

**PROFESSIONAL SERVICES AGREEMENT**  
**WATER METER REPLACEMENT CONSULTANT**  
City of Glendale Solicitation No. RFP 21-52

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Arcadis U.S., Inc., a Delaware corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
    - (2) The City must approve the designated Project Manager.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
  - c. Discharge, Reassign, Replacement.
    - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
    - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Consultant's Work.**

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

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
  - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

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

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

- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

### 3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

## 4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$765,398.40 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

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

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

### 5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

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

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

**6. Termination.**

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

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

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

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

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

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

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$1,000,000 annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

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

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

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

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

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.

- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

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

Arcadis U.S., Inc.  
 c/o Esteban Azagra  
 410 North 44th Street, Suite 1000  
 Phoenix, AZ 85008

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

City of Glendale  
 c/o Anthony Weathersby  
 5850 W. Glendale Avenue, Suite 317  
 Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.
  - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

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

14.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

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

**15. Term.**

15.1 **Renewals.** The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

15.2 **Extension for Procurement Process.** Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

**16. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**17. Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies

And political subdivisions of the State. 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.mesaaz.gov/business/purchasing/save>

**18. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

(Signatures appear on the following page.)

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

City of Glendale,  
an Arizona municipal corporation

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By: Kevin R. Phelps  
Its: City Manager

ATTEST:

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Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Arcadis U.S., Inc.,  
a Delaware corporation



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December 2, 2021

By: Esteban Azagra  
Its: Senior Vice President

**EXHIBIT A**  
**Professional Services Agreement**

PROJECT

Consultant will help City of Glendale to assess the City's needs, selecting a water AMR system by way of a performance based contract.

**EXHIBIT B**  
**Professional Services Agreement**

SCOPE OF WORK

Consultant will help the City to assess needs in selecting a water AMR system through the Scope of Services outlined in RFP 21-52 and attached as Exhibit B.



# CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

**SOLICITATION NUMBER:** RFP 21-52

**ONLINE BID NUMBER:** 42100072

**TITLE:** WATER METER REPLACEMENT CONSULTANT

**PUBLISHED DATE:** JUNE 24, 2021

**PRE-OFFER CONFERENCE:** **JULY 15, 2021, 2:00 PM Local Time**  
Please join my meeting from your computer, tablet or smartphone.  
<https://global.gotomeeting.com/join/288280621>

You can also dial in using your phone.  
United States: +1 (646) 749-3122

**Access Code:** 348-514-757  
*Attendance is NOT required*

**OFFER DUE:** **JULY 27, 2021, 2:00 PM Local Time**  
Offer Submission Through Vendor Self-Service (VSS) Online Bid System.  
<https://glendaleaz.munisselfservice.com/Vendors/default.aspx>  
*NOTE: This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.*


**CONTACT:** Anthony Weathersby, Contract Analyst  
Purchasing-Procurement Division  
623-930-2864  
[Aweathersby@glendaleaz.com](mailto:Aweathersby@glendaleaz.com)

Proposals shall be opened using the City's electronic bidding system on the specified due time and date identified herein. All information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION**

**Vendor Self-Service - New and Existing Vendor Registration Guide**

<https://www.glendaleaz.com/common/pages/DisplayFile.aspx?itemId=16718352>

	<b>City of Glendale</b> <b>Solicitation Number: RFP 21-52/ 42100072</b> <b>WATER METER REPLACEMENT CONSULTANT</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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**Exhibit Package**

- Exhibit 1: Special Notices
- Exhibit 2: RFP Terms and Conditions
- Exhibit 3: Insurance Requirements
- Exhibit 4: Template Agreement

**Fillable Forms**

**Response Workbook** – To be completed by Offeror and submitted as their response.

- Cover Sheet
- Offer Sheet
- Required Responses

**Fee Proposal Workbook** – To be completed by Offeror and submitted as their response.



**City of Glendale**  
**Solicitation Number: RFP 21-52/ 42100072**  
**WATER METER REPLACEMENT CONSULTANT**

**CITY OF GLENDALE**  
**Procurement Division**  
**5850 West Glendale Avenue,**  
**Suite 317**  
**Glendale, Arizona 85301**

## **1. INTRODUCTION**

The City has approximately 1,100 miles of waterline serving approximately 63,800 service connections and meters for residential, commercial, industrial and landscape customers. The City is planning to convert its existing 'manually read' water meter system to an automatic meter reading (AMR) / Advanced Metering Infrastructure system (AMI) over the next few years. The resultant contract shall be monitored under the supervision of the City's Water Services, and Budget and Finance Departments. The City intends to make a single award. **Note:** *The Consultant or Firm (Consultant) selected and awarded a contract as a result of this solicitation, will not be allowed to submit a proposal for an AMR / AMI System.*

## **2. BACKGROUND**

The City's meter inventory consists of Badger and Sensus meters ranging in size from .75" - 6". There are approximately 5,000 AMR/AMI capable meters of which approximately 2,900 meters have an Itron ERT attached to them. The City is currently using Itron meter reading system, Harris NorthStar utility billing application and Lucity asset management application. The City currently changes out 2,500 to 3,500 meters each year program.

