTHOLING (HORROCKS ENGINEERS)

AECOM will subcontract with Horrocks Engineers for utility potholing. A maximum of six potholes have been estimated for this project. See the attached cost proposal by Horrocks Engineers for utility potholing.

TASK 740 – RIGHT-OF-WAY ACQUISITION (TIERRA RIGHT OF WAY)

Tierra Right-of-Way will perform title searches, perform appraisals and assist the City in acquiring the new ROW, PUEs and/or TCEs. See the attached cost proposal and scope for the services provided by Tierra Right-of-Way.

TASK 750 – RIGHT-OF-WAY ENVIRONMENTAL CLEARANCE (LSD)

A Phase I Hazardous Materials Site Assessment will be performed within the project limits. AECOM will subcontract with Logan Simpson Design Inc. (LSD) to perform the Phase I Site Assessment to clear the proposed ROW and easements anticipated to be acquired for the improvements. See the attached cost proposal and scope provided by Logan Simpson Design.

TASK 800 – CONSTRUCTION ADMINISTRATION SERVICES

Pre-Construction Conference: Attend the Pre-Construction Conference with the contractor, the City and other stakeholders prior to the start of construction activities on the project. The Registered Engineer (RE) will notify all interested parties and affected utilities of the date and time of the preconstruction conference to be held at City Hall. In addition to conducting the meeting, the RE will prepare the meeting minutes and distribute them electronically to the meeting attendees.

Quality Acceptance: The RE/Inspector will provide quality acceptance services to perform inspection and review all material acceptance testing and Quality Control testing for all items of work required by the contract documents. RE/Inspector will monitor construction for compliance with the project plans and specifications.

AECOM will provide an on-site representative to observe both off-site and on-site activities. The on-site Sr. Inspector will be available for up to 30 percent of the contract construction period. The on-site representative will visit the project site during the course of critical construction activities, but not less than two times per week, depending on the status of work per the Contractor's construction schedule or as directed by the City PM.

AECOM will bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies will be forwarded to the City Project Manager for review. Our staff will resolve any construction-related problems, conflicts or discrepancies, and will recommend remedial actions, but will take no action without the prior approval of the City Project Manager.

Document Pre-Construction, During-Construction, and Post-Construction Conditions: Document pre-construction, during-construction and post-construction conditions using digital photographs using equipment provided by AECOM. The purpose of this documentation is to provide a record of the condition of pre-existing improvements prior to the start of construction activities, condition during construction progress, and upon completion of the construction contract. This will aide in the restoration of the site to its pre-existing condition and protect against potential claims from the contractor, tenants, utilities, or other outside agencies. As will all project records, all photographs are the property of the City.

Meetings with Owner, Design Consultant, and Agencies & Utilities: Attend designated meetings between key stakeholders, outside agencies and other relevant parties as required to successfully complete the scope of work.

Schedule Management: Review the contractor's pre-construction conference schedule and required updates to analyze the presented activities for reasonableness, logic of the sequence including duration of activities, and ensure that the entire project scope is included. Prepare review letters and meet with the contractor to resolve all schedule related issues.

Daily Diaries: The Inspector will prepare detailed daily diaries including quantity measurements detailed by item number, item description, location, and measured quantity and diagrams (when necessary). The RE will maintain the project files including quantity logs.

Record Keeping/File Management: The RE will maintain the project files including the processing, review (when appropriate), and distribution of all project correspondence, Requests for Information (RFI's), submittals, materials logs, etc. All original documents will be maintained as part of the project records. All records will be kept, filed and logged by the RE.

Quantity Tracking: The Inspector will track, measure and verify quantities, calculations, locations and log the quantities in the appropriate quantities program.

Submittal Management: In cases where the City, the design engineers or the utility agencies must review the submittal, AECOM would log the submittal; review the submittal for proper content then forward the submittal to the appropriate individual for review. Upon receipt of the reviewed submittal, AECOM would forward it back to the contractor with approval or for further action as required. A complete submittal log would be maintained. Outstanding submittals and their status would be addressed at the weekly progress meetings. Otherwise, submittals will be reviewed by the RE.

Clarifications: Request for Information (RFI's): AECOM would coordinate and/or provide a response to all RFI's received from the contractor. RFI's received from the contractor would be logged, date-stamped, reviewed and responded to in a timely manner. If necessary, RFI's would be forwarded to the City or the design engineers for further response.

Submittal review and RFIs: AECOM design engineers will review and respond to RFI's and submittals as requested by the contractor. AECOM has estimated 60 hours (20 hours by Project Manager and 40 hours by Project Engineer) to coordinate provide clarifications and reviews.

Take-offs: The Inspector will perform quantity take offs in the office and field verification as and when needed.

Contractor Pay Requests: The RE will review contractor pay application requests and make approval recommendations to the City.

Materials Sampling & Testing: Quality Control (QC): The Inspector will monitor QC testing by the contractor in accordance with the contract QC requirements.

Monthly Reports: AECOM would prepare a monthly progress report outlining the project's current status relative to the baseline schedule. This report would include current project progress, summary of critical events and conflicts, contractor's percent complete, any outstanding project issues, approved changes, potential claims, current photographs of job progress, copies of the latest change order, submittal and RFI logs.

Construction Change Orders (CO): The RE will review the Contractor's request for CO. At that time the RE will agree/disagree and recommendations will be provided to the City for review and approval. All CO's will include an independent RE cost estimate. CO templates will be provided by the City or Contractor.

Punch List: Arrange for project walk-throughs, generate punch lists, ensure satisfactory corrective action is taken and participate in intermediate and/or final walk-through.

As-Built Record Drawings: Maintain a current set of red-lined as-built records of the project changes and provide them to the City or Engineer-of-Record (design consultant). The final record drawing will be the property of the City and shall include the sealed and signature of the architect/engineer of record. In addition to a hard copy, the final record drawings will be provided on computer disk in AutoCAD format.

Project Closeout: The RE will transmit daily diaries, weekly meeting minutes, and all other project documentation in hard copy format at the completion of all activities to the City. The storage boxes will be labeled detailing their contents.

ASSUMPTIONS AND EXCLUSIONS

Revisions to the design guidelines or changes in scope by the City of Glendale that affects the roadway/drainage design within two (2) weeks of submittals or any revision greater than 5%, shall be reviewed on a case-by-case basis as additional services; these changes may affect the scheduled completion of the documents and may be subject to additional fees.

AECOM's design fees are based upon three submittals 60%, 90%, and Final PS&E for approval by the City of Glendale. Responding to review comments generated by events, acts, or opinions that are beyond AECOM's control at the time of plan submittal is not in this scope of services and will be addressed, as agreed and authorized, under a contract change order.

The following tasks are not included in this scope of services:

- Acquisition of As-Built drawings;
- Structural design;
- Geotechnical investigations, analyses, recommendations, materials/compaction recommendations, pavement designs, soils report, paving evaluation report, or pavement structure design report;
- Dry utility coordination, utility engineering designs or details, excepts as noted in this scope of services;
- Submittals other than as noted in scope of services above;
- Coordination/Meetings other than as noted in the scope of services above;
- Detour plans, traffic control plans, construction phasing, or maintenance of traffic plans;
- Interim designs or phasing of designs;
- Lighting design or photometric analysis;
- Traffic analysis, traffic counts, or traffic studies;
- Utility relocations and/or design services except as specifically enumerated in this scope of services;
- SWPPP plans;
- Design services or plans for improvements extending beyond the roadway right-of-way;
- Architectural aesthetics design;
- Landscape architecture design/plans;
- Any environmental work/studies, except as specifically enumerated in this scope of services;
- Post design services including, but not limited to survey staking and review/interpretation of contract documents are not part of this scope, except as specifically enumerated in this scope of services;
- Warranty inspections;
- Other services not identified in this scope of services.

EXHIBIT C
Professional Services Agreement
“DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTION CAPACITY IMPROVEMENTS”
Project No. 1314__

SCHEDULE

See attached detailed project schedule.

Activity	Duration (Business Days)
Design/Permitting Completion	
Project Startup / Kick-Off	5
Survey and 60% Design	45
Over the Shoulder Review 60% Design	5
Prepare 90% Plans	25
City Review 90% Plans	20
Prepare 100% Plans	20
City Review 100% Plans	15
Final Approved Plans	10
Total Design Time	145
Environmental Clearance	
Business Outreach	45
Hazardous Materials (Phase I ESA and Lead Paint Survey)	40
Total Environmental Clearance Time	85
Right-of Way Acquisition	
Title Reports	25
Appraisals Requested	1
Offer to Purchase – Acquisition Package Documents Prepared	34
Appraisals Received by Acquisition Agent	10
Acquisition Packages (with appraisals) Reviewed and Approved by City	10
Offer Packages Approved & Presented to Owners – Negotiations	30
Purchase Agreements Signed & Escrow Opened/	15
Facilitation, Documents Executed	30
Escrow Closed, Deeds Recorded	30
File Closed and Submitted to City	15
Total ROW Acquisition Time	185

EXHIBIT D
Professional Services Agreement
“DESIGN SERVICES FOR OLIVE AVENUE AND 59TH AVENUE
INTERSECTION CAPACITY IMPROVEMENTS”
Project No. 1314__

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to AECOM, for full completion of all work required by the Project during the entire term of the Project must not exceed \$395,626.41

DETAILED PROJECT COMPENSATION

Project Name Design and Construction Fee Schedule	
TASK	COST
Task 100 – Project Management	\$19,025.00
Task 200 - Utilities Coordination	\$19,616.52
Task 300 – Business Owner Meetings	\$11,384.12
Task 400 – Roadway Design	\$48,585.59
Task 410 – Concept Development	\$32,347.96
Task 420 – Site Visit	\$825.56
Task 430 – Traffic Engineering/Design	\$29,353.00
Task 440 – Cost Estimates	\$5,813.94
Task 450 – Special Provisions	\$9,444.40
Task 500 – ROW Acquisition Support	\$29,105.08
Task 600 – Bid Advertisement	\$8,150.55
Direct Expenses	\$769.68
ESTIMATED PROJECT COST (Final Design)	\$214,421.40
Task 710 – Drainage Design (Andes Engineering)	\$10,918.33
Task 720 – Add-On Mapping (Geomatics Consulting Group)	\$3,150.63
Task 730 – Potholing (Horrocks Engineers)	\$4,710.00
Task 740 – ROW Acquisition (Tierra Right of Way)	\$62,600.00
Task 750 – ROW Environmental Clearance (Logan Simpson Design)	\$11,579.69
ESTIMATED PROJECT COST (Final Design - Subconsultants)	\$92,958.65
Task 800 – Construction Administration During Construction	\$66,479.20
Direct Expenses	\$1,767.16
ESTIMATED PROJECT COST (Construction Administration)	\$68,246.36
OWNER CONTINGENCY	\$20,000.00
TOTAL PROJECT COST:	\$395,626.41

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 16-128, **Version:** 1

RESOLUTION 5083: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR FEDERAL HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS FOR AN INFRASTRUCTURE RELATED SAFETY IMPROVEMENT PROJECT

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 a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for acceptance of Federal Highway Safety Improvement Program (HSIP) grant funds for an infrastructure related safety improvement project.

Background

The National Cooperative Highway Research Program (NCHRP) Report 493 has documented that Flashing Yellow Arrow (FYA) operation is safer and more effective than the simple circular green light and other signals at conveying to drivers that they need to yield before turning left. The City of Glendale will be converting left-turn movements at various signalized intersections to FYA operation with the purpose of improving safety and operations.

Analysis

The City conducted a study to evaluate and prioritize intersections for FYA installation. This IGA will fund the design and construction of FYA installation, left turn lane modifications for better visibility of on-coming traffic and improve visibility of signal heads at 12 priority locations listed below

- 59th Avenue & Peoria Avenue
- 59th Avenue & Bell Road
- 51st Avenue & Northern Avenue
- 51st Avenue & Olive Avenue
- 67th Avenue & Glendale Avenue
- 75th Avenue & Glendale Avenue
- 67th Avenue & Bell Road
- 59th Avenue & Bethany Home Road
- 59th Avenue & Thunderbird Road
- 59th Avenue & Northern Avenue
- 67th Avenue & Olive Avenue
- 51st Avenue & Peoria Avenue

In-house FYA installation projects covered within current budget allocation over next 10 months will retrofit 11 intersections with FYA. Additional FYA installation in the city is planned in future phases of the project.

Previous Related Council Action

On May 12, 2015, Council approved a Professional Services Agreement to conduct a study to evaluate and prioritize intersections for Flashing Yellow Arrow installation.

Community Benefit/Public Involvement

According to the NCHRP study, the installation of flashing yellow arrows at signalized locations will enhance safety and improve operations.

Budget and Financial Impacts

The total design and construction cost for the project is estimated at \$887,165.00. Federal grant aid funding of \$877,085 will require a local match of \$10,080. Funding is available in the FY 2016-2017 Traffic Mitigation Budget.

While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the City will be responsible for the additional costs. Since the funds listed in the IGA are estimates, staff requests flexibility in spending up to 10 percent of the total project cost in additional funds for both design and construction cost overruns.

Funds to maintain the FYAs and associated improvements are available in the FY 2016-17 Traffic Signals, and Signs and Markings Operating Budgets. Costs are estimated at approximately \$2,200 annually.

Cost	Fund-Department-Account
\$10,080	1660-16580-518200, Traffic Mitigation
\$2,000	1340-16810-513600, Traffic Signals
\$200	1340-16820-524400, Signs and Markings

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. 5083 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 15-0005677-I) FOR THE FLASHING YELLOW ARROWS PROJECT IN THE CITY OF GLENDALE.

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 Intergovernmental Agreement between the Arizona Department of Transportation and City of Glendale for the Flashing Yellow Arrows Project (IGA/JPA 15-0005677-I) be entered into, which agreement 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 any and all documents necessary to effectuate said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

ADOT CAR No.: IGA /JPA 15-0005677-I
AG Contract No.: P001 2016 000280
Project: Flashing Yellow Arrows
Section: Various Locations
Federal-aid No.: GLN-0(225)T
ADOT Project No.: T00031 01D 01C
TIP/STIP No.: GLN 16-407 & GLN 18-401
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Congress has established the Highway Safety Improvement Program (HSIP) as a core federal-aid program for the specific purpose of achieving a significant reduction in traffic fatalities and serious injuries on public roads. The State, the Federal Highway Administration (FHWA) and the City have identified systematic improvements within the City as eligible for this funding.

4. The improvements proposed in this Agreement, include three (3) safety countermeasures on all approaches at 12 arterial-to-arterial signalized intersections; 1.) Replace existing left-turn protected/permissive phased signals with flashing yellow arrows (FYA) signals, 2.) Remove raised medians and/or stripe left-turn lanes to create a positive offset, and 3.) Install three (3) inch yellow retroreflective sheeting on signal backplates herein after referred to as the "Project". The City will use an ADOT on-call consultant for the design, and the State will facilitate contracting the design consultant and oversee the City's administration of the design. The State will administer the construction of the Project and will prepare the plans, estimates, and specifications for the Project and submit to the Federal Highway Administration (FHWA) for its review and approval.

5. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

6. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0031 01D (scoping/design):

Federal-aid funds @ 94.3% (capped)	\$ 32,245.00
City's match @ 5.7%	\$ 1,949.00
Federal-aid funds contribution @ 100%	<u>\$ 142,064.00</u>
Subtotal – Scoping/Design*	\$ 176,258.00

T0031 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 134,510.00
City's match @ 5.7%	\$ 8,131.00
Federal-aid funds contribution @ 100%	<u>\$ 568,266.00</u>
Subtotal – Construction**	\$ 710,907.00
TOTAL Estimated Project Cost	\$ 887,165.00
Total Estimated City's Funds	\$ 10,080.00
Total Federal Funds	\$ 877,085.00

* (ADOT Project Management & Design Review (PMDR) Cost is included)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.

b. Execute this Agreement, and prior to performing or authorizing any work, invoice the **City** for the City's share of the PMDR cost and the Project design costs, estimated at **\$1,949.00**. If PMDR costs increase during the development of design, invoice the City in increments of \$5,000.00 to cover additional PMDR costs. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review and design costs.

c. After receipt of the PMDR costs and the City's share of the Project design costs, on behalf and with consent of the City, contract with one of ADOT's on-call consultants ("Consultant") to prepare and provide all pertaining documents for the scoping/design of the Project; review and approve documents required by FHWA to qualify certain projects for and to receive federal funds, incorporating comments from the City, as appropriate. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement.

d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for the design of this Project be approved. Should costs exceed the maximum federal funds available it is understood and agreed that the City will be responsible for any overage.

e. After completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **\$8,131.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. Deobligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. After receipt of the City's estimated share of the Project construction costs, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

g. Upon FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract(s) with a firm(s) for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract.

h. Be granted, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

i. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design service as required and requested throughout and upon completion of the construction phase of the Project. Upon completion of the construction phase of the Project, require its consultant to provide an electronic version of the as-built plans to the City.

j. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

k. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Designate the State as authorized agent for the City for the Project.

b. Within thirty (30) days of receipt of an invoice from the State, pay the initial PMDR costs, and the City's Project design costs, estimated at **\$1,949.00**. If, during the development of the design,

additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual design review and design costs of the Project.

c. Review design plans, specifications and other such documents and services required for the construction bidding and installation of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds. Provide design review comments to the State as appropriate.

d. After completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the City's Project construction costs estimated at **\$8,131.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

g. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

h. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be Responsible for the cost of any requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

j. Upon notification of Project completion, agree to accept, maintain and assume full responsibility of the Project in writing

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be

cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual Project costs and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS

Attn: Cost Accounting Administrator

206 S 17th Ave. Mail Drop 204B

Phoenix, AZ 85007

SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Kiran Guntupalli
6210 W Myrtle Ave. Ste. 112
Glendale, AZ 85301
(623) 930-2951

For Project Administration:

Arizona Department of Transportation
Transportation System Planning &
Implementation
1611 West Jackson Street
Phoenix, AZ 85007

City of Glendale
Attn: Kiran Guntupalli
6210 W Myrtle Ave. Ste. 112
Glendale, AZ 85301
(623) 930-2951

For Financial Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Vicki Rios
5850 W. Glendale Ave
Glendale, AZ 85301
(623) 930-2480

17. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
ITD Director

ATTEST:

By _____
PAMELA HANNA
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2016.

City Attorney



Legislation Description

File #: 16-131, Version: 1

RESOLUTION 5084: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR ACCEPTANCE OF FEDERAL TRANSIT ADMINISTRATION GRANT FUNDS

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 a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the City of Phoenix for acceptance of Federal Transit Administration (FTA) grant funds for transit services.

Background

The City of Phoenix is the designated recipient for all federal funds in this region, and this IGA with Phoenix will provide reimbursement toward capital and operating expenses, thereby reducing Glendale's cost for new and existing transit services.

There are three grants contained within this IGA. They are listed below with a quick summary of projects they will fund along with the amount of federal funds allocated for each project and the associated match amounts.

AZ-90-X136 will fund three Dial-A-Ride replacement buses, preventative maintenance assistance on the transit fleet, provide operating assistance for fixed route service on 59th Ave and Bethany Home Road, and provide construction funds for the construction of the park-and-ride located along the Loop 101, north of Union Hills Drive. The total amount of federal funds in this grant is \$4,338,505 with a match of \$1,378,889. Of the match amount, \$506,141 will come from Transportation's GO Program; the rest of the match (\$872,748) will come from regional Public Transportation Funds (PTF) funded through Proposition 400.

