

CITY CLERK ORIGINAL

C-10784
04/12/2016

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 12 day of April, 2016.

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

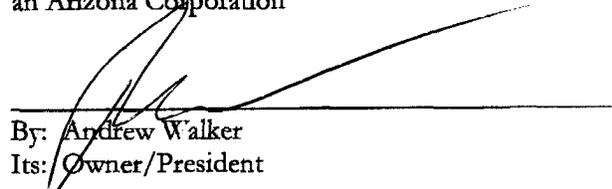

By: Andrew Walker
Its: Owner/President

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.

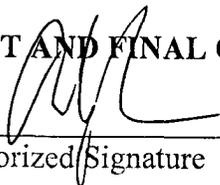
Please label the file as "RFP 16-29 - 'Name of Offeror' - URBAN IRRIGATION SERVICES

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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	<p>City of Glendale Materials Management Solicitation Number: RFP 16-29 URBAN IRRIGATION SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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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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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.

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

3.6 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.



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

- 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

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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 Page 1 of 3
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.

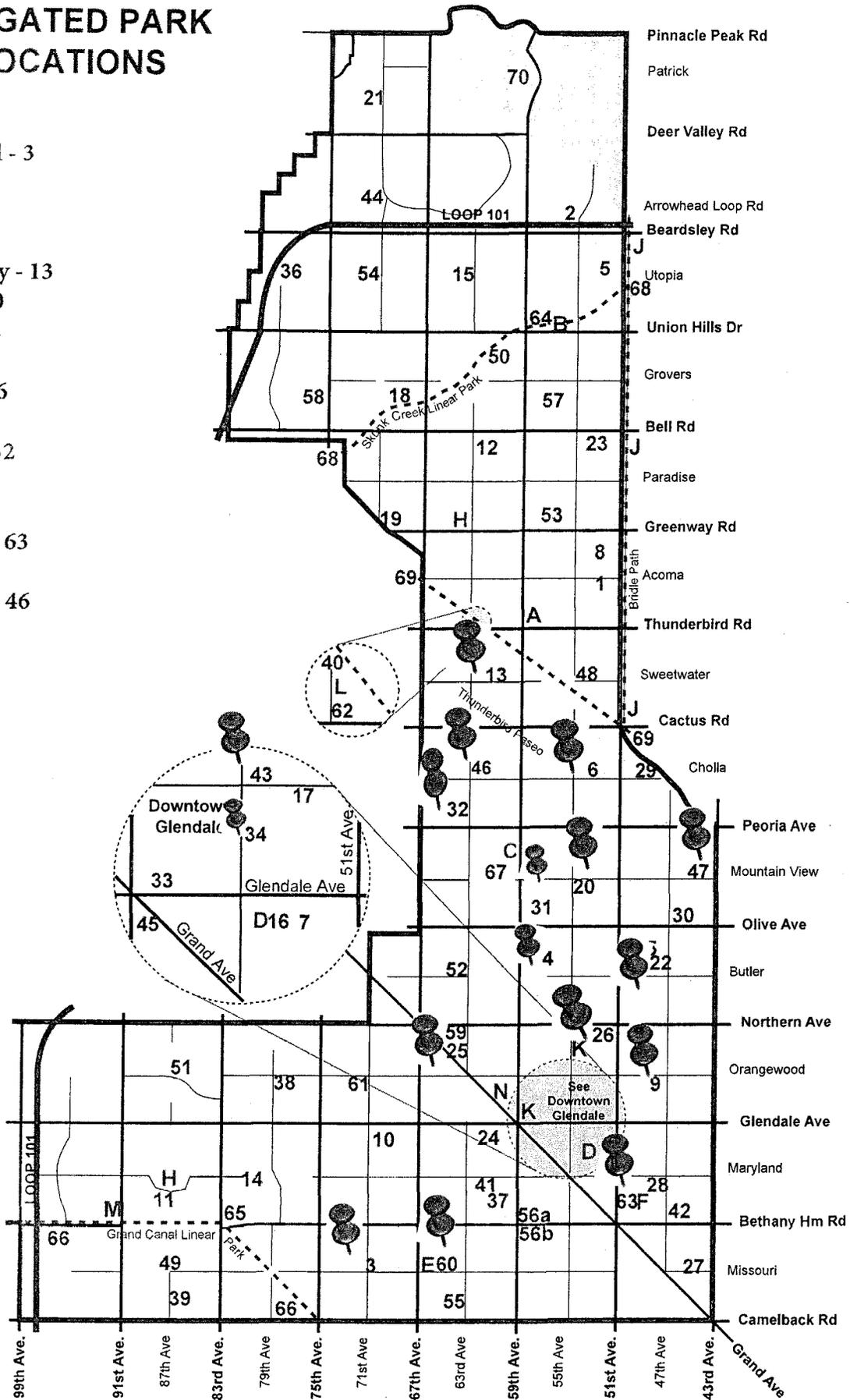
6. QUESTION - Is there verbiage in the customer's agreement with the City that prevents irrigation services from being performed if there are dogs in the yard?
ANSWER - The City's agreement states only that the customer must provide access.