## **3. OBJECTIVES**

The intent of this solicitation is to obtain professional services to assist the City in assessing the City's needs, selecting a water AMR / AMI system by way of a performance-based contract. In this context, a performance-based contract is one in which the Contractor guarantees a specific revenue increase or cost savings generated by the project which is then used to pay for the cost of the project. Consultant will also coordinate and monitor the implementation of the system

## **4. SCOPE OF SERVICES**

**4.1 MANDATORY REQUIREMENTS:** The Consultant must meet the following qualifications. Those who do not meet these mandatory minimums will be deemed non-responsive and removed from the evaluation process.

- 1) Consultant must have a minimum of five (5) years of successful experience consulting, planning, implementing, and /or engaging in water meter AMR / AMI projects.
- 2) Consultant must be able to show that they have an established record of successfully executing their services, as outlined in this solicitation, to the satisfaction of their customers.
- 3) Consultant must be able to demonstrate that they have successfully consulted on water meter AMR / AMI solutions for systems of 50,000 service connections or more.



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**WATER METER REPLACEMENT CONSULTANT**

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**5850 West Glendale Avenue,**  
**Suite 317**  
**Glendale, Arizona 85301**

**4.2 PREPARATION: Consultant shall,**

- 1) Have a clear understanding of current best practices and water meter AMR/AMI system trends in public water delivery systems and how to best apply them to City environment.
- 2) Evaluate current equipment and systems; identify the immediate and long-term needs for the development of a water meter AMR/AMI program.
- 3) Educate management level staff on advantages and challenges of converting to an AMI system.
- 4) Develop a budget projection and timeline for the proposed project.
- 5) Recommend resource plan requirements that consider all the resources (staff, space, equipment support, etc.) required for initial system setup/management for all proposed solutions.
- 6) Provide a review of performance-based RFP's from other agencies of similar size/scope that have recently replaced or implemented their water meter AMR/AMI system.

**4.3 NEEDS ASSESSMENT: Consultant shall,**

- 1) Prepare a detailed financial analysis for AMI implementation using various network structures (i.e. fixed network vs. cellular)
- 2) Perform a Needs Assessment Study to determine the current and future technology, interfaces, and infrastructure needs for the City.
- 3) Develop a comprehensive process mapping document that identifies the data flow process within the City. This should include workflow diagrams and related text for the City's existing system/process and new system/process.
- 4) Analyze the current system redundancy for fault tolerance and recommend system specifications that include system redundancy.
- 5) Develop and update system documents where needed.
- 6) Recommend and specify a new water meter AMR/AMI system and project acquisition strategy that best satisfies user requirements, offers long-term viability, and is suited to for the City's infrastructure.
- 7) Recommend new and/or improved existing workflows to increase operational efficiencies within the Utility.
- 8) Provide a staffing analysis that details the current technical staff structure at the City and its suitability to support an implementation program of this size and complexity. This analysis would include recommendations for changes in staff tasking and staffing levels throughout project implementation and after project completion, i.e., during on-going maintenance and operations.
- 9) Recommend an appropriate scope and detailed strategy for the project including timelines and phasing for procurement of supplies, infrastructure deployment, and system testing.
- 10) Determine the requirements and provide a recommendation for disaster recovery, backup, and business continuity. The consultant/firm will be required to identify the



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type and amount of hardware, software, connectivity and other key infrastructure components necessary to maintain acceptable operations

**4.4 SOLICITATION DEVELOPMENT: Consultant shall,**

- 1) Assist the city in developing an RFP for an AMR/AMI system using performance-based contracting that include Key Performance Indicator's (KPI').
- 2) Respond to vendor inquiries regarding system requirements in conjunction with the Procurement Office.
- 3) Participate in the process to evaluate proposals from vendors.
- 4) Attend pre-proposal conferences and vendor interviews.
- 5) Assist the city in reviewing and evaluating the proposals received from the RFP.
- 6) Prepare a written report that outlines the evaluation, clarifications, and recommendations.
- 7) Provide a report detailing a recommended system and program through site visits and on-site interviews.
- 8) Make presentations, as necessary, explaining evaluation results and recommendations.