AZ-90-X137 will provide funding assistance for upgrade of existing security cameras and/or additional security equipment, and associated hardware/software at the park-and-ride located at 99th and Glendale Avenues. The total amount of federal funds in this grant is \$11,135 with a local match of \$2,784, which will come from Transportation's GO Program.

AZ-16-X005 will provide operating assistance for Transit's Taxi Voucher Program. The total amount of federal funds in this grant is \$62,500 with a local match of \$62,500. This match will also come from Transportation's GO Program.

Analysis

The park-and-ride facility is part of both Glendale's and the Region's Transportation Plan. A 2007 study

confirmed the need for a park-and-ride facility and a transit center in north Glendale to serve the local and express bus routes currently operating in that area, as well as future expansion routes. A location for the park-and-ride has been identified and staff is working with FTA, the City of Phoenix and the land owner on acquiring the parcel. An updated appraisal and a professional review of the appraisal of the parcel is currently being reviewed by FTA for concurrence and approval. Upon FTA's approval, the city will present the offer to the owner. Once the city has acquired the identified parcel, work will begin on final design. It is expected final design will be completed in the September - October 2016 timeframe. Once final design is complete, staff will begin the process of putting together a Request for Proposal (RFP) for construction of the facility. Staff anticipates construction of the facility to begin in early 2017.

The purchase of the Dial-A-Ride replacement buses are part of the fleet replacement program. The operating assistance for the two fixed routes and preventative maintenance program will lower the city's operating costs by a total of \$446,850.

The Taxi Voucher Program provides Glendale residents an additional option to existing transportation services for repetitive essential medical therapies, such as dialysis or chemotherapy. Currently, there are over 50 people enrolled in the program. The program pays 75% of the taxi fare up to a maximum amount of \$15.00 with the resident paying the remaining 25%.

Previous Related Council Action

On August 25, 2015, Council approved formal adoption of the first FTA grant containing funding for land acquisition and construction of the park-and-ride.

On September 22, 2015, Council approved the Taxi Voucher Program as a pilot.

Community Benefit/Public Involvement

Having a dedicated park-and-ride facility at this location will encourage transit use by the public, given the easy access to Loop 101. All parking spaces will be covered and the facility will be monitored through the use of security cameras. To accommodate express bus users, the city is currently using two temporary locations for park-and-ride services-one at Arrowhead Towne Center and the other at the Foothills Recreation and Aquatics Center on Union Hills Drive. Once the new park-and-ride facility is completed, all express operations will move to the new location.

Transit services and programs provide a benefit to Glendale residents and visitors. These grant funds will provide operating assistance and improvements that will promote the continuation of quality and reliable services.

Budget and Financial Impacts

The total cost for all projects associated with these grants is \$5,856,313. Of this amount, \$4,412,140 is federal funds. The required match totals \$1,444,173. The Regional Public Transportation Authority (RPTA) will provide \$872,748 and the remaining match amount of \$571,425 will come from Transportation's GO Program.

Glendale's local match will be paid from the accounts listed below.

Cost	Fund-Department-Account
\$26,762	1660-16530-532400, Dial-A-Ride, Shop Charges
\$84,381	2210-65080-550800, Bell/101 Park & Ride/Transit Ctr
\$460,282	1660-16540-518200, Fixed Route, Professional and Contractual

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5084 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NOS. AZ-90-X136, AZ-90-X137 AND AZ-16-X005 RELATING TO TRANSIT SERVICES.

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 an Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix for Grant Nos. AZ-90-X136, AZ-90-X137 and AZ-16-X005 relating to transit services be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

AGREEMENT NO. _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GLENDALE**

(Grant Pass-through Agreement)

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Phoenix, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "PHOENIX") and City of Glendale, a municipal corporation, duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "SUB-RECIPIENT").

RECITALS

WHEREAS, the City Manager of PHOENIX, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, PHOENIX has Charter authority to provide transit services and Charter and statutory authority to enter into Agreements with other entities within the Phoenix Urban Area to provide transit services [A.R.S. Section 11-951, et seq.; Chapter 2, Section 2, Subsections (c)(i) and (l), Charter of the City of Phoenix, 1969]; and,

WHEREAS, except as prohibited by the constitution of this state, or restricted by its Charter, SUB-RECIPIENT has broad statutory and Charter authority to exercise all of "the powers granted to municipal corporations and to cities by the constitution and laws of this state and by (its) charter, together with all the implied powers necessary to carry into execution all the powers granted. . . . (l)t (being) intended that (SUB-RECIPIENT) shall have and may exercise all powers which under the constitution of this state it would be competent for (SUB-RECIPIENT's) charter to specifically enumerate." (Article I, Section 3, Charter of the City of Glendale); and to enter into intergovernmental agreements with other governmental entities (Article I, Section 3, Charter of the City of Glendale; A.R.S. Section 11-951, et seq.); and,

WHEREAS, the laws of the state of Arizona authorize municipalities to: (1) "engage in any business or enterprise which may be engaged in by persons by virtue of a franchise from the municipal corporation . . ." [A.R.S. Section 9-511 (A)]; (2) to "appropriate and spend public monies" on activities that "will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of (its) inhabitants . . ." [A.R.S. Section 9-500.11]; and, (3) to "be vested with all the powers of incorporated towns as set forth in title 9, in addition to all powers vested in them

pursuant to their respective charters, or other provisions of law . . .” [A.R.S. Section 9-499.01]; and,

WHEREAS, transit activities are one of the types of activities authorized pursuant to the aforementioned statutory and Charter authority and such powers do not conflict with any of the provisions of SUB-RECIPIENT’s charter; and,

WHEREAS, Chapter 53 of 49 United States Code (formerly the Federal Transit Act of 1964, as amended), makes financial aid available to municipalities and local units of government showing a substantial effort toward the preservation, improvement and operation of mass transit systems; and,

WHEREAS, PHOENIX successfully applied to the Federal Transit Administration (FTA) for a FTA grant for the purpose of performing the work as set forth in Exhibits “A.1,” “A.2” and “A.3” hereto and same was awarded as Grant Nos. AZ-90-X136, AZ-90-X137, A-Z16-X005; and,

WHEREAS, SUB-RECIPIENT shall receive funds from said Grants and perform the work as required therein all as set forth in Exhibits “A.1,” “A.2” and “A.3” hereto which Exhibits are, by this reference, incorporated herein as though fully set forth; and,

WHEREAS, PHOENIX and SUB-RECIPIENT have been authorized by their respective Councils to enter into this Agreement; NOW, THEREFORE,

AGREEMENT

IT IS HEREBY AGREED, by and between the parties, as follows:

1. Grant Reimbursement. PHOENIX agrees to reimburse SUB-RECIPIENT for the federal share of the purchase of item/services shown in the “Project Description” box on Exhibits “A.1,” “A.2” and “A.3.” For any indirect costs charged to the grant, SUB-RECIPIENT shall provide an approved cost allocation plan/indirect cost rate in accordance with 2 CFR Part 200 prior to receiving reimbursement. Reimbursement shall not exceed the federal funds allocated to SUB-RECIPIENT, unless approved in writing by PHOENIX. The federal funds allocated to SUB-RECIPIENT under this Agreement shall not exceed \$4,412,140. SUB-RECIPIENT shall provide the required local match for these projects. No reimbursements shall be made unless all required reports have been submitted. Projects must be completed and reimbursement must be requested within thirty (30) months of the grant award by the FTA, i.e., the FTA obligation date. The thirty (30) month duration shall be the term of the Agreement. Funding for uncompleted and unbilled projects will be reassigned at the discretion of PHOENIX, as needed to close out the grant.
 - A. Application for reimbursement of federal share.

SUB-RECIPIENT shall submit their application for reimbursement of federal share to:

City of Phoenix
Public Transit Department
Fiscal Services Division, Accounts Payable Section
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, AZ 85003

The cover letter must identify the City of Phoenix contract number and the period for which the application is submitted.

SUB-RECIPIENT shall submit its application with the reimbursement request form that is attached as **Exhibit "B"** to this Agreement.

B. Backup Documentation.

The application for reimbursement must be accompanied by detailed backup documentation for all eligible expenses. At a minimum the documentation shall include, but is not limited to, the following.

1. A listing of all invoiced costs with vendors and payment dates.
2. Copies of paid invoices received from vendors for purchases of supplies and services and corresponding proof of payment such as cancelled checks or bank statements.
3. All purchases of vehicles shall be accompanied with "Vehicle Inventory Record" form.
4. All other asset purchases shall be accompanied with a "Capital Asset Purchase" form.
5. All reimbursements for staff time must include a verification of all hours billed, including copies of all applicable timecards or other time reporting documentation.
6. Such other documentation as PHOENIX or the FTA may require.
7. All reimbursements for indirect costs must be accompanied by an approved cost allocation plan on file with SUB-RECIPIENT'S cognizant federal agency.

2. Exhibits and Incorporation by Reference. Attached hereto are the following Exhibits each of which is, by this reference, incorporated herein as though fully set forth.

Exhibit A Federal Grant Pass Through Agreement Detail Summary

Exhibit B FTA Grant Expenditure Reimbursement Request Application

- Exhibit C Required Reports
- Exhibit D Required Federal Provisions
- Exhibit E Partial List of Applicable Laws
- Exhibit F Master Grant Agreement, Table of Contents
- Exhibit G Required Local Provisions

3. Sub-recipient Performance. SUB-RECIPIENT shall complete the project for which grant funds have been awarded in a proper and timely manner. SUB-RECIPIENT further acknowledges that it is responsible for complying with all federal, state, and local requirements required under the grant. SUB-RECIPIENT agrees that failure to comply with all applicable requirements may result in the withholding of grant funds to SUB-RECIPIENT for the specific grant.
4. Insurance. SUB-RECIPIENT acknowledges that it has adequate insurance to cover the projects that are provided in Exhibits "A.1," "A.2" and "A.3" in the event of damage or complete loss.
5. Indemnification. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
6. Notice. Any notice, consent, or other communication ("NOTICE") required or permitted under this Agreement shall be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If intended for SUB-RECIPIENT:

Kevin Link
Interim - Transit Manager
City of Glendale
6210 W. Myrtle Ave., Suite S
Glendale, AZ 85301-1700
Telephone: (623) 930.3508
FAX: (623) 931.6960

If intended for PHOENIX:

Maria Hyatt
Public Transit Director
Public Transit Department
City of Phoenix
302 N. 1st Ave.; Suite 900
Phoenix, Arizona 85003
Telephone: (602) 262.7242
FAX: (602) 495.2002

Notice shall be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as above provided. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address, FAX number, or the person to receive notice by notifying the other party as provided in this section.

Notice sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

7. Effective Date: This Agreement shall be in full force and effect upon approval of the Councils of PHOENIX and SUB-RECIPIENT. The effective date is the date provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF PHOENIX, ARIZONA
Ed Zuercher, City Manager

By _____
Maria Hyatt
Public Transit Director

ATTEST:

City Clerk - PHOENIX

APPROVED AS TO FORM:

Acting City Attorney - PHOENIX

APPROVED BY PHOENIX CITY COUNCIL BY FORMAL ACTION ON 10-21-15.

CITY OF GLENDALE, ARIZONA
A Municipal Corporation

By _____

ATTEST:

APPROVED AS TO FORM:

City Clerk - GLENDALE

City Attorney for GLENDALE

APPROVED BY SUB-RECIPIENT'S GOVERNING BODY BY FORMAL ACTION ON:

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of Section 11-952(D), Arizona Revised Statutes, each of the undersigned attorneys acknowledge: (1) that they have reviewed the above Agreement on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Attorney for PHOENIX

Attorney for SUB-RECIPIENT

801934v1

EXHIBIT "A.1"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-90-X136				
CFDA: 20.507				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave. Suite S Glendale, AZ 85301				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$5,717,394		
• Federal Share of TEPC:		\$4,338,505		
• Local Share/Match of TEPC:		\$1,378,889		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.12.04	Purchase bus <30' – replace 3 (dial-a-ride)	\$37,887	\$214,689	\$252,576
11.33.04	Construct regional park-and-ride/transit center	\$919,242	\$3,676,966	\$4,596,208
11.7A.00	Preventive maintenance	\$26,762	\$107,048	\$133,810
30.09.00	Operating Assistance – Route 59	\$200,000	\$200,000	\$400,000
30.09.00	Operating Assistance - Route 60	\$194,998	\$139,802	\$334,800

EXHIBIT "A.1"

EXHIBIT "A.2"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-90-X137				
CFDA: 20.507				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave. Suite S Glendale, AZ 85301				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$13,919		
• Federal Share of TEPC:		\$11,135		
• Local Share/Match of TEPC:		\$2,784		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.42.09	Transit security	\$2,784	\$11,135	\$13,919

EXHIBIT "A.2"

EXHIBIT "A.3"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-16-X005				
CFDA: 20.513				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave. Suite S Glendale, AZ 85301				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$125,000		
• Federal Share of TEPC:		\$62,500		
• Local Share/Match of TEPC:		\$62,500		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
30.09.00	Operating Assistance - Taxi voucher program	\$62,500	\$62,500	\$125,000

EXHIBIT "B"

FTA Grant Expenditure Reimbursement Request Application

The information provided will be used by the City of Phoenix Public Transit Department (PTD) to monitor sub-recipient expenditures for FTA-funded projects and disburse FTA funds for eligible costs. No further FTA funds may be disbursed unless this report is completed and submitted as required.

SUB-RECIPIENT ORGANIZATION NAME AND ADDRESS	GRANT AGREEMENT NUMBER	REQUEST NO.
REPORTING PERIOD (Dates)		
FROM:		TO:

	TOTAL	LOCAL MATCH	FTA SHARE
TOTAL ELIGIBLE PROJECT COSTS	\$ -	\$ -	\$ -
TOTAL PREVIOUS PAYMENTS	\$ -	\$ -	\$ -
CURRENT REIMBURSEMENT REQUESTED	\$ -	\$ -	\$ -
REMAINING FUNDING	\$ -	\$ -	\$ -

REQUIRED SIGNATURES

This document must be signed by the sub-recipient's Transit Manager and Chief Financial Officer or their designated representative(s).

CERTIFICATION

We certify the financial expenditures submitted for reimbursement with this report, including supporting documentation, are eligible and allowable expenditures, have been incurred compliant with all applicable Federal laws and regulations, have not been previously requested, and all matching requirements have been met. In addition, we understand that any discovery of a violation of a Federal law or regulation, or failure to follow any applicable Federal directives may result in withdrawal of federal participation.

SIGNATURE OF TRANSIT MANAGER OR DESIGNEE	DATE
--	------

TYPED OR PRINTED NAME AND TITLE	TELEPHONE
---------------------------------	-----------

SIGNATURE OF CHIEF FINANCIAL OFFICER OR DESIGNEE	DATE
--	------

TYPED OR PRINTED NAME AND TITLE	TELEPHONE
---------------------------------	-----------

Instructions

1. Keep a copy of all documents submitted.
2. All project records, including financial records, must be maintained for 3 years beyond the later of asset disposal or final close-out of the grant with FTA.

<i>For PTD use only</i>	
Date request received: -	Approved for funds availability (signature/date)

EXHIBIT “C”

Required Reports

SUB-RECIPIENT agrees to submit reports and statements or plans as now or hereafter required by PHOENIX or the FTA. Quarterly reports are due on or before the 15th of the month following the end of the quarter, i.e., October 15, January 15, April 15 and July 15; and annual reports are due ninety days (except NTD Report which shall be due 150 days) after the end of the fiscal year (July 1 - June 30). Drug and Alcohol Reports are due January 31 for the previous calendar year.

REPORT	FREQUENCY	DESCRIPTION
DBE Reports	As required by PHOENIX	DBE Participation, Utilization, Annual Goal Setting, Progress, and Information reports
Grant Status Report	Quarterly	Status of each project by grant number
NTD Report – Close Out Letter	Annually	Copy for information only
Fixed Assets Status Report	Annually	Inventory of all FTA funded assets
Single Audit Report	Annually	Copy of federally required audit
Drug and Alcohol Reports	Annually	FTA Drug and Alcohol Testing
<u>5310 FTA Grants</u>		
Grant Performance Information	Annually or as required by FTA	Evaluation of Grant Accomplishments

The reports and required submissions listed above may be increased, revised, reorganized, deleted or changed as required by FTA guidelines. **All reports must be current before any FTA funds will be disbursed by PHOENIX.**

EXHIBIT “C”

EXHIBIT "D"

Required Federal Provisions

1. SUB-RECIPIENT shall permit the authorized representatives of PHOENIX, the United States Department of Transportation, and the Controller General of the United States to inspect and audit all data, books, records and reports relating to this Agreement and SUB-RECIPIENT's performance hereunder. PHOENIX's audit shall be at SUB-RECIPIENT's sole cost and expense. All required records shall be maintained for a minimum of three years, after the grant has been formally closed.
2. Both parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and, further, that no member or delegate to Congress, the City Council or any employee of PHOENIX or SUB-RECIPIENT, has any interest, financial or otherwise, in this Agreement.
3. SUB-RECIPIENT shall fully comply with the Disadvantaged Business Enterprise (DBE) Regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26 and with the FTA-approved aspirational goal submitted by PHOENIX as the recipient on behalf of the region. SUB-RECIPIENT shall abide by all stipulations, regulations, and procedures set forth in the FTA-approved City of Phoenix DBE Program Plan. The Transit Civil Rights Officer of the City of Phoenix Public Transit Department and representative(s) of the City of Phoenix Equal Opportunity Department will meet annually with SUB-RECIPIENT to cooperatively determine DBE participation for all FTA assisted projects.
4. In performing the services for which federal funding is provided under this Agreement, SUB-RECIPIENT agrees to comply with all laws, rules, regulations, standards, orders or directives (hereinafter "Laws") applicable to this Agreement, to the services provided pursuant to this Agreement, and to PHOENIX as the designated recipient of FTA funding. The Laws referred to above include federal, state and local laws, and include, but is not limited to, those items set forth in Exhibit "D."

5. The parties acknowledge that federal funds are being used for the work, services and/or operations provided under this Agreement. In that regard the City of Phoenix, as the designated grant recipient, is obligated to accept and comply with all of the terms and conditions set forth in the Federal Transit Administration (FTA) Master Grant Agreement. In order for SUB-RECIPIENT to receive funding under this Agreement with the City of Phoenix, SUB-RECIPIENT is required to similarly accept and comply with all such terms and conditions and SUB-RECIPIENT does hereby specifically agree to be bound thereby. A copy of the Master Grant Agreement has been provided to SUB-RECIPIENT and additional copies are available from the City of Phoenix. The Master Grant Agreement for FY2015 and any subsequent revisions are, by this reference, incorporated herein as though fully set forth. Further, a summary of some of the terms of the Master Grant Agreement, as set forth its Table of Contents, are attached hereto as Exhibit "F" and are, by this reference, incorporated herein. The items listed in Exhibit "F" are illustrative only and are set forth in the Exhibit for SUB-RECIPIENT's ease of reference; SUB-RECIPIENT is solely responsible for complying with all of the terms and conditions of the Master Grant Agreement and any subsequent revisions whether or not they are set forth in Exhibit "F".
6. SUB-RECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) and agrees to comply with the IRCA in the performance of this Agreement.
7. SUB-RECIPIENT shall fully comply with Equal Employment Opportunity (EEO) regulations of the U.S. Department of Transportation (USDOT) Federal Transit Administration (FTA) Circular 4704.1. SUB-RECIPIENT shall provide an EEO Program Plan when they employ 50 or more transit-related employees and requests or receives capital or operating assistance under Section 3, 4(i), or 9 of the UMT Act; assistance under 23 U.S.C. 142 (a) (2) or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; or requests or receives planning assistance under Section 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year. SUB-RECIPIENT shall fully comply with EEO regulations as they pertain to subcontractors. Any subcontractor with 50 or more transit-related employees shall provide an EEO Program Plan.