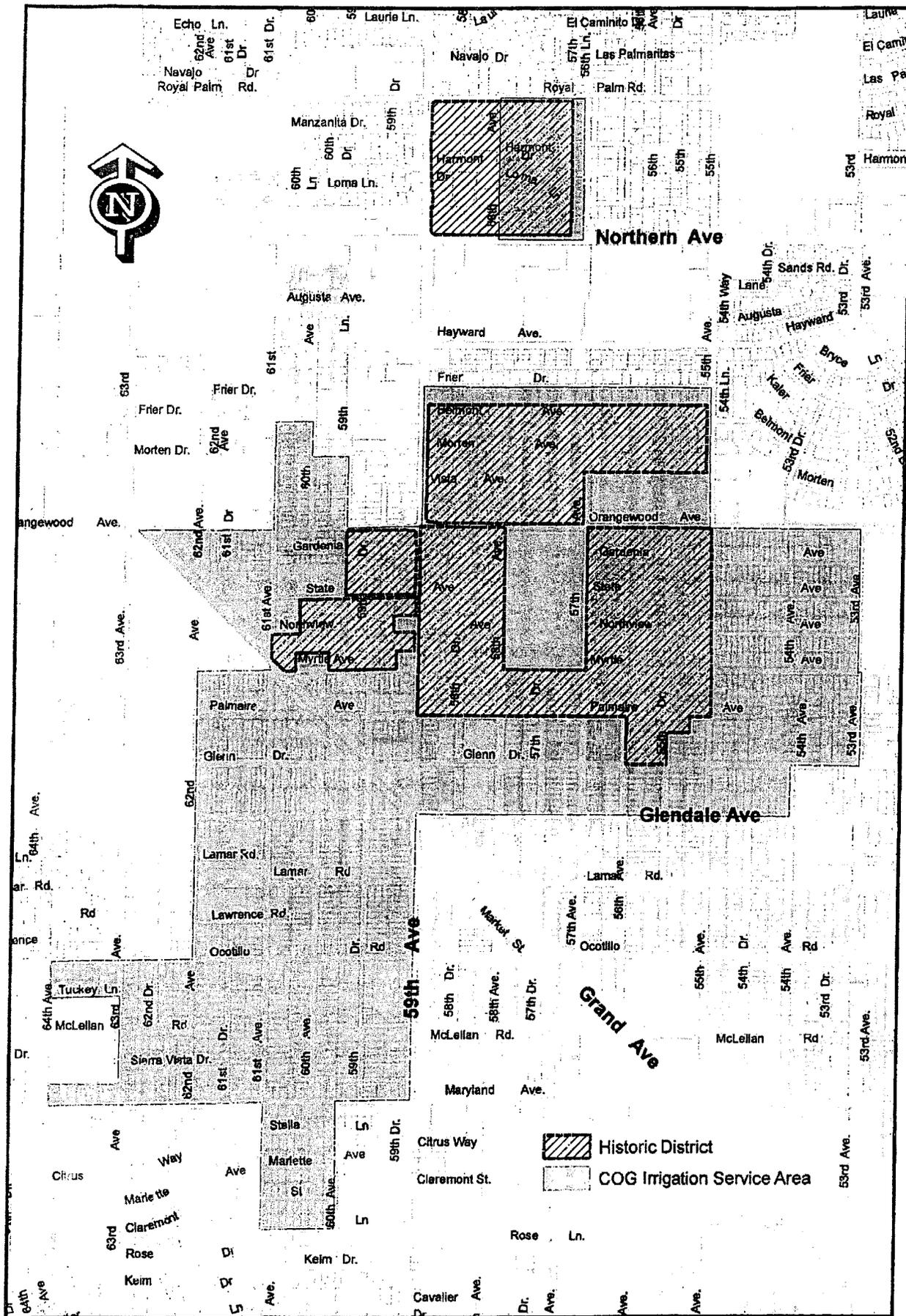
All other requirements, specifications, terms and conditions of the RFP remain unchanged.
The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Luebkin & Walker Enterprises, Inc, dba Salt River Irrigation
Address: PO BOX 1582 Glendale, AZ 85301
Authorized Signature: [Signature]
Print Name and Title: Andrew Walker, Owner

2016 LIST OF FLOOD IRRIGATED PARK LOCATIONS

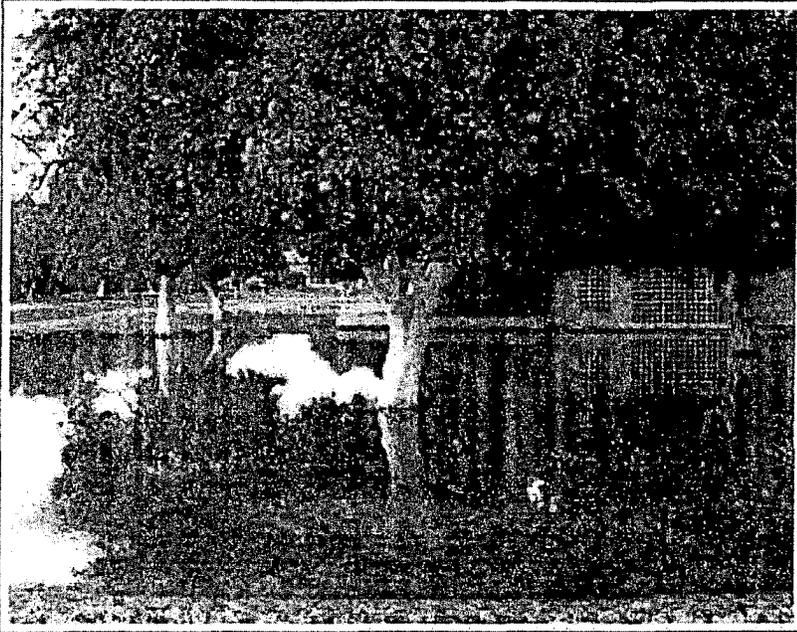
1. Bicentennial - 3
2. Butler - 4
3. Cholla - 6
4. Delicias - 9
5. Desert Valley - 13
6. Heritage - 20
7. Horizon - 22
8. Lions - 25
9. Manistee - 26
10. Mondo - 31
11. Montara - 32
12. Myrtle - 34
13. O Neil - 60
14. Rose Lane - 63
15. Sands - 43
16. Sunnyside - 46
17. Sunset - 47





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@qranh.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.