EXHIBIT "E"

Partial List of Applicable Laws

- A. Federal Codes. SUB-RECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives federal financial assistance, directly or indirectly, from the Department of Transportation, including the Federal Transit Administration, and hereby gives assurance that it will promptly take any measures necessary to effectuate this Agreement. This assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, SUB-RECIPIENT hereby gives the following specific assurances with respect to the project:

1. SUB-RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with a project under 49 U.S.C. chapter 53 and, in adapted form in all proposals for negotiated agreements:

CONTRACTOR, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, non-discrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders and proposers that it will affirmatively ensure that in regard to any contract or procurement entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids and proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

2. If SUB-RECIPIENT carries out a program of training under Section 5312 of Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to make selection of the trainee or fellow without regard to race, color, sex or national origin.
3. Where SUB-RECIPIENT receives federal financial assistance to carry out a program under Title 49, United States Code chapter 53, the assurance shall obligate SUB-RECIPIENT to assign transit operators and to furnish transit operators without regard to race, color, sex or national origin.
4. Where SUB-RECIPIENT carries out a program under Title 49, United States Code chapter 53, routing, scheduling, quality of service, frequency of service, age and quality of vehicles assigned to routes, quality of stations serving different routes and location of routes may not be determined on the basis of race, color, sex or national origin.
5. This assurance obligates SUB-RECIPIENT for the period during which federal financial assistance is extended to the project.
6. SUB-RECIPIENT shall provide for such methods of administration for the program as are found by PHOENIX to give reasonable guarantee that it, its contractors, sub-contractors, transferee's, successors in interest and other participants under such program will comply with all requirements imposed or pursuant to 49 U.S.C. chapter 53, the Regulations and this assurance.
7. SUB-RECIPIENT agrees that PHOENIX has a right to seek judicial enforcement with regard to any matter arising under 49 U.S.C. chapter 53, the Regulations and this assurance.

B. Compliance with FTA Regulations. During the performance of this Agreement, SUB-RECIPIENT, for itself, its assignees and successors in interest agrees as follows:

1. SUB-RECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by this reference and made a part of this contract.
2. With regard to the work performed by it during the contract, SUB-RECIPIENT shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement and leases of equipment.

3. In all solicitations, either by competitive bidding or negotiation, made by SUB-RECIPIENT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by SUB-RECIPIENT of the sub-contractor's obligations under this Agreement and the Regulations relative to non-discrimination on the grounds of race, color, sex or national origin.
4. SUB-RECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by PHOENIX or the FTA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of SUB-RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, SUB-RECIPIENT shall so certify to PHOENIX, or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. In the event of SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this contract, PHOENIX shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to SUB-RECIPIENT under the grant award until SUB-RECIPIENT complies; and/or,
 - b) Cancellation, termination or suspension of this Agreement, in whole or in part.
6. SUB-RECIPIENT shall include the FTA provisions included in paragraphs 1 through 4 of Section B, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. SUB-RECIPIENT shall take such action with respect to any sub-contract or procurement as PHOENIX or the FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that, in the event SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, SUB-RECIPIENT may request that PHOENIX enter into such litigation to protect the interests of PHOENIX, and, in addition, SUB- RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

7. SUB-RECIPIENT hereby adopts the Title VI investigation and tracking procedure developed by PHOENIX. SUB-RECIPIENT agrees that PHOENIX personnel shall conduct Title VI investigations. The determinations made by PHOENIX of Title VI complaints shall be binding upon SUB-RECIPIENT. SUB-RECIPIENT shall maintain a list of any active Title VI investigations conducted by any governmental entity, including PHOENIX and shall maintain a Title VI complaint log of closed investigations for three (3) years. SUB-RECIPIENT shall provide information to the public concerning its Title VI obligations and apprise the public of protections offered by Title VI.
8. SUB-RECIPIENT specifically avows that, where applicable, it is and will provide fair and equitable labor protective arrangements, as reflected in 49 U.S.C. 5333(b), otherwise known as 13(c).
9. SUB-RECIPIENT shall comply with the following Statutes and Regulations:
 - 18 U.S.C. 1001
 - Section 5323(d) of 49 U.S.C. chapter 53
 - Section 5323(f) of 49 U.S.C. chapter 53
 - Section 5309(i) of 49 U.S.C. chapter 53
 - Section 5301 of 49 U.S.C. chapter 53
 - Section 5326 of 49 U.S.C. chapter 53
 - Section 5329 of 49 U.S.C. chapter 53
 - Section 5337 of 49 U.S.C. chapter 53
 - Section 5333 of 49 U.S.C. chapter 53 which requires compliance with applicable labor requirements.
 - Section 5310 of 49 U.S.C. chapter 53 which provides, among other things, for the planning and design of mass transportation facilities to meet the special needs of senior persons and persons with disabilities.
 - Section 5332 of 49 U.S.C. chapter 53 which, among other things, prohibits discrimination on the basis of race, color, creed, national origin, sex or age.

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d which, among other things, prohibits discrimination on the basis of race, color or national origin by recipients of federal financial assistance.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e which, among other things, prohibits discrimination in employment.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 which, among other things, prohibits discrimination on the basis of disability.

49 CFR Subtitle B, Chapter VI et seq. regulations promulgated by FTA.

49 CFR Parts 21, 23, 25, 26 and 27 regulations promulgated by the Department of Transportation governing Title VI, Minority Business Enterprise (Disadvantaged Business Enterprise/ Women's Business Enterprise), Relocation and Land Acquisition and Nondiscrimination on the basis of disability, respectively.

46 CFR Part 381 regulations promulgated by the Maritime Administration governing cargo preference requirements.

36 CFR Part 800 regulations promulgated by the Advisory Council on Historic Preservation.

31 CFR part 205 regulations promulgated by the Department of the Treasury governing letter of credit.

40 CFR Part 15 regulations promulgated by the Environmental Protection Agency pertaining to administration of clean air and water pollution requirements.

29 CFR Parts 5 and 215 regulations promulgated by the Department of Labor pertaining to construction labor and transit employee protections.

- C. Drug and Alcohol Testing. SUB-RECIPIENT shall have in place, maintain, and implement a plan and a program for compliance with U.S. DOT Drug and Alcohol Regulations, as specified in 49 CFR Part 40, 49 CFR 653 and 49 CFR 654. Said plan and program shall be modified to incorporate and comply with such other regulations as were adopted in the USDOT and published in the Federal Register as of February 14, 1994 and any subsequent changes thereto.

EXHIBIT “F”

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

MASTER AGREEMENT

**For Federal Transit Administration Agreements authorized by
49 U.S.C. chapter 53, as amended, Title 23, United States Code (Highways),
the Moving Ahead for Progress in the 21st Century Act (MAP-21),
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
(SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008,
or other Federal laws that FTA administers.**

FTA MA(21) October 1, 2014

<http://www.fta.dot.gov>

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EXHIBIT "G"

Required Local Provisions

1. Transactional Conflicts of Interest. All parties hereto acknowledge that this Agreement is subject to cancellation by either party pursuant to the provisions of A.R.S. Section 38-511.
2. Assignability; Successors and Assigns. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned, in whole or in part, by SUB-RECIPIENT without the prior written consent of PHOENIX. Any attempt to assign without such prior written consent shall be void.
3. Employment and Organization Disclaimer. This Agreement is not intended to, and will not, constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind as existing between the parties, and the rights and the obligations of the parties shall be only those expressly set forth herein. Neither party is the agent of the other nor is neither party authorized to act on behalf of the other party. SUB-RECIPIENT shall be liable to PHOENIX for any financial liability arising from any finding to the contrary by any forum of competent jurisdiction.
4. Entire Agreement; Modification (No Oral Modification). This Agreement, and any Exhibits, Attachments, or Schedules attached hereto, constitute the full and complete understanding and agreement of the parties. It supersedes and replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter. There shall be no oral alteration or modification of this Agreement; this Agreement and its terms, may not be modified or changed except in writing signed by both parties.
5. Invalidity of Any Provisions. This Agreement shall remain in full force and effect even if one or more of its terms or provisions have been held to be invalid or unenforceable. Such a holding shall result in the offending term or provision being ineffective to the extent of its invalidity or unenforceability without invalidating the remaining terms and provisions hereof; this Agreement shall thereafter be construed as though the invalid or unenforceable term or provision were not contained herein.

6. Compliance with Laws, Permits and Indemnity. SUB-RECIPIENT shall comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments. Further, SUB-RECIPIENT shall be solely responsible for obtaining all approvals and permits necessary to perform the work called for under this Agreement. In addition, SUB-RECIPIENT shall indemnify, defend, save and hold harmless PHOENIX from all loss, cost and damage by reason of any violation of the provisions of this paragraph and from any liability including, but not limited to, fines, penalties and other costs arising therefrom.
7. Applicable Law and Litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any and all litigation between the parties arising from this Agreement shall be litigated solely in the appropriate state court located in Maricopa County, Arizona.
8. Inspection and Audit. The provisions of Section 35-214, Arizona Revised Statutes, shall apply to this Agreement. PHOENIX shall perform the inspection and audit function specified therein.
9. Non-waiver. Should PHOENIX fail or delay in exercising or enforcing any right, power, privilege or remedy under this Agreement such failure or delay shall not be deemed a waiver, release or modification of the requirements of this Agreement or of any of the terms or provisions thereof.
10. Labor Protective Provisions. SUB-RECIPIENT shall fully cooperate with PHOENIX in meeting the legal requirements of the labor protective provisions of Section 5333(b) of Title 49 U.S. Code [formerly Section 13(c) of the Federal Transit Act of 1964, as amended (49 U.S.C. 1609)] and the Labor Agreements and side letters currently in force and certified by the United States Department of Labor. Changes, including changes in service and any other changes that may adversely affect transit employees, shall be made only after due consideration of the impact of such changes on Section 5333(b) protections granted to employees. SUB-RECIPIENT shall defend and indemnify PHOENIX from any and all claims and losses due, or alleged to be due, in whole or in part, to the consequences of changes made by SUB-RECIPIENT, that were not requested by PHOENIX which result in grievances, claims and/or liability.



Legislation Description

File #: 16-136, **Version:** 1

RESOLUTION 5085: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION OF 59TH AVENUE AND OLIVE AVENUE INTERSECTION SAFETY IMPROVEMENTS USING FEDERAL HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS

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 a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) for acceptance of Federal Highway Safety Improvement Program (HSIP) funds for right-of-way acquisition and construction of safety improvements at the intersection of 59th Avenue and Olive Avenue.

Background

The intersection of 59th and Olive Avenues is one of the busiest intersections in the City of Glendale, serving about 53,200 vehicles per day. Based on a thorough evaluation of safety and traffic geometry as well as demand, both safety and capacity enhancements are warranted at this location. Improvements will be constructed in two phases (safety and capacity) due to funding constraints as a result of using federal funds for the safety enhancements.

A Road Safety Assessment (RSA) for the 59th and Olive avenues intersection identified near- and long-term safety improvement projects. Near-term enhancements included striping and signal modifications, which have already been implemented. Long-term changes encompassed installation of raised medians, street lighting, bus bay modifications, and sidewalk improvements. These are the improvements included in this safety phase of the project.

Analysis

The intersection of 59th and Olive avenues has the highest incidence of collisions in Glendale, with over 266 crashes over a five-year period (2010 - 2014), including five serious injury collisions. Federal HSIP funding has been identified and secured for design, right-of-way acquisition and construction of safety improvements in Fiscal Years (FY) 2013-14, 2015-16, and 2016-17, respectively. Design for this project is currently underway.

Previous Related Council Action

On May 27, 2014 City Council authorized entering into an IGA with ADOT to design 59th and Olive Avenue

intersection safety improvements.

Community Benefit/Public Involvement

A safe and efficient transportation system is a quality-of-life issue for Glendale residents. The construction of safety enhancements will directly impact the operation of this intersection. Due to its close proximity to Glendale Community College, there is a high volume of pedestrians, bicyclists and transit users at the 59th and Olive avenues intersection that will benefit from these safety enhancements.

Budget and Financial Impacts

The total estimated cost for right-of-way acquisition and construction of the safety improvements phase of this project is anticipated to be \$1,676,324. Federal HSIP funds in the amount of \$1,585,926 are programmed in the regional Transportation Improvement Program for this project. The City of Glendale required local match of 5.7% is \$90,398 and is available in the FY2016 Capital Improvement Plan.

While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the City will be responsible for the additional costs. Since the funds listed in the IGA are estimates, staff requests flexibility in spending up to 10 percent of the total project cost in additional funds for construction cost overruns.

Cost	Fund-Department-Account
\$90,398	1600-67814-551200, 59th & Olive Ave

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5085 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 15-0005687-I) FOR THE INTERSECTION SAFETY IMPROVEMENTS PROJECT IN THE CITY OF GLENDALE.

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 Intergovernmental Agreement between the Arizona Department of Transportation and the City of Glendale for the Intersection Safety Improvements Project (IGA/JPA 15-0005687-I) be entered into, which agreement 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 any and all documents necessary to effectuate said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

ADOT File No.: IGA/JPA15-0005687-I
AG Contract No.: P001201500226
Project: Intersection Safety Improvements
Section: Olive at 59th Avenue
Federal-aid No.: GLN-0(246)T
ADOT Project No.: SH635 01R 01C
**TIP/STIP No.: MAG 2014 GLN14-104RW,
GLN17-402**
**CFDA No.: 20.205 Highway Planning
and Construction**
Budget Source Item No.: HSIP

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. The work proposed under this Agreement, hereinafter referred to as the "Project", consists of acquiring the needed right-of-way for the safety improvements at the intersection of Olive Avenue and 59th Avenue. The State will administer the preparation of right-of-way documents and procurement of the needed parcels. The State will advertise, bid, award and administer the construction of the Project. The plans, estimates and specifications for the Project have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for approval.
4. The City, in order to obtain federal funds for the construction of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.
6. The Parties will perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SH63501C (construction)

Federal-aid funds @ 94.3%	\$ 1,395,146.00
City's match @ 5.7%	\$ 84,330.00

Subtotal – Construction** **\$ 1,479,476.00**

SH63501R (right-of-way)

Federal-aid funds @ 94.3%	\$ 100,382.00
City's match @ 5.7%	\$ 6,068.00

Subtotal - Right-of-Way **\$ 106,450.00**

Total Estimated City Funds	\$ 90,398.00
Total Federal Funds	<u>\$ 1,495,528.00</u>

TOTAL Estimated Project Construction Costs** **\$ 1,585,926.00**

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the **City** is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The **City** acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City for the Project, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, review the design plans, specifications and other such documents and provide services required for the construction bidding and construction administration of the Project and provide comments to the City, as appropriate.

c. Upon execution of this Agreement, prior to performing or authorizing any work, invoice the City for the City's share of the right-of-way costs, currently estimated at **\$6,068**. If additional funding is needed during the procurement of right-of-way for the City, an invoice will be sent to the City requesting these funds. Once the right-of-way costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project right-of-way costs.

d. Upon completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, estimated at **\$84,330.00**. Once the Project costs have been finalized, the

State will either invoice or reimburse the City for the difference between estimated and actual costs; and de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

e. Upon receipt of the City's's estimated share of the Project construction costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction and request the maximum programmed federal funds for the construction of the Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

f. Upon FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract(s) with a firm(s) for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain City concurrence prior to awarding the contract.

g. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry onto and over said rights-of-way of the City.

h. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

i. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City for the Project.

b. Within thirty (30) days of receipt of an invoice from the State pay the City's Project right-of-way costs, estimated at **\$6,068.00**. If, during the development of the right of way, additional funding to cover costs is required, pay the invoiced amount to the State within thirty (30) days of receipt of such an invoice. Be responsible for any difference between the estimated and actual right-of-way costs of the Project. Provide the design plans, specifications and other such documents and services required for construction bidding and construction of the Project and incorporate comments from the State as appropriate.

c. Review right of way plans, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; and provide design review comments to the State as appropriate.

d. Upon execution of this Agreement, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, pay, the City's Project construction costs, estimated at **\$84,330.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs; payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

f. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any City requested changes to the scope of work of the Project,

with the understanding that such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the City. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

g. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

h. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

i. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and acceptance of related deposits or reimbursements. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the City terminate this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is to be covered by the maximum available amount of federal funds programmed for this Project. The City acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax
JPABranch@azdot.gov

City of Glendale
Kiran Guntupalli
6210 W Myrtle Ave. Ste#112
Glendale, Arizona 85301
(623) 930-2951
kguntupalli@glendaleaz.com

For Program Administration:

Arizona Department of Transportation
Project Management Group
1615 W. Jackson St. EM10
Phoenix, AZ 85007
602-712-8695
omills@azdot.gov

City of Glendale
Kiran Guntupalli
6210 W Myrtle Ave. Ste#112
Glendale, Arizona 85301
(623) 930-2951
kguntupalli@glendaleaz.com

For Financial Administration:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax
JPABranch@azdot.gov

City of Glendale
Vicki Rios
5850 W. Glendale Avenue
Glendale, Arizona 85301
(623) 930-2268
VRios@glendaleaz.com

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination, of each Party's legal counsel, that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
ITD Director

ATTEST:

By _____
PAMELA HANNA
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2016.

City Attorney



Legislation Description

File #: 16-140, **Version:** 1

RESOLUTION 5086: AUTHORIZATION TO ACCEPT THE FY 2014 UASI REALLOCATED GRANT FUNDS FROM THE ARIZONA DEPARTMENT OF HOMELAND SECURITY - GLENDALE FIRE DEPARTMENT RRT SUSTAINMENT GRANT 140802-03

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 accept the Federal Fiscal Year (FFY) 2014 grant funds from the Arizona Department of Homeland Security (AZDOHS) and enter into grant agreement number 140802-03.

Background

Since 1999, the City of Glendale has been able to leverage city funds with grant funds to enhance first responder preparedness. Grant funds have been used to purchase safety equipment to protect first responders, specialized equipment for technical operations, equipment to enhance communication efforts, as well as to develop preparedness training and enhance prevention and intervention programs. The grant funds will be used for the Glendale Fire Department Rapid Response Team (RRT) program.

Analysis

The Glendale Fire Department will be receiving \$27,000 in reallocated grant funds to assist the RRT program. The funds will be used to train one additional employee as a hazardous material and technical rescue technician. The grant performance period ends July 31, 2016. If all documentation is not signed and received by AZDOHS on or before July 31, 2016, this award is rescinded and the funds will be reallocated.

Previous Related Council Action

Council has accepted grants annually from the AZDOHS since 2003.

Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 5086 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE AND EXPENDITURE OF FFY 2014 HOMELAND SECURITY PROGRAM AWARD-REALLOCATION FROM THE STATE OF ARIZONA, ARIZONA DEPARTMENT OF HOMELAND SECURITY, IN THE APPROXIMATE AMOUNT OF \$27,000 FUNDED UNDER THE URBAN AREA SECURITY INITIATIVE FOR THE PROJECT ENTITLED "GLENDALE FIRE DEPARTMENT RRT" ON BEHALF OF THE GLENDALE FIRE DEPARTMENT.

WHEREAS, the City of Glendale Fire Department previously submitted an application for grant funding to the Arizona Department of Homeland Security (AZDOHS) under the Urban Area Security Initiative in the amount of \$108,000 for training and equipment purchases for the Glendale Fire RRT Program; and

WHEREAS, the original grant was accepted by the Glendale City Council on October 28, 2014 and the expenditure of the grant funds and additional non-reimbursable funds were authorized pursuant to Resolution No. 4888 New Series; and

WHEREAS, the City of Glendale Fire Department submitted an application for reallocated grant funding in February of 2016; and

WHEREAS, in March of 2016, AZDOHS awarded the City of Glendale Fire Department reallocated grant funding; and

WHEREAS, the City of Glendale Fire Department is seeking for City Council to authorize the acceptance and expenditure of the reallocated grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale accepts the FFY 2014 Homeland Security Grant Program Award-Reallocation (Grant No. 140802-03) for the project entitled, "Glendale Fire Department RRT" funded under the Urban Area Security Initiative, in the approximate amount of \$27,000, on behalf of the Glendale Fire Department.

SECTION 2. That the City Council of the City of Glendale authorizes expenditure of said grant funds for the Glendale Fire Department RRT project, as more fully set forth in the application for reallocated FFY 2014 Homeland Security Grant Program funds.

SECTION 3. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

March 15th, 2016

Chief Terry Garrison
Glendale Fire Department
6829 North 58th Drive
Glendale, AZ 85301-3239

Subject: FFY 2014 Homeland Security Grant Program Award-REALLOCATION
Subgrantee Agreement Number: **140802-03**
Project Title: **Glendale Fire Department RRT**

Dear Chief Terry Garrison:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**Glendale Fire Department RRT**" has been funded under the URBAN AREA SECURITY INITIATIVE for **\$27,000**. The grant performance period is **March 1, 2016 through July 31, 2016**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance).

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification (enclosed).
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before April 30th, 2016 this award is rescinded and the funds will be reallocated.

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

1700 West Washington Street Suite 210 Phoenix, Arizona 85007
Office: (602) 542-7013 Fax: (602) 364-1521 www.azdohs.gov

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Division Chief Chris Gustafson

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)



STATE OF ARIZONA

Department of Homeland Security

2014 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

Glendale Fire Department

140802-03

Training - Budget Detail Worksheet

FEMA Approved Training Class and Course Number and Title and/or Training Event:

- AZ-001-RESP Hazardous Material Response: Technician
- AZ-004-RESP Technical Rescue Training

Enter a Brief Course Description. MUST include: 1) Proposed Location, 2) Training Provider, 3) Provider Address, 4) Provider Point of Contact, Number and Web

1. Training will be conducted at the Phoenix Fire Department (PFD) Special Operations facility and appropriate locations within the region for specialized training
2. Phoenix Fire Department
3. 2430 S. 22nd Avenue, Phoenix, AZ 85009
4. Deputy Chief Scott Grane, (602) 256-3435, scott.r.grane@phoenix.gov
5. Two (2) personnel

How does the requested training support FEMA mission scope to prepare personnel to prevent, protect, respond to and recover from all critical hazards?

The mission of Rapid Response units in the Phoenix urban area is to utilize specially trained and equipped Fire and Police personnel to respond to terrorist/CBRNE incidents in order to mitigate, render safe and stop criminal acts as quickly as possible and prevent or minimize loss of life or serious injury to the public. Sending personnel to the listed courses will allow GFD RRT to continue to respond, as part of the larger system, with properly trained and equipped personnel.

How does the requested training build additional capabilities that support the UASI or SHSGP Strategy?

Mass Search and Rescue Operations, Training. 1. Rescue operations, 2. Search operations, 3. Specialized operations. Technician level training in both hazardous materials and technical rescue for one (1) additional person allows the Glendale Fire Department (GFD) Rapid Response team (RRT) to continue to meet adequate staffing requirements for both the City of Glendale and Regional RRT system.

Mission Area: Respond

Training Level: Performance

If requesting supplies, you must provide a list of all consummable supplies requested.

N/A

# of Deliverables	Backfill Overtime		Workshops / Conf		Contrts / Consults		Supplies		Travel		Other		Total	
	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded	Requested	Awarded
2	\$10,000	\$10,000.00	\$3,500	\$3,500.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00
Subtotals:	\$20,000	\$20,000.00	\$7,000	\$7,000.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$27,000	\$27,000.00
Training Totals:	\$20,000	\$20,000.00	\$7,000	\$7,000.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$27,000	\$27,000.00



STATE OF ARIZONA
Department of Homeland Security
2014 STATE HOMELAND SECURITY GRANT PROGRAM
PROJECT DETAIL

Glendale Fire Department

140802-03

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$0.00	\$0.00	\$0.00
<i>Training</i>	\$27,000.00	\$27,000.00	\$27,000.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$27,000.00	\$27,000.00	\$27,000.00



State of Arizona Department of Homeland Security



Governor Douglas A. Ducey

Director Gilbert M. Orrantia

FFY 2014 Reallocation

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, your project required an Environmental and Historic Preservation review. It has been reviewed and your project has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subgrantee agreement:

The subrecipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Construction activities shall not be initiated prior to the full environmental and historic preservation review.

SUBGRANTEE AGREEMENT-REALLOCATION

14-AZDOHS-HSGP-140802-03

Between

The Arizona Department of Homeland Security
And

City of Glendale

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

City of Glendale

(subrecipient) for services under the terms of this Grant Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **March 1, 2016** and shall terminate on **July 31, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**Glendale Fire Department RRT**"

and funded at **\$27,000** (as may have been modified by the award letter).

IV. MANNER OF FINANCING

The AZDOHS shall:

- a) Provide up to **\$27,000** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf . U.S.

Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

- d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.
- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement

policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: www.gao.az.gov.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

- a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

- b) Quarterly Programmatic Reports are due:
 - January 15** (period October 1– December 31)
 - April 15** (period January 1 – March 31)
 - July 15** (period April 1 – June 30)
 - October 15** (period July 1 – September 30)

- c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:

The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.

 - a. In case of equipment disposition:

The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.

- e) The Grant Funded Typed Resource Report – if applicable:

The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.

- f) Financial Reimbursements

The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information

that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

- XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED**
Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- XV. AGREEMENT RENEWAL**
This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.
- XVI. RIGHT TO ASSURANCE**
If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.
- XVII. CANCELLATION FOR CONFLICT OF INTEREST**
The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.
- XVIII. THIRD PARTY ANTITRUST VIOLATIONS**
The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed

matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (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 the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. 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 such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Enter Title, First & Last Name above

Enter Agency Name above

Enter Street Address

Enter City, State, ZIP

XLI. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Enter Agency Name above

Authorized Signature above

Print Name & Title above

Enter Date above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Please be sure to complete and mail two original documents to the Arizona Department of Homeland Security.)

Project Administration Page

Grant #: **140802-03** Sub-Recipient: **Glendale Fire Department**

Project Title: **Glendale Fire Department RRT**
Grant Program: **URBAN AREA SECURITY INITIATIVE**

1. Unit of Government: **Glendale Fire Department**
Point of Contact: **Division Chief Chris Gustafson**

Sub-recipient Address:
Street: **6829 North 58th Drive**

City/State/Zip: **Glendale, AZ 85301-3239**

Head of Agency: **Chief Terry Garrison**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **623-930-4401**

E-mail Address: **Tgarrison@glendaleaz.com**

2. Organization Type: **Local Government / Municipality**
3. Region or Entity: **Phoenix UASI**
4. Initiative Title: **Strengthen CBRNE Detection, Response & Decontamination Capabilities-**
5. Total Dollar Amount Requested: **\$27,000** Total Dollar Amount Awarded: **\$27,000**

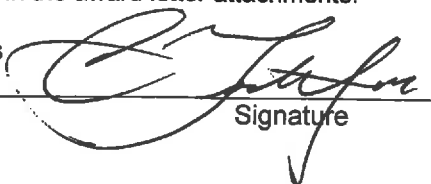
APPROVAL PROCESS

The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subgrantee Agreement. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Project Point of Contact

Division Chief Chris
Gustafson

Print Name

 3/17/16

Signature

Date

Strategic Planner or
Assistant Director Planning & Preparedness

Print Name

Signature

Date

This form is to be signed and returned.

NIMS Compliance Certification

Subgrantee Information

Subgrantee Agreement Number: **140802-03**

Agency: **Glendale Fire Department**

Please complete this form, sign and return to AZDOHS with award packet materials.

1.a. Select your jurisdiction type:

- Tribal Nation County/Parish/Township/Borough City/Urban Area Other:

If you marked other, please explain:

1.b. If all components of your jurisdiction are not accounted for, please explain:

2. Has your jurisdiction formally adopted and/or maintained adoption of the National Incident Management System as your all-hazards incident management system for Fiscal Year (FY) 2015?

- Yes No

3. Has your jurisdiction reviewed and revised the following types of plans to incorporate NIMS components, principles, and policies?

- | | | | |
|-------------------------------|---|-----------------|---|
| Emergency Operations Plans | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Mitigation Plan | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Standard Operating Procedures | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Training Plan | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Standard Operation Guidelines | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Continuity Plan | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| All Hazard Plan | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | |

4. Has your jurisdiction established (and/or have in development) the following types of mutual aid agreements, compacts, and/or assistance agreements?

- | <u>Intrastate Agreements</u> | | | <u>Interagency and Interstate Agreements</u> | | |
|----------------------------------|---|--|--|---|--|
| Throughout the State/Territory? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Throughout the jurisdiction? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| That include the Private Sector? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | That include the Private Sector? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| That include NGOs? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | That include NGOs? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| That include Tribal Nations? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | That include Tribal Nations? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |

5.a. Have NIMS concepts and principles been incorporated into appropriate training within your jurisdiction?

- Yes, all appropriate training Yes, some appropriate training No

5.b. If yes, which of the following has been incorporated?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input checked="" type="checkbox"/> Incident Command System |
| <input checked="" type="checkbox"/> Resource Management, Typing, and Credentialing | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input checked="" type="checkbox"/> Mutual Aid or Assistance Agreements | <input checked="" type="checkbox"/> Public Information |

6. Has your jurisdiction implemented a training program to ensure that the appropriate emergency/incident response personnel, as identified in the NIMS Training Program, receive NIMS training in accordance with their incident management responsibilities?

- Yes No

7. Which, if any, of the following are priorities for your jurisdiction to incorporate into training in the coming year? Please choose up to three options from the list below.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input checked="" type="checkbox"/> Incident Command System |
| <input type="checkbox"/> Resource Management, Typing, and Credentialing | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input type="checkbox"/> Mutual Aid or Assistance Agreements | <input type="checkbox"/> Public Information |

NIMS Compliance Certification

Other (please specify):

8.a. Have NIMS concepts and principles been incorporated into appropriate exercises within your jurisdiction?

Yes, all appropriate exercises Yes, some appropriate exercises No

8.b. If yes, which of the following has been incorporated?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input checked="" type="checkbox"/> Incident Command System |
| <input type="checkbox"/> Resource Management, Typing, and Credentialing | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input checked="" type="checkbox"/> Mutual Aid or Assistance Agreements | <input checked="" type="checkbox"/> Public Information |

9. Which, if any, of the following are priorities for your jurisdiction to incorporate into exercises in the coming year? Please choose up to three options from the list below.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Interoperable and Compatible Communications, Technology, and Information Management | <input checked="" type="checkbox"/> Incident Command System |
| <input type="checkbox"/> Resource Management, Typing, and Credentialing | <input checked="" type="checkbox"/> Multiagency Coordination System |
| <input checked="" type="checkbox"/> Mutual Aid or Assistance Agreements | <input checked="" type="checkbox"/> Public Information |

Other (please specify):

10. Does your jurisdiction maintain an inventory of its response resources and assets? Yes No

11. Does your jurisdiction use an interoperable tool, such as the Incident Resource Inventory System (IRIS), to inventory response resources and assets? Yes No

12. Has your jurisdiction typed and inventoried your response resources and assets consistently with available national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?> Yes No

13. Does your jurisdiction have a process to determine availability of response resources and assets in accordance with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool at <http://www.fema.gov/resource-management?> Yes No


14. What priorities has your jurisdiction identified to enhance your implementation of NIMS in the coming year? Please check up to three.

- Incorporate NIMS concepts and principles into existing plans and/or planning efforts.
- Update training to ensure all applicable NIMS concepts and principles are incorporated.
- Incorporate additional NIMS concepts and principles into exercises.
- Make communication and information management practices consistent with NIMS.
- Increase efforts to inventory all response assets consistently with available NIMS national resource typing definitions.
- Increase adoption of the Incident Command System. Increase adoption of Multiagency Coordination Systems
- Make public information practices consistent with NIMS.

Other (please specify):

15. Does your jurisdiction have an access and re-entry plan in order to control the flow of resources and personnel into the area of an incident? Yes No

16. Please list any tools, training, guidance, or support that would be helpful in further enhancing your jurisdiction's implementation of NIMS:


Authorized Signature
Chris Gustafson, Division Chief

NIMS Compliance Certification

Print Name and Title

03/21/16

Date



Legislation Description

File #: 16-141, **Version:** 1

RESOLUTION 5087: AUTHORIZATION TO REVISE THE 2015 MARICOPA COUNTY MULTI-JURISDICTIONAL MITIGATION PLAN

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 approving the 2015 revision of the Maricopa County Multi-Jurisdictional Mitigation Plan.

Background

Federal and state law requires hazard mitigation planning and City Policy authorizes the development of the Maricopa County Multi-Jurisdictional Mitigation Plan (MCMJMP). This plan will allow the city to apply for Hazard Mitigation Grant Funds both before and after an emergency or disaster. The city was part of a multi-jurisdictional planning team to review, revise, and update the MCMJMP. The plan focuses on natural hazards that may impact the community and establishes a framework for preparedness and recovery efforts from an emergency or disaster.

The City of Glendale has historically experienced damage from natural hazards such as flooding, wildfire, drought, severe winds, in the past century resulting in loss of property and/or life, economic hardship, and threats to public health and safety.

The 2015 MCMJMP has been developed after more than one year of review, research and update work by the City of Glendale Division of Emergency Management in association and cooperation with the Maricopa County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community.

The plan specifically addresses natural hazard vulnerabilities, mitigation strategies, and plan maintenance procedures for the City of Glendale. The plan is an update and replacement for the previous hazard mitigation plan and recommends several actions/projects that will provide mitigation for specific natural hazards with the effect of protecting people and property from loss associated with those hazards.

Previous Related Council Action

On September 14, 2004, Council adopted the 2004 Hazard Mitigation Plan.

Community Benefit/Public Involvement

The plan identifies risks and vulnerabilities associated with natural disasters and provides long term mitigation strategies for protecting our citizens and property. Mitigation actions to prevent repeated damage and a

framework for developing cost effective mitigation projects to reduce the economic impact and increase the public safety to the community are a core component of the plan.

RESOLUTION NO. 5087 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACCEPTANCE OF THE 2015 MARICOPA COUNTY MULTI-JURISDICTIONAL MULTI-HAZARD MITIGATION PLAN.

WHEREAS, the City of Glendale, Arizona has historically experienced damaged from natural hazards such as flooding, wildfire, drought, severe winds, and others on many occasions in the past century, resulting in loss of property and/or life, economic hardship, and threats to public health and safety; and

WHEREAS, the 2015 Maricopa County Multi-Jurisdictional Multi-Hazard Mitigation Plan (“the Plan”) has been developed after more than one year of review, research and update work by the City of Glendale in association and cooperation with the Maricopa County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community; and

WHEREAS, the Plan specifically addresses natural hazard vulnerabilities, mitigation strategies and plan maintenance procedures for City of Glendale; and

WHEREAS, the Plan is an update and replacement for the previous hazard mitigation plan for the City of Glendale that was adopted by Resolution No. 4433 New Series on October 26, 2010; and

WHEREAS, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the City of Glendale with the effect of protecting people and property from loss associated with those hazards.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the Maricopa County Multi-Jurisdictional Multi-Hazard Mitigation Plan for the City of Glendale is hereby adopted and incorporated herein by this reference. Three copies of said plan shall be maintained in the office of the City Clerk of the City of Glendale.

SECTION 2. The Plan shall be implemented, monitored and maintained by the officials/staff designated in the Plan for a period of five (5) years with the full support of this Resolution.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of
Glendale, Maricopa County, Arizona, this day of , 2016.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

p_fire_multi hazard mitigation.doc



JURISDICTIONAL SUMMARY
FOR THE
CITY OF GLENDALE

MARICOPA COUNTY
MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN
2015

CITY OF GLENDALE JURISDICTIONAL SUMMARY

Across the United States, natural and human-caused disasters have led to increasing levels of death, injury, property damage, and interruptions of business and government services. The toll on families and individuals can be immense and damaged businesses cannot contribute to the economy. The time, money and effort to respond to and recover from these emergencies or disasters divert public resources and attention from other important programs and problems. With 54 federal or state disaster declarations and a total of 524 other recorded events, the 28 jurisdictions participating within Maricopa County, Arizona and engaged in this planning effort, recognize the consequences of disasters and the need to reduce the impacts of natural and human-caused hazards. The County and jurisdictions also know that with careful selection, mitigation actions in the form of projects and programs can become long-term, cost effective means for reducing the impact of natural and human-caused hazards.

The elected and appointed officials of Maricopa County and the 27 other participating jurisdictions demonstrated their commitment to hazard mitigation in 2009-2010 by preparing the first update of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan (2009 Plan). The 2009 Plan covered all 28 participating jurisdictions and FEMA approved that plan on April 30, 2010. The county and jurisdictions must perform a full plan update and comply with congressional regulations to obtain FEMA approval.

To that end, the Maricopa County Department of Emergency Management (MCDEM) secured a federal planning grant and hired JE Fuller/ Hydrology & Geomorphology, Inc. to assist the County and participating jurisdictions with the update process. MCDEM reconvened a multi-jurisdictional planning team (MJPT) comprised of veteran and first-time representatives from each participating jurisdiction, and other various county, state, and federal departments and organizations such as the National Weather Service and Arizona Public Service. The MJPT met monthly beginning in November 2014 and finishing in April 2015. Portions of the group conducted subsequent “catch up” meetings through June 2015 to assist several communities with finalizing assignments. The first draft of the updated 2015 Plan was issued in July 2015. The meetings and MJPT worked in a collaborative effort to review, evaluate, and update the 2009 Plan keeping the single, consolidated multi-jurisdictional plan format and approach.

The group eliminated the accompanying 2009 Tribal Annexes for the only two participating Indian Tribes, and the pertinent data from each annex was updated and incorporated into the main body of the 2015 Plan. The 2015 Plan will continue to guide the County, tribes and participating local jurisdictions toward greater disaster resistance in full harmony with the character and needs of the community and region. The working group prepared the 2015 Plan under Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or the Act), 42 U.S. C. 5165, enacted under Sec. 104 the Disaster Mitigation Act of 2000, (DMA 2000) Public Law 106-390 of October 30, 2000, as implemented at Title 44 CFR 201.6 and 201.7 dated October, 2007. The Plan includes risk assessments for multiple natural hazards, a public outreach effort at two phases of the planning process, and development of a mitigation strategy that incorporates measures intended to eliminate or reduce the effects of future disasters throughout the County.

The Disaster Mitigation Act of 2000 established a national program for pre-disaster mitigation, streamlined administration of disaster relief at both the federal and state levels, and controls federal costs of disaster assistance. Congress envisioned that implementation of these new requirements would result in the following key benefits:

- Reduction of loss of life and property, human suffering, economic disruption, and disaster costs.
- Prioritization of hazard mitigation planning at the local level, with an increased emphasis placed on planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring that critical services/facilities survive a disaster.
- Establishment of economic incentives, awareness and education via federal support to state, tribal, and local governments that would result in forming community-based partnerships, implementing effective hazard mitigation measures, leveraging additional non-Federal resources, and establishing commitments to long-term hazard mitigation efforts.



CITY OF GLENDALE JURISDICTIONAL SUMMARY

The DMA 2000 legislation requires all local, county, and tribal governments to develop a hazard mitigation plan for their respective communities in order to be eligible to receive certain federal non-emergency mitigation funds including Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation Program (PDM). The Plan satisfies FEMA's Flood Mitigation Assistance Program (FMA) planning requirements as long as flooding is addressed.

Under DMA 2000, Glendale must identify natural hazards that affect the city, assess the vulnerability and risk posed by those hazards to community-wide human and structural assets, develop strategies for mitigation of those identified hazards, present future maintenance procedures for the plan, and document the planning process. The Plan is divided into the following eight primary sections:

- Section 1 – Local Plan Adoption and FEMA Approval
- Section 2 – Introduction
- Section 3 – Planning Process
- Section 4 – Community Description
- Section 5 – Risk Assessment
- Section 6 – Mitigation Strategy
- Section 7 – Plan Maintenance Procedures
- Section 8 – Plan Tools

The following are the contact details for the Plan primary point of contact for the City of Glendale:

Anthony Butch
Captain / Emergency Planner
Fire Department - Office of Emergency Management
6829 N. 58th Dr.,
Glendale, AZ 85301
Work: 623.872.5090
Email: abutch@glendaleaz.com

For information purposes, the following summarizes contact details for the Plan primary point of contact for Maricopa County:

Andrew Brady
Emergency Services Planner
Maricopa County Department of Emergency Management
5636 E. McDowell Rd.
Phoenix, AZ 85008
Work: 602.273.1411
Fax: 602.275.1638
Email: andrewbrady@mail.maricopa.gov



CITY OF GLENDALE JURISDICTIONAL SUMMARY

The following table summarizes the Local Planning Team (LPT) for Glendale and roles of each person.

Name	Department / Division / Branch	Title	Planning Team Role / Description of Duties
Jon Froke	Planning	Planning Director	Planning Director
Jessica Eastman	Planning	Planning Tech	Planning Department Representative
Chris DeChant	Fire	Executive Assistant Fire Chief	Fire Department Representative
Tim Wayne	Fire/ Emergency Management	Deputy Chief/Emergency Manager	Emergency Management Director
Tom Gill	Water Services	Operation Superintendent	Water Services Representative
Megan Sheldon	Water Services	Environmental Program Manager	Water Services Representative/Storm water Representative
James Delaittre	GIS Analyst	Information Technology	IT Representative
Devlin Fung	Sr. GIS Analyst	Information Technology	IT Representative/ GIS Representative
Kevin Link	Transportation	Transportation Manager	Transportation Representative
Michael Collin	Engineering	GIS Coordinator	GIS Representative
Justine Cornelius	Building Safety	Building Safety Manager	Building Safety Representative
Mike Lively	Police	Commander	Police Department Representative
Kim Larson	Marketing	Marketing and Community Program Manager	Marketing & Communication Representative
Paul King	Community Partnership	Recreation Manager	Community Partnership Representative
Anthony Butch	Fire/ Emergency Management	Captain/ Emergency Planner	Point of Contact/Facilitator and Local Planning Team Coordinator
<i>PROMULGATION AUTHORITY</i>			
Jerry Weiers	City Council	Mayor	Plan Promulgation
Ian Hugh	City Council	Vice Mayor	Plan Promulgation
Gary Sherwood	City Council	Council Member	Plan Promulgation
Lauren Tolmachoff	City Council	Council Member	Plan Promulgation
Sammy Chavira	City Council	Council Member	Plan Promulgation
Jamie Aldama	City Council	Council Member	Plan Promulgation
Bart Turner	City Council	Council Member	Plan Promulgation



CITY OF GLENDALE JURISDICTIONAL SUMMARY

Risk assessment is one of the key elements to the hazard mitigation planning process. In performing a risk assessment, a community determines “what” can occur, “when” (how often) it is likely to occur, and “how bad” the effects could be. Under DMA 2000, risk assessment primary components are generally categorized into the following measures:

- Identify Hazards**
- Profile Hazard Events**
- Assess Vulnerability to Hazards**

The risk assessment for Glendale utilized information developed by the LPT and county-wide hazard profile data. The results of the vulnerability analysis were compiled at both a Glendale specific community level as well as on a County-wide basis. Only Glendale data is presented in this jurisdictional summary.

The MJPT and LPT considered only natural hazards relevant to Glendale and Maricopa County for this update. The groups reviewed and compared a list of hazards in the 2009 Plan and the 2013 State Plan¹ in an initial screening using a systematic process that considered relevance, historical significance and experience, and catastrophic potential. The list of hazards identified by the MJPT as relevant to multi-jurisdictional planning area are listed in the table below. The Glendale LPT determined that all of the Plan hazards pertain to the city and are candidates for mitigation.

Natural Hazard List for the Plan and Glendale	
<ul style="list-style-type: none">• Dam Inundation• Drought• Extreme Heat• Fissure• Flooding/Flash Flooding	<ul style="list-style-type: none">• Levee Failure• Severe Wind• Subsidence• Wildfire

The group developed hazard profiles for each of the above by researching and mapping historic hazardous events, obtaining other hazard mapping, analysis and studies, and in Arizona, estimating the Calculated Priority Risk Index (CPRI)². Maps specific to Glendale are provided following the text of this summary.

In addition, the LPT performed a vulnerability analysis to assess and evaluate the City’s population and critical facility exposure risk to the identified hazards. The risk was quantified as a tabulation of economic losses due to exposure and human population exposure to the hazards. Using FEMA’s Hazards of the United States (HAZUS) program, both the MJPT and LPT identified “Critical Infrastructure” and residential facilities, as well as population concentrations throughout the City. The groups estimated that there are at least \$4.1 billion dollars³ worth of critical and non-critical facilities within Glendale. Using this data, the group estimated the replacement value for residential buildings within Glendale amounts to over \$21.0 billion. The 2014 City population estimate is 232,680. The following table summarizes the general results of the vulnerability analysis for each of the Plan hazards in the City.

¹ State of Arizona, Division of Emergency Management, 2013, *State of Arizona Multi-Hazard Mitigation Plan*.

² The CPRI is explained in detail in the Section 5.2.3 of the main Plan

³ This estimate is likely to be inexact as detailed replacement estimates were not available under the plan development schedule.



CITY OF GLENDALE JURISDICTIONAL SUMMARY

Hazard	Exposure Estimates ^a		
	Critical Facilities	Residential	Population ^b
Dam Failure (High Hazard)	\$0	\$0	0
Drought	(None estimated)		232,680
Extreme Heat	(None estimated)		232,680
Fissure (High Hazard)	\$3.0 million	\$1.0 million	7
Flooding (High Hazard)	\$0	\$365.8 million	3,132
Levee Failure (High Hazard)	\$25.0 million	\$97,000	2
Severe Wind	(None estimated)		232,680
Subsidence	\$3.3 billion	\$15.7 billion	179,410
Wildfire (High Hazard)	\$24.0 million	\$31.0 million	181
^a – These numbers represent estimates of exposure that may result assuming all delineated hazard areas are impacted at the same time. Actual event losses may not impact the entire area during a single event.			
^b – These numbers represent the total human population potentially exposed to the hazard.			

The MJPT and Glendale LPT developed a strategy for mitigating the hazard risks identified within the City. The mitigation strategy provides the “*what, when, and how*” of actions that will reduce or possibly remove the City’s exposure to hazard risks, and is generally categorized into the following components:

- Goals and Objectives**
- Capability Assessment**
- Mitigation Actions/Projects**
- Implementation Strategy**

The MJPT reviewed and discussed the 2009 Plan goals and objectives and compared them to the 2013 State Plan. The result of the discussions resulted in establishing one goal and four clear objectives as follows:

- **GOAL:** Reduce or eliminate the risk to people and property from natural hazards.
 - ◆ **Objective 1:** Reduce or eliminate risks that threaten life and property in the incorporated, unincorporated, and Tribal jurisdictions within Maricopa County.
 - ◆ **Objective 2:** Reduce risk to critical facilities and infrastructure from natural hazards.
 - ◆ **Objective 3:** Promote hazard mitigation throughout the incorporated, unincorporated, and Tribal jurisdictions within Maricopa County.
 - ◆ **Objective 4:** Increase public awareness of hazards and risks that threaten the incorporated, unincorporated, and Tribal jurisdictions within Maricopa County.

This goal and four objectives will be used by all participating jurisdictions in the Plan.



CITY OF GLENDALE JURISDICTIONAL SUMMARY

The Glendale LPT reviewed and updated the community's capability assessment regarding legal, regulatory, technical/staff, and financial resources. The following tables summarize the results:

Legal and regulatory capabilities for Glendale		
Regulatory Tools for Hazard Mitigation	Description	Responsible Department/Agency
CODES	<ul style="list-style-type: none"> • 2012 International Building Code • 2012 International Residential Code • 2012 International Mechanical Code • 2012 Uniform Plumbing Code. • 2011 National Electrical Code • 2010 Americans with Disabilities Act • Accessibility Guidelines and the City Code • 2012 International Fuel Gas Code • 2012 International Plumbing • 2012 Energy Codes • 2009 International Fire Code 	<ul style="list-style-type: none"> • Building Safety • Engineering • Fire Marshalls Office
ORDINANCES	<ul style="list-style-type: none"> • City of Glendale Zoning Ordinance and associated PAD and PRD documents, Landscape Ordinance • Floodplain Ordinance • Grading and Drainage Ordinance • Sub-Division Ordinance 	<ul style="list-style-type: none"> • Building Safety • Engineering • Planning
PLANS, MANUALS, and/or GUIDELINES	<ul style="list-style-type: none"> • City Department SOP's • City of Glendale Emergency Operations Plan • Multi-Jurisdictional Mitigation Plan • General Plan 2025 • North Valley Specific Area Plan • Glendale Centerline • Western Area Plan • West Glendale Avenue Development Plan • Commercial and Industrial Design Guidelines • Residential Design & Development Manual • Adopted State Erosion Standard • Engineer Design and Construction Standards • Middle New River Master Plan 	<ul style="list-style-type: none"> • Emergency Management • Engineering • Planning
STUDIES	<ul style="list-style-type: none"> • 2003 Maricopa County Transportation Study • 2001 COG Transportation Plan • Storm Water Master Plan Update 	<ul style="list-style-type: none"> • Transportation • Planning



CITY OF GLENDALE JURISDICTIONAL SUMMARY

Technical staff and personnel capabilities for Glendale		
Staff/Personnel Resources	<input checked="" type="checkbox"/>	Department/Agency - Position
Planner(s) or engineer(s) with knowledge of land development and land management practices	<input checked="" type="checkbox"/>	Planning, Planners
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	<input checked="" type="checkbox"/>	Engineering, Engineers – Architecture, Architects Building Safety-Structural Engineers and Architects
Planner(s) or engineer(s) with an understanding of natural and/or human-caused hazards	<input checked="" type="checkbox"/>	Planning, Engineering, Utilities Dept, Building Safety
Floodplain Manager	<input checked="" type="checkbox"/>	Engineering Dept
Surveyors		Street, Public Works, Utilities Dept
Staff with education or expertise to assess the community’s vulnerability to hazards	<input checked="" type="checkbox"/>	Neighborhood Services Dept, Human Services, Emergency Management, Building Safety, Fire Dept, Police Dept, Public Works, Streets, Engineering, Architecture, Utilities Dept
Personnel skilled in GIS and/or HAZUS	<input checked="" type="checkbox"/>	IT Department, Fire Dept, Police Dept
Scientists familiar with the hazards of the community	<input checked="" type="checkbox"/>	Police Dept, Utilities Dept, Fire Dept
Emergency manager	<input checked="" type="checkbox"/>	City Manager’s Office, Emergency Manager
Grant writer(s)	<input checked="" type="checkbox"/>	All Depts
Others		

Fiscal capabilities for Glendale		
Financial Resources	Accessible or Eligible to Use (Yes, No, Don’t Know)	Comments
Community Development Block Grants	Yes	Community Partnerships
Capital Improvements Project funding	Yes	Finance Department/Management and Budget
Authority to levy taxes for specific purposes	Yes	Function of Legislation (see COG website-Appendix 18 FAQ under levy taxes)
Fees for water, sewer, gas, or electric service	Yes	Utility Department
Impact fees for homebuyers or new developments/homes	Yes	Public Works Administration
Incur debt through general obligation bonds	Yes	Management and Budget
Incur debt through special tax bonds	Yes	Management and Budget
Other		

Using the vulnerability analysis, capability assessment, and goals and objectives allowed the Glendale LPT to develop an updated list of mitigation actions/projects with a clearly defined implementation strategy. The group evaluated each action/project and prioritized it based on: 1) Direct Impact on Life and/or Property; 2) Long-Term Solution; and 3) Benefit vs. Cost. The table on the following page summarizes the updated mitigation action/project list for Glendale. Projects listed in *italics font* are recognized as being more response and recovery oriented, but are considered a significant part of the overall hazard management goals of the community.



CITY OF GLENDALE JURISDICTIONAL SUMMARY

Mitigation Action/Project		Implementation Strategy							
ID No.	Description	Hazard(s) Mitigated	Community Assets Mitigated (Ex/New)	Estimated Cost	Priority Ranking	Planning Mechanism(s) for Implementation	Anticipated Completion Date	Primary Agency / Job Title Responsible for Implementation	Funding Source(s)
1	In partnership with The Salvation Army, provide respite care and dehydration stations. This effort mitigates loss of life during extreme temperature.	Extreme Heat	Existing	Staff time	High	Facilities Staff	On-going	Emergency Management	Donations
2	Perform a public information campaign in coordination with the City of Glendale Marketing Department and Fire Department to educate and inform citizens of safety during periods of extreme heat.	Extreme Heat	Existing	Staff time	High	Fire Department/ Marketing Staff	On-going	Fire Department Emergency Management Marketing	GDEM/MD Budget
3	Ordinance compliance and maintenance of property (weed/brush abatement)	Wildfire	Existing	Staff time	High	Code Compliance Staff	On-going	Code Compliance	General Fund Budget
4	Conduct regular inspections of washes and take corrective action by enforcing existing ordinances to prevent a corridor for wildfires.	Wildfire	Existing	Staff time	High	Staff and Coordinated inspections	On-going	Building Safety and Public Safety	General Fund Budget
5	Maintenance of Emergency Action Plan of Covered municipal water storage reservoir with a capacity of 12 million gallons. (Thunderbird Reservoir).	Dam Failure	Existing	Staff time	High	Water Services Staff	On-going	Water Services	Water Services Budget
6	Participation in the Annual ADWR inspection and survey of the Thunderbird Reservoir.	Dam Failure	Existing	Staff time	High	Water Services Staff	On-going	Water Services	Water Services Budget
7	Participation in the bi-monthly EAP drills and table top exercises.	Dam Failure	Existing	Staff time	High	Water Services Staff	On-going	Water Service	Water Services Budget
8	Water Conservation Office conducting educational outreach to the public on best practices, via classes, flyers, website, social media	Drought	Existing	Staff time	High	Water Services Staff	On-Going	Water Services	Water Services Budget
9	Encourage permanent reduction in amount of water used for landscaping purposes through Landscape Rebate up to \$750.00 for residential and \$3000 for non-residential.	Drought	New	Staff time	High	Water Services Staff	On-going	Water Services	Grant





CITY OF GLENDALE JURISDICTIONAL SUMMARY

Mitigation actions and projects and implementation strategy for Glendale		Implementation Strategy							
ID No.	Description	Mitigation Action/Project			Implementation Strategy				
		Hazard(s) Mitigated	Community Assets Mitigated (Ex/New)	Estimated Cost	Priority Ranking	Planning Mechanism(s) for Implementation	Anticipated Completion Date	Primary Agency / Job Title Responsible for Implementation	Funding Source(s)
10	Update Drought Management Plan (2004) to assist in management of operations when a drought is declared.	Drought	Existing	Staff time	High	Water Services Staff	On-going	Water Services	Utilities Budget
11	Conduct landscape classes (promote xeriscape) to encourage use of drought-resistant landscaping	Drought	Existing	Staff time	High	Water Services Staff	On-going	Water Services	Utilities Budget
12	Manage storm-water at its source to reduce water used for landscaping and prevent flooding. Funded in part by a grant from Water Infrastructure Finance Authority of Arizona, to develop a toolkit of low impact development options.	Drought Flood Extreme Heat	New	Staff time	High	Water Services/ Engineering	On-going	Water Services/ Engineering	Grant with City of Mesa
13	City-wide plan to control stormwater pollution, including identification of problem areas (drainage issues, illicit discharges, etc.).	Flood	Existing	Staff time	High	Engineering Staff	On-going Submitted to ADEQ for review/ approval in 2014	Engineering	Engineering Budget
14	Maintain emergency generators at water and wastewater plants, water pumping station and wastewater lift stations	Severe Wind	Existing	Staff time	High	Facilities/Water Services Staff	On-going	Various Departments	City Budget
15	Maintain emergency generators at fire stations and Glendale Regional Public Safety Training Center.	Severe Wind	Existing	Staff time	High	Facilities/FD	On-going	Various Departments	Fire Budget
16	Work with federal and state agencies, and local coalition to evaluate awareness of fissure risk zones and the problems caused by fissures.	Fissures	Existing	Staff time	High	Development Services/Planning	On-going	Development Services	City Budget
17	Geological hazards addressed in General Plan and will be incorporated in the planning process for the next General Plan.	Fissures	Existing	Staff time	High	Development Services/Planning	On-going	Development Services	City Budget





CITY OF GLENDALE JURISDICTIONAL SUMMARY

Mitigation Action/Project		Implementation Strategy							
ID No.	Description	Hazard(s) Mitigated	Community Assets Mitigated (Ex/New)	Estimated Cost	Priority Ranking	Planning Mechanism(s) for Implementation	Anticipated Completion Date	Primary Agency / Job Title Responsible for Implementation	Funding Source(s)
18	Utilization of Development Services plans and procedures to survey and monitor elevations in the City of Glendale to determine and establish long term mitigation strategies.	Subsidence	Existing	Staff time	High	Development Services/Engineering	On-going	Development Services	City Budget
19	Development Services has utilized the risk as a regular risk of development and public work projects. The lands used for such projects are inspected for subsidence issues prior to projects starting.	Subsidence	Existing	Staff time	High	Development Services/Public Works	On-going	Development Services	City Budget
20	Educate the public through publication partnering with the Community Services Department and Parks and Recreation to inform citizens of risks associated to flood risks areas (parks multi-use pathways).	Levee Failure	Existing	Staff time	High	Community Services Department/Water Services Department	On-going	Community Services Department	City Budget
21	Work with Flood Control District of Maricopa County to determine potential effects of levee failure	Levee Failure	Existing	Staff time	High	Emergency Management, Public Works, Engineering (GIS)	On-gong	Emergency Management	City Budget
22	Participate in annual Flood Control District of Maricopa County Drill/Exercises	Levee Failure	Existing	Staff time	High	Emergency Management	On-going	Emergency Management	City Budget
23	Enforce currently adopted building codes (2012 IBC and IRC) to mitigate damages due to severe wind events.	Severe Wind	New	Staff time	High	Development Review and Building Inspection Processes	On-going as needed	Development Services	City Budget
24	Encourage homeowners to use tie-down straps and/or anchors to secure ancillary buildings and metal awnings or porches to mitigate the potential for flying debris during severe wind events.	Severe Wind	Both	Staff time	High		On-going as needed	Development Services	City Budget
25	Use website and social media sources to raise public awareness to the impacts of flood and severe winds associated with monsoon season.	Flood, Severe Wind	Both	Staff time	High		On-going and seasonal	Emergency Management	City Budget



CITY OF GLENDALE JURISDICTIONAL SUMMARY

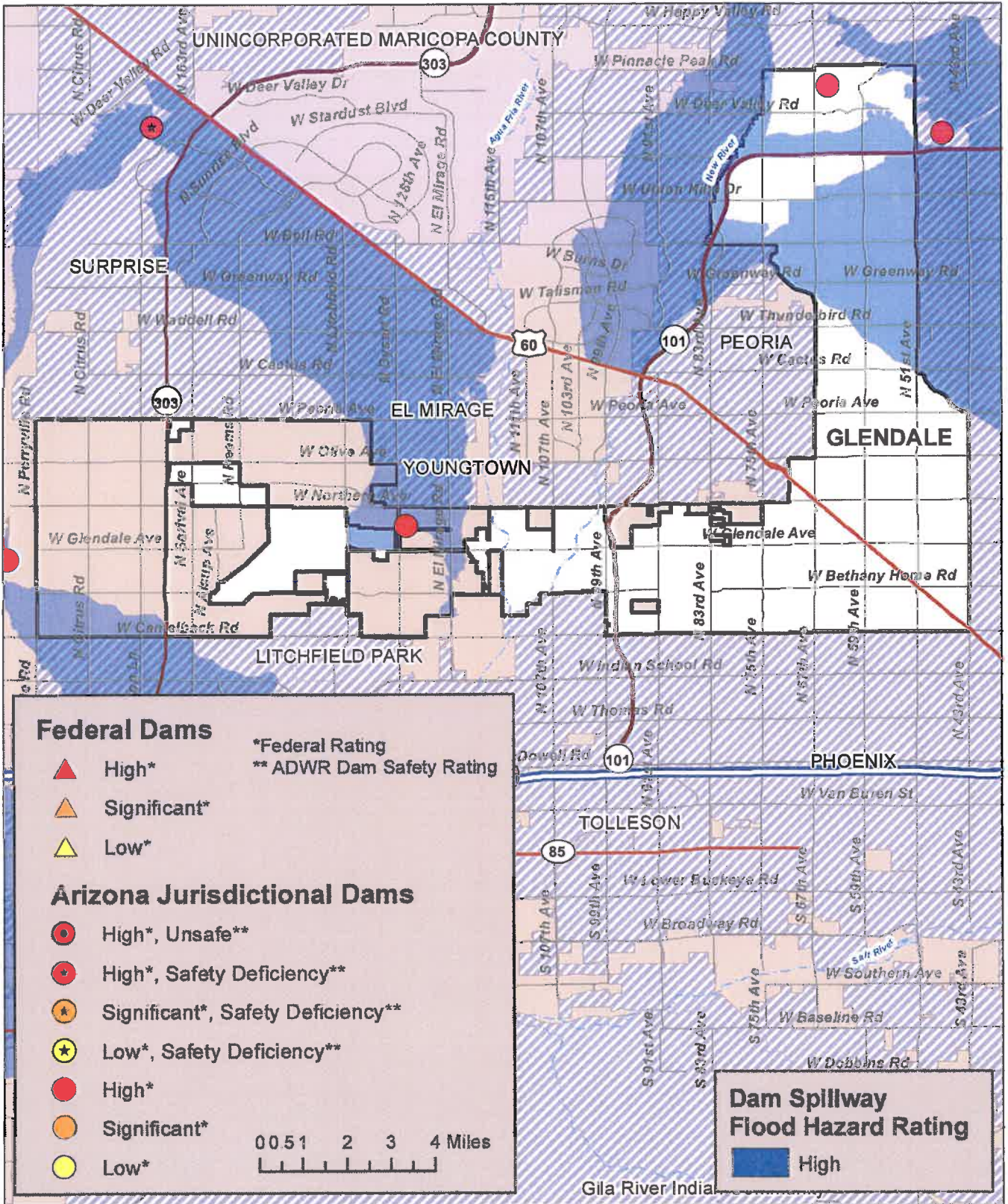
As a final step in the planning process, the MJPT developed plan maintenance procedures to establish guidelines for maintaining, reviewing, and updating the Plan over the next five (5) years. The MJPT reviewed the current DMA 2000 rules, the October 2011 FEMA guidance documents, and discussed a strategy for performing the required monitoring and evaluation of the Plan over the next 5-year cycle. The MJPT has established the following monitoring and evaluation procedures:

- **Schedule** – The Plan shall be reviewed on at least an annual basis. MCDEM will take the lead to send out an email request to each jurisdiction via the MJPT on or around the month of May.
- **Review Content** – Using an email matrix, MCDEM will require each jurisdiction to periodically provide responses to the following questions:
 - **Hazard Identification:** *Have the risks and hazards changed?*
 - **Goals and Objectives:** *Are the goals and objectives still able to address current and expected conditions?*
 - **Mitigation Projects and Actions:** *For each mitigation action/project summarized in Section 6.3.2:*
 - *Has there been activity on the project – Yes or No?*
 - *If Yes, briefly describe what has been done and the current status of the action/project.*
- **Documentation** – Using email, each jurisdiction will review and evaluate the Plan as it relates to its community and document responses to the above questions. MCDEM will archive the responses in a digital format and store with the Plan for incorporation during the next Plan update. Any hard copies will be included in Appendix E.

Should a major update to the Plan be proposed before the next five-year Plan update, the jurisdiction's LPT will provide a formal presentation to its Council or Board.

At the five year update, the following actions will occur:

- ✓ One year before the plan expiration date, the MJPT will re-convene to review and assess the materials accumulated in Appendix E of the Plan.
- ✓ The MJPT will update and/or revise the appropriate or affected portions of the plan and produce a revised plan document.
- ✓ The revised plan document will be presented before the respective Councils and Boards for an official concurrence/adoption of the changes.
- ✓ The revised plan will be submitted to ADEM and FEMA for review, comment and approval.



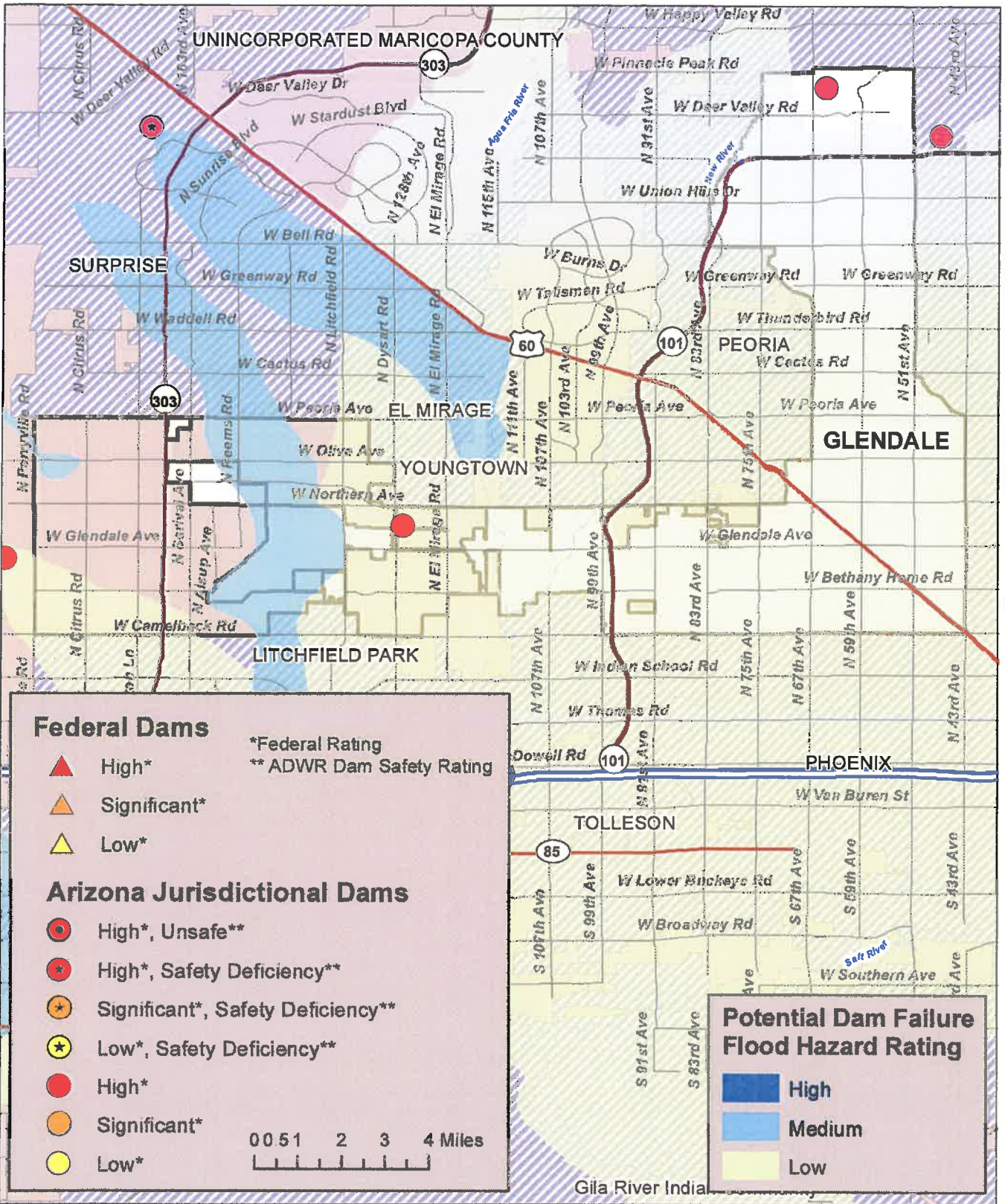
Legend

- Arterial Road
- Major Streams
- Glendale
- Maricopa County
- Other Communities

N

Maricopa County Multi-Jurisdictional Hazard Mitigation Plan

Map #1D11
City of Glendale
Dam Spillway
Flood Hazard Map
 as of Jan. 2015



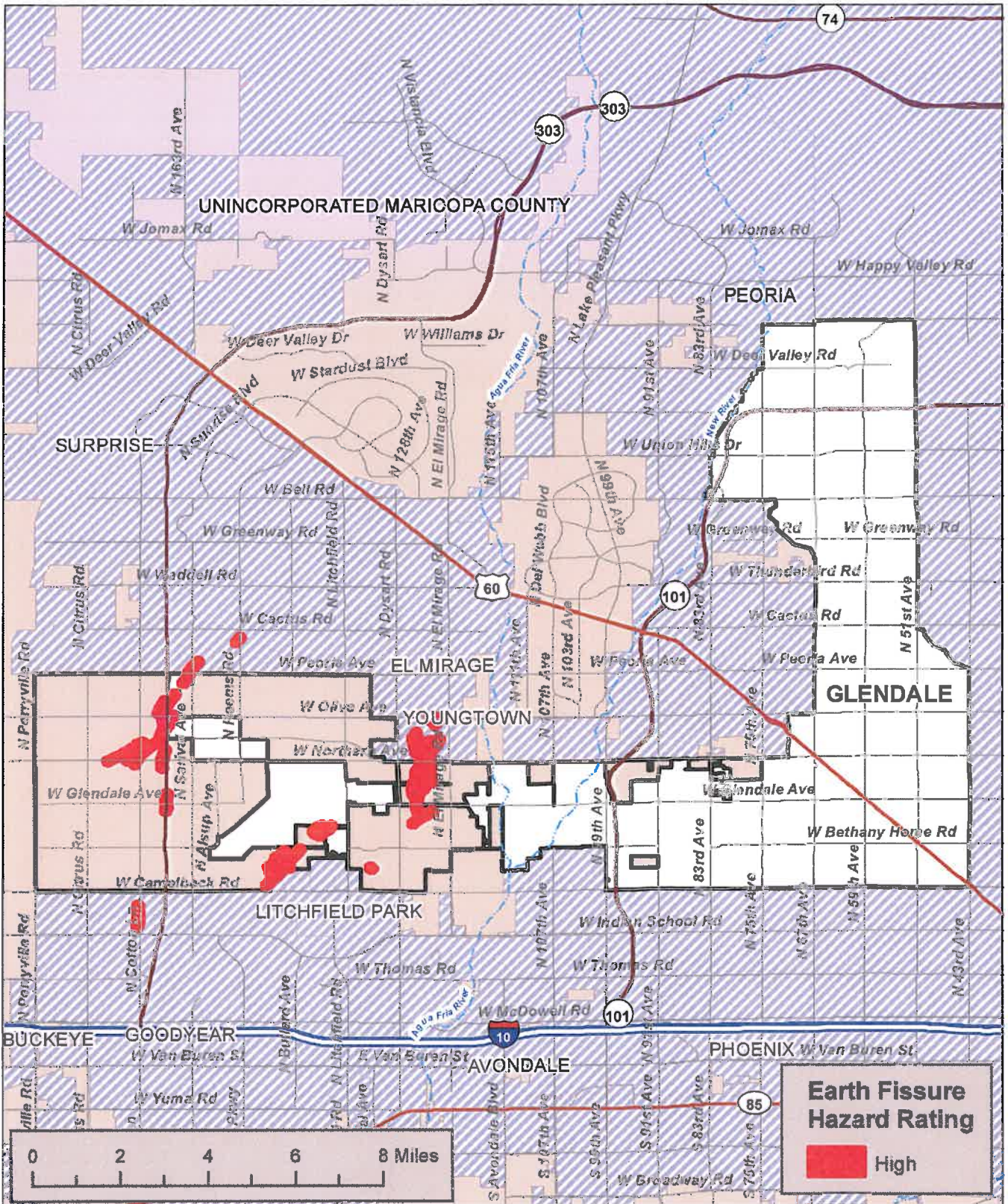
Legend

- Arterial Road
- Major Streams
- Glendale
- Maricopa County
- Other Communities

N

Maricopa County Multi-Jurisdictional Hazard Mitigation Plan

Map #2D11
City of Glendale
Potential Dam Failure Flood Hazard Map
 as of Jan. 2015



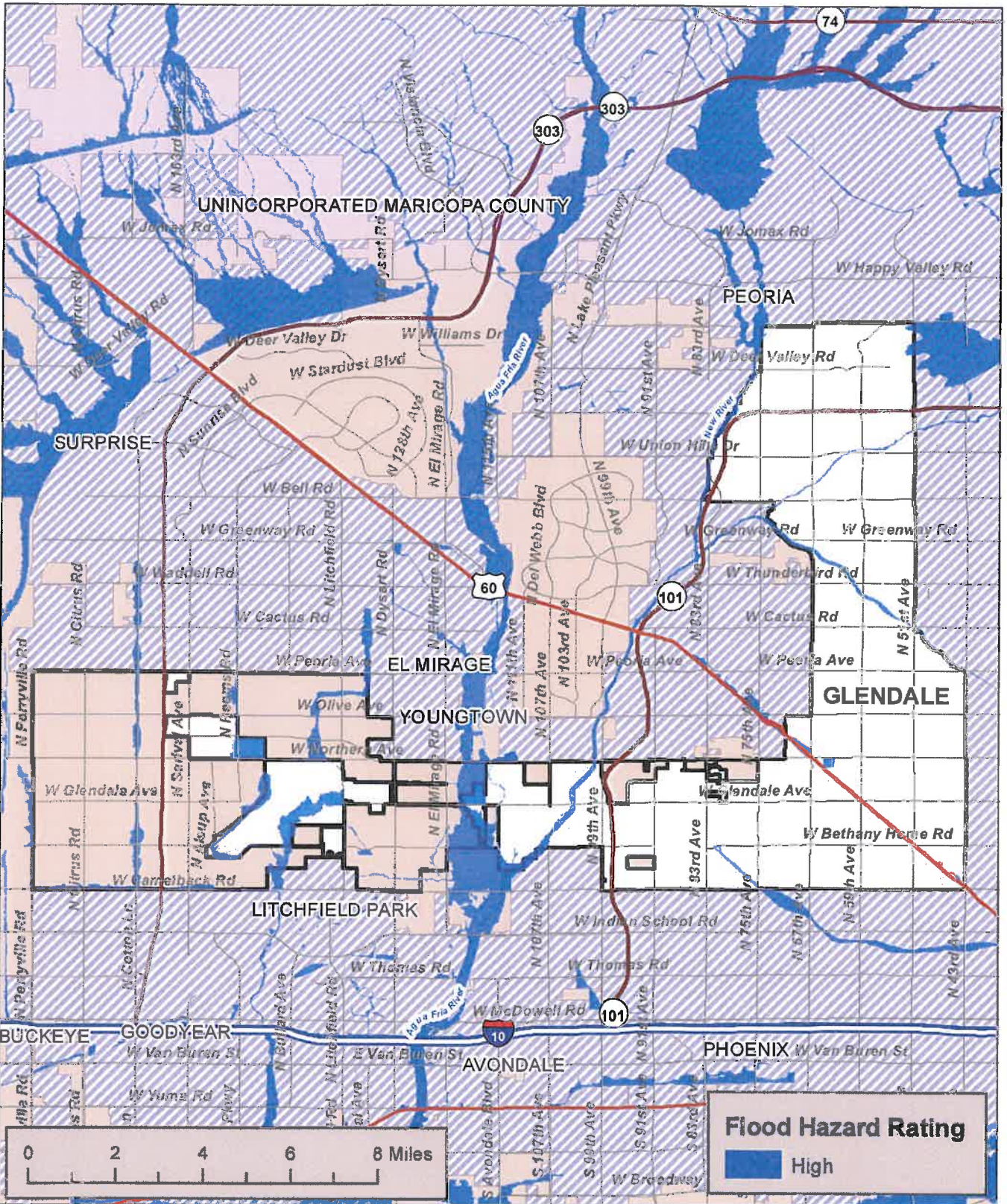
Legend

- Arterial Road
- Major Streams
- Glendale
- Maricopa County
- Other Communities

N

Maricopa County Multi-Jurisdictional Hazard Mitigation Plan

Map #3D11
City of Glendale
Earth Fissure Hazard Map
 as of Jan. 2015



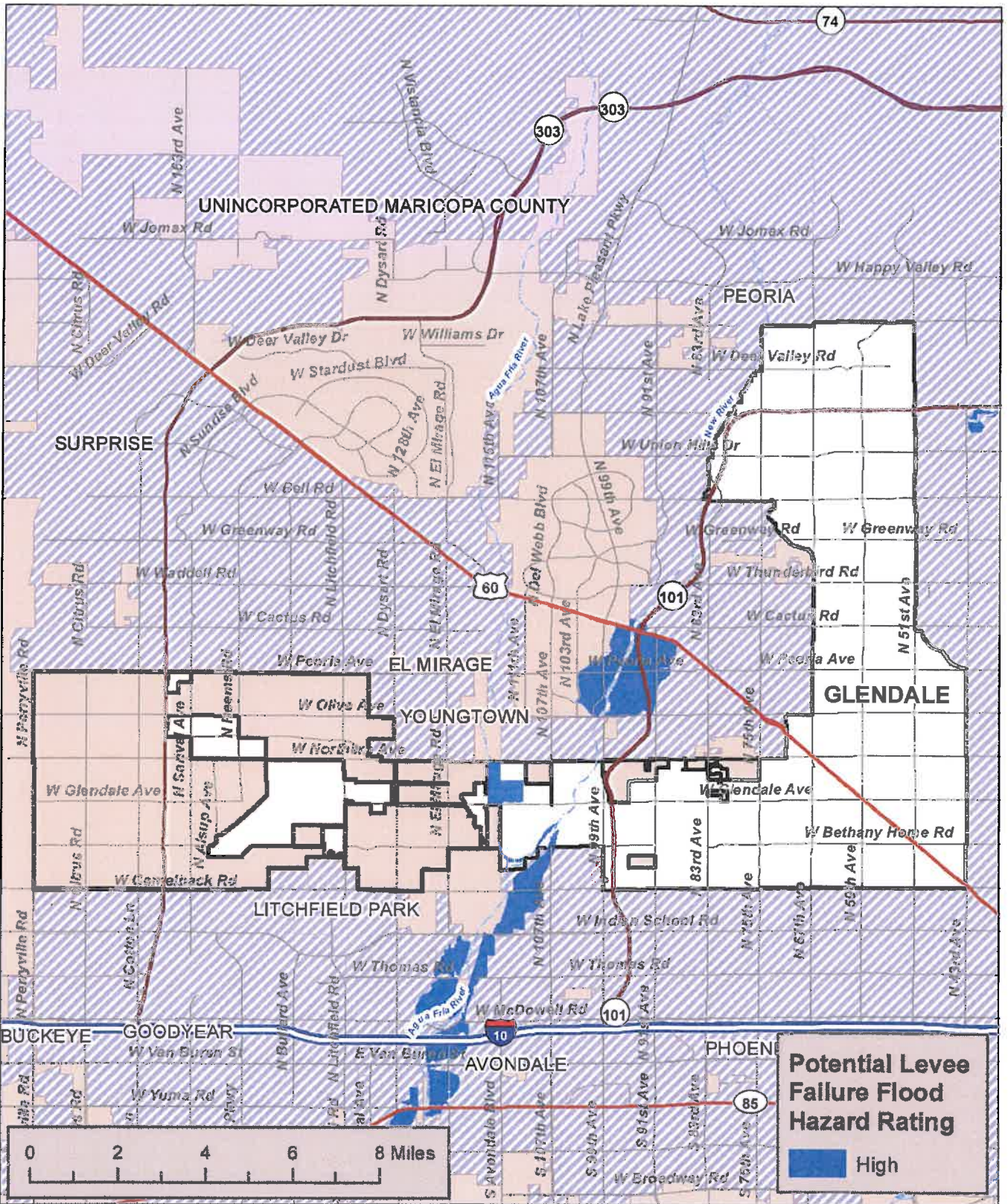
Legend

- Arterial Road
- Major Streams
- Glendale
- Maricopa County
- Other Communities

N

Maricopa County Multi-Jurisdictional Hazard Mitigation Plan

Map #4D11
City of Glendale
Flood Hazard Map
 as of Jan. 2015




Legend


- Arterial Road
- Major Streams
- Glendale
- Maricopa County
- ▨ Other Communities

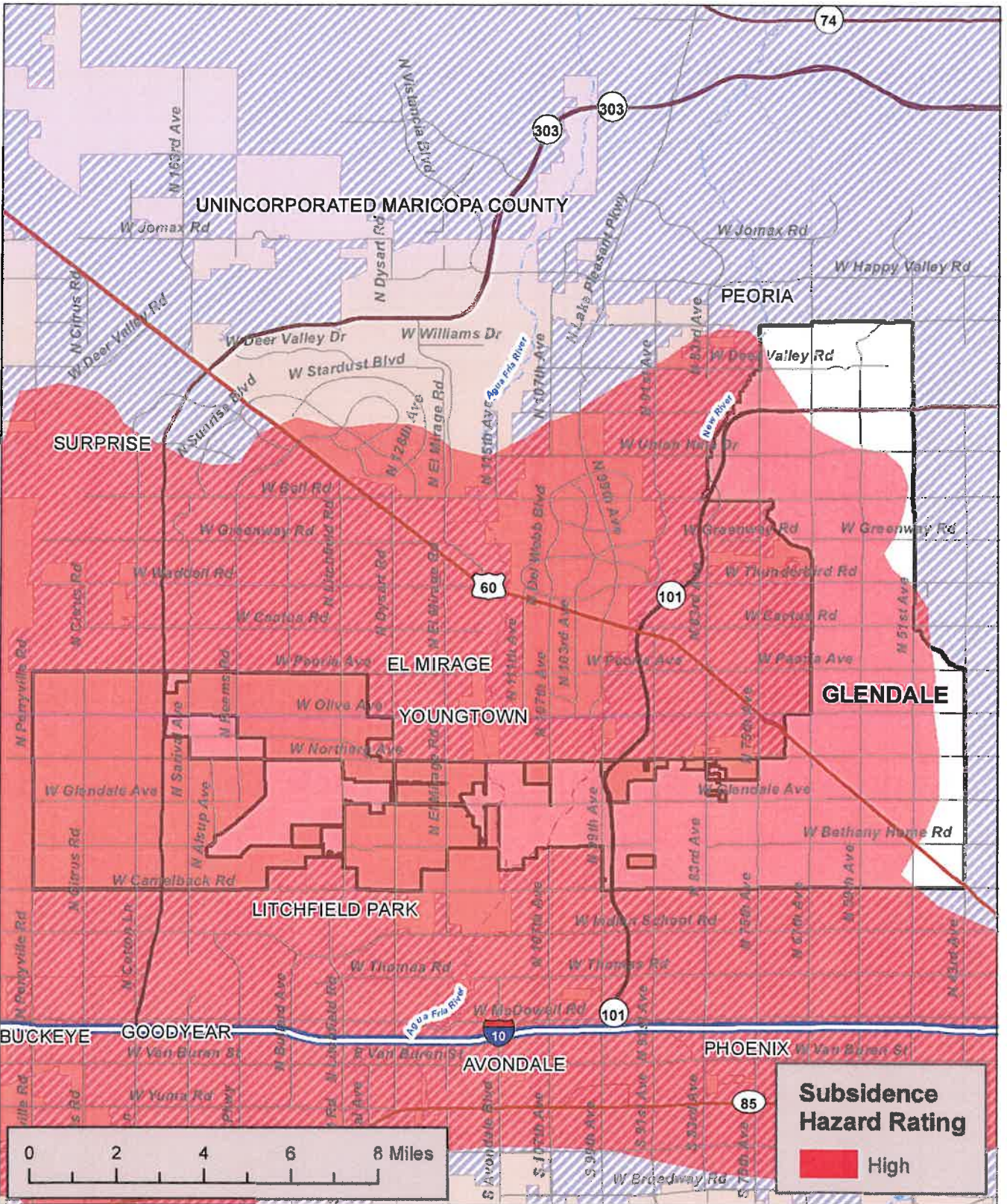
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Maricopa County Multi-Jurisdictional Hazard Mitigation Plan



Map #5D11
City of Glendale
Potential Levee Failure Flood Hazard Map
 as of Jan. 2015





Subsidence Hazard Rating
 High

Legend

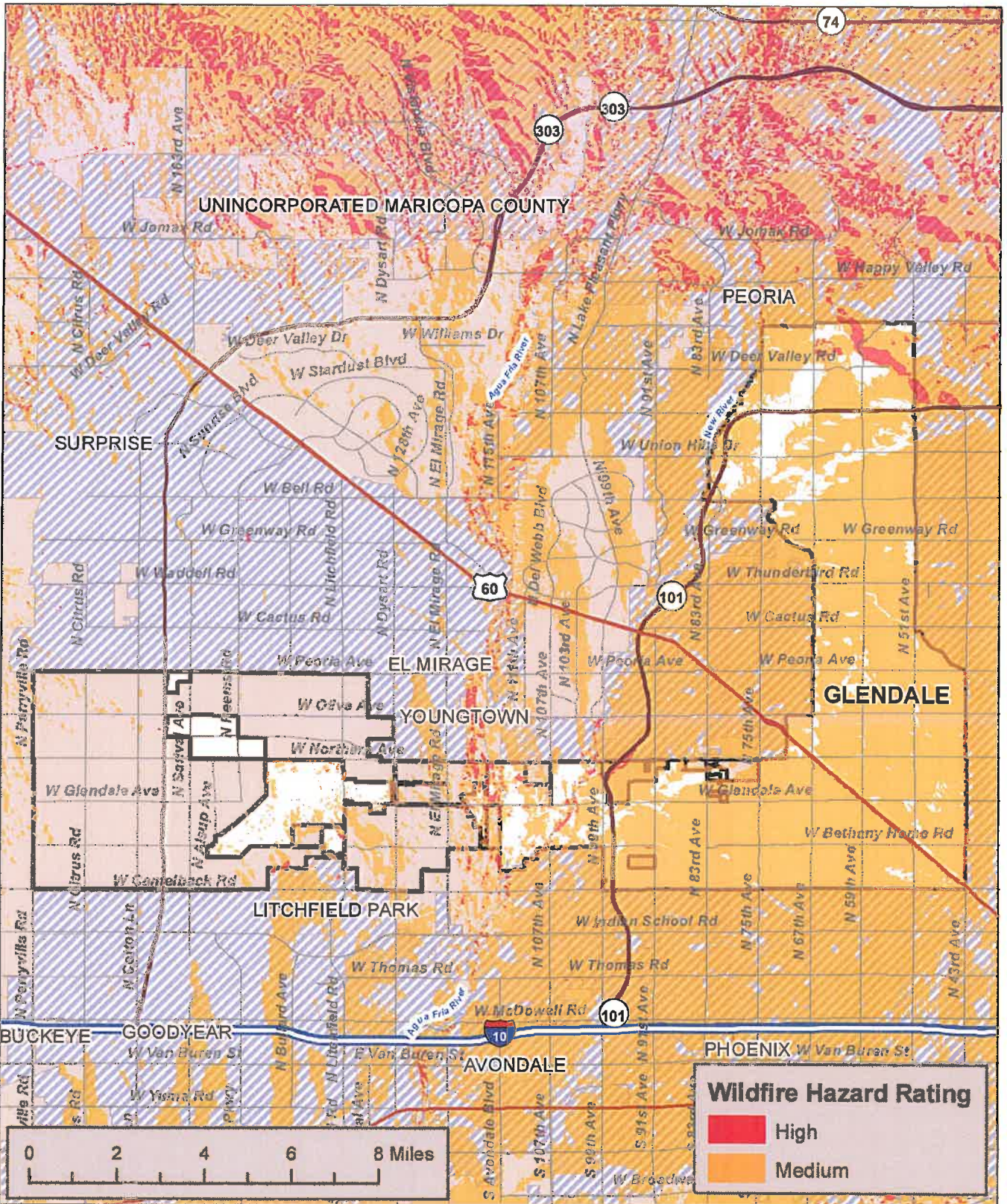
- Arterial Road
- Major Streams
- Glendale
- Maricopa County
- Other Communities

N

Maricopa County Multi-Jurisdictional Hazard Mitigation Plan

GLENDALE

Map #6D11
City of Glendale
Subsidence Hazard Map
 as of Jan. 2015



Legend

- Arterial Road
- Major Streams
- Glendale
- Maricopa County
- Other Communities

N

Maricopa County Multi-Jurisdictional Hazard Mitigation Plan

Map #7D11
City of Glendale
Wildfire Hazard Map
as of Jan. 2015



Legislation Description

File #: 16-127, Version: 1

ORDINANCE 2983: AUTHORIZATION TO ENTER INTO LEASE AGREEMENT WITH GCH SERVICES, LLC, FOR SUITE 101 AT GLENDALE MUNICIPAL AIRPORT

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 authorizing the City Manager to enter into a Lease Agreement with GCH Services, LLC, for Suite 101 in the terminal building at the Glendale Municipal Airport.

Background

GCH Services, LLC (Gold Coast Helicopters) currently leases six office suites, seven tie downs, one advertising board, and a land lease in the south box hangar area at the Glendale Municipal Airport. The company has received a new government contract and needs additional office space. They will have two employees in the new office of 308 square feet. One employee will be a new hire and the other is a current employee.

Analysis

The Aviation Advisory Commission has passed a recommendation for the City to enter into a Lease Agreement with GCH Services, LLC for Suite 101 in the amount of \$4,583.04 per year (\$381.92 per month) plus tax and a pro-rata share of utilities. The damage and cleaning deposits are waived based on tenant history.

Previous Related Council Action

On November 10, 2015, the City Council approved the new rates and charges that included variable and negotiable lease rates.

Community Benefit/Public Involvement

The Glendale Municipal 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. GCH Services, LLC provides aircraft and helicopter maintenance, air transportation, and flight training, and has been a good and long term tenant. The rental of the office suite will provide additional revenues and will increase the potential self-sustainability of the airport, enabling staff to better maintain and operate the public facility.

The Aviation Advisory Commission recommended approval of this Lease Agreement on February 11, 2016.

Budget and Financial Impacts

The yearly revenue will be \$4,583.04.

ORDINANCE NO. 2983 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AN AIRPORT TERMINAL LEASE AGREEMENT WITH GCH SERVICES, LLC FOR CERTAIN OFFICE SPACE IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City is the owner of the Glendale Municipal Airport and the Terminal Building located thereon; and

WHEREAS, the City desires to lease to GCH Services, LLC certain office space at the Glendale Municipal Airport Terminal Building.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City has determined that certain office space (Suite 101) at the Glendale Municipal Airport Terminal Building shall be leased to GCH Services, LLC.

SECTION 2. That the City Manager and City Clerk be authorized and directed to execute an Airport Terminal Lease Agreement with GCH Services, LLC for office space at the Glendale Municipal Airport Terminal Building, on behalf of the City of Glendale. A copy of said agreement is on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
l_airport_gch.doc

WHEN RECORDED, RETURN TO:

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

C-_____

LEASE AGREEMENT

Airport Terminal Office

(Master Lease form adopted by Ordinance No. 2761 New Series)

This Lease Agreement ("Lease") is executed to be effective the ____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation ("City"), and GCH Services, LLC ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Boulevard ("Airport");

WHEREAS, Lessee desires to lease certain office space ("Property") in the Airport terminal on which to occupy and operate aviation related operations, such property being more particularly described below and in Exhibit A attached hereto; and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS

- A. The City hereby leases to Lessee the Property, described as Suite 101, located in the Glendale Municipal Airport Terminal Building, consisting of 308 square feet and as set out in Exhibit A.
- B. The City leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
 - 1) The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport related to the Property, including corridors, lavatories and designated parking areas.
 - 2) The right of ingress and egress from the Property over and across designated Airport property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.

- C. Lessee shall not use the Property for any purposes other than those specified above. Any new or additional uses require the prior written approval of the City. All rights granted to Lessee under this Lease are non-exclusive.
- D. Lessee shall not engage in any activities on the Airport that interfere with the use of the Airport and facilities for airport purposes.
- E. Lessee is prohibited from developing residential living quarters on the Property. Any identified residential living quarters on the Property may be declared an event of default and subjects this Lease or any sublease to being declared null and void.

2. TERM

- A. The original term of this Lease shall be for a period of one (1) year (not to exceed five years) commencing on February 1, 2016 and expiring on January 31, 2017, unless sooner terminated pursuant to the provisions contained herein.
- B. The City grants to Lessee an option to renew this Lease for five successive one year periods, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. Lessee may exercise an option by delivering to the Airport Manager written notice of its intention to do so at least sixty (60) days prior to the expiration of the original term of this Lease or any renewal thereof together with proof of insurance as required by this Lease.

3. RENT

- A. From the effective date of this Lease, Lessee's annual rent will be \$4,583.04 +tax. The monthly rental installment will be \$381.92 +tax.
- B. Lessee shall pay rent due on a monthly basis, divided into twelve equal installments, due on the first day of each month. Payments should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.
- C. The Lease rate will increase under the Consumer Price Index (CPI) annually based upon the anniversary month of the execution of this Lease and be calculated and implemented as follows: subtract the published CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the previous year from the CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the then current year; divide the result by the previous year CPI; then multiply the resulting factor by the current rental rate to determine the amount of increase; add the amount of increase to the then current rate to establish the rate that will become effective the 1st of the second month following the anniversary month. Rate increases under this paragraph do not require notice to

the Lessee and will become effective by operation of this Lease without further action.

- D. If the City establishes a market-based annual rental increase in any particular year, then either the CPI above or the market study increase will apply for that year, whichever is greater.
- E. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for payment of a late fee in the amount of \$50.00, due by the fifteenth day of the month. Any amounts paid later than fifteen days after the due date shall also bear interest on the unpaid principal balance at the rate of 18% annually from the due date until payment in full is made.
- F. Any other fees or charges outlined in this Lease are in addition to the rent required under this paragraph.

4. TIE-DOWN FEES

Any tie-down space desired by Lessee during the term of this Lease is subject to the availability, standard terms and conditions, and the then currently authorized rates for tie-down space.

5. INSTRUCTION, RENTAL AND CHARTER FEES

Lessee shall pay City the then currently authorized fees for aircraft users or aircraft located at the Airport and used by Lessee for flight instruction, aircraft rental or aircraft charters.

6. AVIONICS SALES, MAINTENANCE AND REPAIR SERVICES

Lessee shall pay City 2½% of Lessee's gross sales on avionics, maintenance and repair services at the airport.

7. AIRCRAFT SALES

Lessee shall pay City 2½% of Lessee's gross sales on aircraft sales originating from Lessee's operations at the airport. This provision is applicable regardless of the location at which the transaction is closed.

8. DEPOSITS

Upon execution of this Lease, Lessee will deposit with City a refundable damage deposit equal to the amount of one month's rent in the amount of \$0.00 - waived based on tenant history. A nonrefundable cleaning deposit for general cleaning, carpet shampooing, minor repairs and touchup will be required at the same time in the amount of \$0.00 - waived based on tenant history. Deposits will be maintained by the City in non-interest bearing accounts.

9. UTILITIES

In addition to monthly rent, Lessee shall pay City a pro-rata share for utility services provided by the City based upon square feet of leased space. Utilities include water, wastewater, electricity and natural gas. Payment for utilities is due the first day of the month and should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.

10. IMPROVEMENTS

- A. Lessee is not authorized to make improvements or modifications to Airport property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City; and upon completion of the construction, Lessee shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications must be constructed in a good, workmanlike manner by licensed contractors. All improvements or modifications made to Airport property become the property of the City, at no cost to the City, upon termination of Lessee's interest under this Lease.
- B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee interfere with any F.A.A. navigational aid, Lessee is responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner by licensed contractors.

11. ACCEPTANCE; MAINTENANCE; REPAIRS

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the F.A.A. and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder.
- B. City will maintain the structural integrity, basic utility accessibility and other major items of maintenance as to preserve the value of the Property; however, Lessee is responsible for all other maintenance or repairs as stated herein. Lessee shall maintain the property and keep it at all times in a safe and serviceable condition and in accordance with the minimum standards for maintenance and operation required by applicable Federal, state and local agencies, including but not limited to the United States Department of Transportation ("DOT") and the United States Federal Aviation Administration ("FAA").

- C. The City reserves the right, but is not obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee concerning those activities.
- D. Lessee is solely responsible, at its cost, to make repairs for any damage caused by Lessee, or its agents, employees, or invitees to the Property. Lessee shall maintain the Property and keep it at all times, in a clean and orderly condition and appearance, including any personal property or fixtures of the Lessee. Lessee is responsible for regular and routine janitorial services on the Property.
- E. If Lessee fails to repair or maintain the Property to the satisfaction of the City, within a period of twenty days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without the entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and maintain or repair, any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof are payable to the City by Lessee on demand. However, if in the opinion of the City, Lessee's failure to perform maintenance endangers the safety of the public, the employees, the Property or other tenants at the Airport, and the City so states in notice to Lessee, the City may, in its sole discretion, elect to perform the maintenance at any time after the giving of notice, and Lessee, upon demand, shall pay the City for all work done. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations unless stated otherwise herein.

12. ADDITIONAL OBLIGATIONS OF LESSEE

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder and provide the City with the manager's name and contact information within 48 hours of the manager's appointment. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee will provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee will conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, endanger or be offensive to others. Lessee shall not produce on the Airport any disturbance that interferes with the operation by the City or the F.A.A. of air navigational, communication or flight equipment on the Airport.

- C. Lessee is responsible for controlling the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and use a system of refuse disposal approved by the City.
- E. Lessee will not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.
- F. Lessee will not, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.
- G. Lessee will take measures to ensure security of the Property and implement any additional security measures as requested in writing by the Airport Manager. All security costs are borne by Lessee.
- H. Lessee shall provide prompt, written notice to the City of any person or entity performing flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.

13. INGRESS AND EGRESS

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property.

14. ASSIGNMENT AND SUB-LETTING

- A. Lessee will not assign or sub-lease any of its interest under this Lease, nor permit any other person to occupy the Property, without the prior written consent of the City. City will not unreasonably withhold consent so long as Lessee presents compelling reasons to City for the assignment or sublease. As a condition of approval, Lessee shall submit biographical and financial information of the proposed assignee or sub-lessee as well as the potential terms of the sub-lease at

least thirty days prior to any anticipated transfer of Lessee's interest. The terms of this Lease will be considered as incorporated into any sub-lease.

- B. Lessee may not mortgage, encumber or assign any portion of its right, title and interest in this Lease to lenders for any purpose.
- C. With an approved sub-lease, Lessee shall pay the City 2% of any increment of rent paid to Lessee by the sub-lessee that is greater than the amount of rent then currently paid by the Lessee to City (sub-lease surcharge). The sub-lease surcharge payment shall be made concurrently with the rental payment required under this Lease.

15. ADVERTISING SIGNS

Lessee may install signage on the Property identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation. Any use of the City's advertising board is subject to the then current terms, conditions and rates for use. Any sign installation outside the terminal building or elsewhere on the Airport must comply with this paragraph as well as with applicable City zoning code requirements.

16. DEFAULT; TERMINATION BY CITY

- A. The City may terminate this Lease by giving Lessee thirty days written notice after any of the following events:
 - 1) The failure of Lessee to perform any of its obligations under this Lease, if Lessee fails to cure its default within the thirty day notice period; or
 - 2) The taking of possession for a period of ten days or more of substantially all of the personal property used on the Property belonging to Lessee by or under lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
- B. The City may place Lessee in default of this Lease by giving Lessee thirty days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During the thirty day notice period, Lessee shall cure any default; otherwise, the City may elect to terminate this Lease or do any of the following:
 - 1) Institute action(s) to enforce this Lease;
 - 2) Take possession of the Property, and without terminating this Lease, and on behalf of Lessee, re-let the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The

City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;

- 3) Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and re-letting and brokerage commissions for services performed by or for the City;
 - 4) Exercise the "Remedies of Landlord" as set forth in *Arizona Revised Statutes*, Title 33; or
 - 5) Exercise any other remedy allowed by law or equity.
- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City may, upon written notice to Lessee, immediately terminate this Lease or secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee will terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by Lessee. Lessee and City agree that acceptance of rent and other fees by the City under this Lease for any period after a default by Lessee of any of its obligations will not be considered a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

17. TERMINATION BY LESSEE

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty days written notice after any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, local or airport emergencies or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

18. INDEMNIFICATION

Lessee shall defend, indemnify and hold harmless the City, including its elected or appointed officials, agents, boards, commissions and employees, from all loss, damages or claims of whatever nature, including attorneys' fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee, including its agents, employees and invitees in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee may compromise and defend the same to the extent of its own interest. The City may, but has no duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

19. INSURANCE

Lessee shall procure, and at all times, maintain the following types and amounts of insurance for its operations on the Property:

- A. Commercial general liability including broad form contractual, personal injury, premises, completed operations and fire legal liability in the amount of not less than \$2,000,000 per occurrence; hangarkeeper's liability if storing aircraft in the amount of not less than \$2,000,000 per occurrence; and aircraft flight operations liability coverage in an amount of not less than \$1,000,000 aggregate with a sub-seat limit of not less than \$100,000 if providing flight operations, sales or schools.
- B. Automobile liability insurance for all owned, non-owned or hired vehicles in an amount of not less than \$2,000,000 combined single limit per occurrence.
- C. Fire and extended casualty coverage for all improvements and fixtures on Lessee's premises in an amount of not less than the full replacement value thereof, to the extent Lessee has an insurable interest in the Property.
- D. Worker's compensation and employer's liability coverage in the amounts required by law.
- E. Insurance shall be in a form satisfactory to and from a company acceptable to the City's Risk Manager, shall name the City as an additional insured and shall require thirty days written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of

indemnity assumed in this Lease. Policy issuer must possess an A.M. Best rating of at least A.

- F. The City's Risk Manager may determine other requirements necessary for Lessee's operations. Insurance requirements are subject to periodic review and adjustment by City.

20. QUIET ENJOYMENT

So long as Lessee timely pays the rent required under this Lease and performs all of its other obligations under this Lease, Lessee may peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Airport. Exclusive use of the Property does not confer any exclusivity as to type of operation relative to other Airport tenants.

21. SURRENDER OF POSSESSION

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights granted under this Lease cease, and it shall surrender and leave the Property in as good condition as it was upon initial occupancy, normal wear and tear excepted. Unless otherwise stated, all trade fixtures, equipment, and other personal property installed and placed by Lessee on, but not attached to the Property, remain the property of Lessee, and Lessee may, at any time during the term of this Lease remove the fixtures, equipment or personal property and Lessee shall repair, at its sole cost, any damage caused by removal. Any property not removed by Lessee becomes part of the Property and ownership vests with the City.

22. NOTICE

- A. All notices required or permitted under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: Glendale Municipal Airport
 Attention: Airport Manager
 6801 North Glen Harbor Boulevard, Suite 201
 Glendale, Arizona 85307

with a copy to: City Attorney
 CITY OF GLENDALE
 5850 West Glendale Avenue, Suite 450
 Glendale, Arizona 85301

TO LESSEE: GCH Services, LLC

 6801 North Glen Harbor Blvd., Ste. 100
 Glendale, AZ 85307

with a copy to:

Statutory Agent:
Stephanie Tresky
12931 W Luchana Dr.
Litchfield Park, AZ 85340

- B. Any notice given by certified mail is considered received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes under this Section.

23. SEVERABILITY

If any provision of this Lease is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

24. TAXES AND LICENSES

- A. Lessee shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, the tax shall also be paid by Lessee for the period this Lease is in effect.
- B. Lessee acknowledges that it may be a “prime lessee,” as defined in A.R.S. § 42-6201, and that it may, or in the future, may be subject to government property lease excise tax liability under this Lease. Lessee further acknowledges that any failure by Lessee to pay taxes due under this section after notice and an opportunity to cure constitutes a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.
- C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease, all licenses and permits required for its business purpose.
- D. The taxes due under this section are not a substitute for nor in lieu of any other fees or surcharges associated with sales transactions and otherwise required under this Lease.

25. LITIGATION

This Lease is governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Lessee arising under this Lease, the successful party is entitled to recover its attorneys' fees, expert witness fees and other costs incurred in connection with the litigation or arbitration. Both parties hereby waive any right to a jury trial and consent to a trial to the court.

26. RULES AND REGULATIONS

Lessee shall comply with all applicable federal, state, or local government agreements, laws, rules, regulations, ordinances, grant assurances, including the Americans with Disabilities Act, and with the orders of any and all governmental authorities and agencies concerning the Airport or the Property or the use thereof, including, without limitation, orders of the DOT, the FAA, the United States Department of Homeland Security, and the EPA, including all laws, ordinances, rules, regulations and orders adopted after the effective date of this Lease. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are also hereby incorporated as terms of this Lease.

27. RIGHT OF ENTRY RESERVED

- A. The City may at all reasonable times enter upon the Property for any lawful purpose if the action does not unreasonably interfere with Lessee's use, occupancy or security of the Property. The City may also enter upon the Property at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.
- B. Without limiting the above, the City and any utility provider may, at their own cost, whether for their own benefit or for the benefit of others at the Airport, enter the Property at all reasonable times so long entry does not unreasonably interfere with Lessee's operation to: maintain, repair or replace existing and future utility, mechanical, electrical or other systems which, in the opinion of the City, are necessary or advisable; or construct or install over, in or under the Property systems or parts in connection with maintenance and use the Property for access to other parts of the Airport otherwise not conveniently accessible.
- C. If any personal property of Lessee obstructs the access of the City or any utility company providing service to any of the existing utility, mechanical, electrical and other systems, Lessee shall move the obstruction, as directed by the City or utility company. If Lessee fails to move the obstruction after direction, the City or the utility company may move it, and Lessee shall pay the cost of moving upon demand. Lessee hereby waives any claim for damages as a result the involuntary removal except for claims for damages arising from the City's sole negligence.

28. SECURITY PLAN

City reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles and aircraft in and around the airside and

landside of the Airport and to modify that plan from time to time as necessary to accomplish its purposes. Lessee shall at all times comply with the Security Plan or any directives of the Airport Manager under an imminent threat to security.

29. FAA REQUIREMENTS

- A. The Lessee for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this Lease for a purpose for which a U.S. DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C. In the event of breach of any of the above nondiscrimination covenants, the City may terminate this Lease and reenter and repossess the Property and hold the Property as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- D. The Lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the Lessee or any transferee for the longer of the following periods: (i) the period during which the Property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another

purpose involving the provision of similar services or benefits; or (ii) the period during which the Lessee or any transferee retains possession of the Property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- E. Lessee shall furnish its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and it shall charge reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.
- F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- G. Lessee will comply with the notification and review requirements covered in Federal Aviation Regulations (“F.A.R”) Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- H. Lessee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R., Part 77 or amendments thereto, or that interferes with the runway and/or taxiway “line of sight” of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and remove the offending structure or object and cut the offending tree, all of which will be at the expense of Lessee.
- I. Lessee will not make any use of the Property which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of the interference at the expense of Lessee.
- J. This Lease is subordinate to City’s obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under this Lease that would cause any noncompliance with such obligations of the City. City and Lessee agree that, to the extent any provisions of this Lease are in noncompliance with such obligations, City and Lessee shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.
- K. There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight includes the right to cause any

noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

- L. Lessee understands and agrees that nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4).
- M. The City reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or views of Lessee, and Lessee shall not interfere with, or hinder the City in its plans, policies or actions for Airport development. This provision in no way precludes Lessee's right to public voice and input during meetings or solicitations calling for such comments or input.

30. SURVIVAL OF LESSEE'S OBLIGATIONS

If this Lease is terminated by the City in accordance with the provisions herein or if the City re-enters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive the termination, re-entry or resumption of possession and remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies will become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) will include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

31. REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Lease are cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence of other remedies, shall not prevent the exercise of any other remedy.

32. TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

33. FOREIGN PROHIBITIONS

Lessee certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that it does not have, and during the term of this Lease will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

34. CONFLICTS

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

35. MISCELLANEOUS

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and not construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures appear on following page.]

EXECUTED to be effective on the date specified above.

“City”:

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Pam Hanna, City Clerk

APPROVED AS TO FORM:

City Attorney

“Lessee”:

Bill Tresky

Printed Name: Bill Tresky
Title: Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 23rd day of February, 2016, by William (Bill) Tresky, in his/her capacity as manager of GCH Services, LLC, Lessee.

Roxanne C Alexander

Notary Public

My Commission Expires:

January 15, 2019

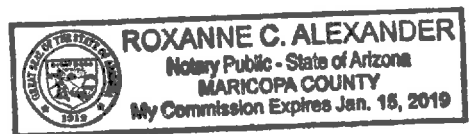
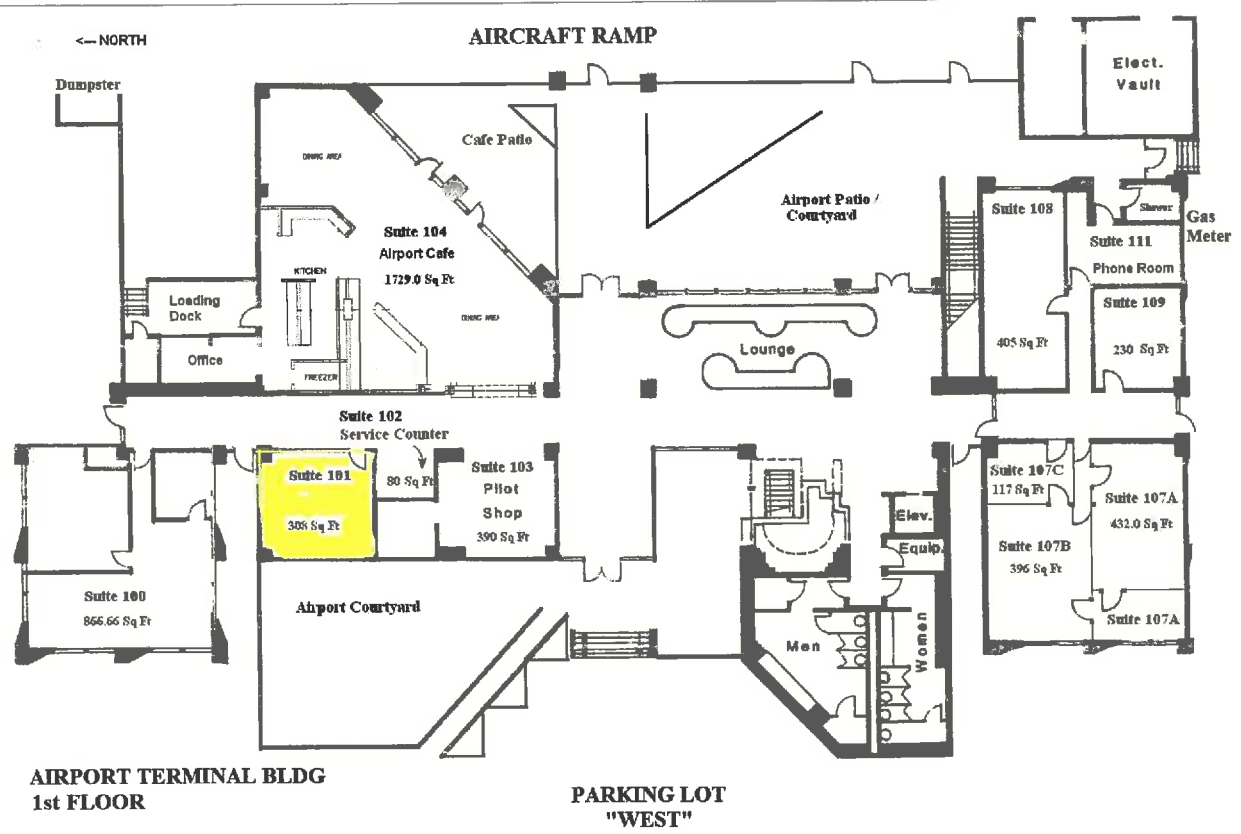


EXHIBIT A

(Diagram attached)





Legislation Description

File #: 16-129, Version: 1

ORDINANCE 2984: CITY CODE CHAPTER 24 ORDINANCE AMENDMENT RELATING TO PARKING ON PUBLIC PROPERTY

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 amending a provision of the Glendale City Code contained in Chapter XXIV concerning parking on public property.

Background

Currently per section 24-53.(b), no person shall park a vehicle in diagonal or at an angle parking on publicly owned property except with the front of the vehicle headed into the curb, cement block, wall, etc., which indicates the front of the parking area. This restriction prohibits drivers from backing into parking spaces that are at a 90-degree angle to a drive aisle or roadway.

Analysis

Transportation staff researched head-in public parking and found no significant issues or studies to suggest one parking direction as being superior to the other in the case of 90-degree angle parking. Possible preferences for head-in parking could include:

- To allow for the license plate to be easily read if it is necessary to identify the owner to the vehicle for any reason.
- It could take longer to back into a parking space, which slows down passing traffic.
- It could be easier to tow a head-in vehicle, if necessary.
- Damage could be caused to walls by drivers backing into them.

In contrast, backing into a parking space that is on a diagonal (greater than zero, but less than 90-degrees) to the adjacent travel way would result in drivers facing the wrong direction when pulling out of the space into traffic. Therefore, staff recommends revising the ordinance to allow for backing into 90-degree angle parking, while leaving the restriction in place for diagonal parking.

Modification to the ordinance would require that signs at three city facilities would need to be removed including the Bank of America garage, the City Hall garage, and Thunderbird Paseo Park near the southwest corner of 59th Avenue and Thunderbird Road.

Community Benefit/Public Involvement

Removing the restriction on 90-degree parking would allow drivers the flexibility to park in a manner they find is comfortable and maintains a desired level of safety.

Budget and Financial Impacts

Funding is available in the FY 2016 Public Works Operating and Maintenance Budget. Expenditures are not expected to exceed \$250.

Cost	Fund-Department-Account
\$250	1340-16820-500200, Signs & Markings

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

ORDINANCE NO. 2984 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 24 (MOTOR VEHICLES AND TRAFFIC), ARTICLE IV (SPECIFIC PARKING PROHIBITIONS), SECTION 24-53 RELATING TO PARKING ON PUBLIC PROPERTY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That Glendale City Code, Chapter 24, Article IV, Sec. 24-53(b) is hereby amended to read as follows:

Sec. 24-53. - Parking upon public property.

...

(b) No person shall park a vehicle on publicly owned property marked for parking, except as designated by lines or markings upon the pavement or ground. No person shall park a vehicle in diagonal ~~or at an angle~~ parking (diagonal parking is any parking at an angle that is less than 90° from the adjacent curb, building, parking driveway aisle, wall, etc.) on publicly owned property except with the front of the vehicle headed into the curb, cement block, wall, etc., which indicates the front of the parking area.

...

SECTION 2. 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 day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
o_transporation_parking.doc