**4.5 IMPLEMENTATION: Consultant shall,**

- 1) Coordinate with the selected water meter AMR/AMI system contractor to prepare an implementation plan for the selected system.
- 2) Monitor vendor compliance as Glendale's representative during system installation and start-up.
- 3) Coordinate with software and hardware contractors to resolve system implementation issues.
- 4) Develop a strategy for phasing project management of the AMR/AMI program to City staff at a defined project benchmark.

**4.6 MILESTONES:** Consultant shall work with the City project team to meet the following milestones to be further defined upon project kickoff:

- 1) Project Kickoff with City project team
- 2) Project Management
- 3) Needs assessment
- 4) Project plan with City project team
- 5) RFP draft and release
- 6) RFP evaluation
- 7) Council presentation of project
- 8) RFP award
- 9) Implementation Project kickoff
  - a. Project Phase 1 - Pilot/technology installation and testing of AMR/AMI and IT System automation.
  - b. Optional Project Management Services
- 10) Project Phase 2 - AMR Deployment – automate routes with AMR ready meters



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- 11) Project Phase 3 - Meter Replacement – automate routes with predominately older meters.
- 12) Deliver a Final Report with findings from the tasks above and recommendations.



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**5. HOW WE CHOOSE**

**5.1 SCORING RESPONSES:**

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 35% Understanding of project and approach to performing services
- 25% Experience, proven performance, and qualifications
- 20% Capacity of Offeror
- 20% Cost

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

**5.3 LENGTH OF CONTRACT:** The City will award for an initial one (1) year with four (4) additional one-year renewal options.

**5.4 EVALUATION PANEL:** Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

**5.5 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.

**5.6 INTERVIEWS:** City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

**5.7 ADDITIONAL INVESTIGATIONS:** City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.

**5.8 BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.

**5.9 PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

**5.10 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD:** Information about the recommended award for this solicitation will be posted on the online at [https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/notice](https://www.glendaleaz.com/your_government/city_finances/procurement/notice)




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[of intent to award](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Contract Analyst immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. For information and instructions on how to file a protest, visit:  
<https://www.glendaleaz.com/your-government/city-finances/procurement/procurement-policies>

- 5.11 WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City’s online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 5.12 OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City’s online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 5.13 COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City’s best interest to do so.
- 5.14 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** 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 “Silent”), 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

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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.

**5.15 PROPRIETARY INFORMATION** 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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**6. SUBMISSION CHECKLIST**

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offeror's shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

**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.**

<b>Checklist for Submitting Proposal</b>		<b>Complete</b> (✓)
<b>Submission Requirements</b>		
COVER SHEET (Response Workbook) Offeror Name Offeror Address		
COMPLETED OFFER SHEET (Response Workbook)		
1. UNDERSTANDING OF PROJECT AND APPROACH TO PERFORMING SERVICES (6 questions)		
2. EXPERIENCE, PROVEN PERFORMANCE, AND QUALIFICATIONS (3 questions)		
3. CAPACITY OF OFFEROR (3 questions)		
4. COST (Must be submitted in a separate electronic file) (1 question)		
ADDENDUM RESPONSES (if applicable)		
<b>Return of Offer</b>		
<ul style="list-style-type: none"> <li>Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.</li> </ul>		



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## **7. SUBMISSION REQUIREMENTS**

The proposal is every element of your response to this RFP. For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

**Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.**

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offeror's acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

### **Helpful Hints:**

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.

**EXHIBIT C**  
**Professional Services Agreement**

SCHEDULE

Consultant and City will work together on a timeline as shown in Response Workbook.

Mr. Anthony Weathersby  
Contract Analyst  
City of Glendale  
5850 West Glendale Avenue, Suite 317  
Glendale, AZ 85301

Arcadis U.S., Inc.  
410 N. 44th Street  
Suite 1000  
Phoenix  
Arizona 85008  
Phone: 602 438 0883  
Fax: 602 438 0102  
[www.arcadis.com](http://www.arcadis.com)

Date: August 10, 2021

Subject: Proposal for Water Meter Replacement Consultant, RFP 21-52/42100072

Dear Mr. Weathersby,

The City of Glendale (City) is embarking on an ambitious effort to enhance and improve its customers' experience through advanced metering technologies. As a leading consulting firm in the industry, Arcadis is helping clients around the world build the smart utility networks of the future.

Our breadth of capabilities provides the City with access to the full range of services needed to successfully implement your automatic meter reading (AMR) / advanced metering infrastructure (AMI). Our proposed team has extensive experience in advanced metering infrastructure, and our approach to supporting the City for this project will result in a viable and economically justifiable meter replacement project by delivering the following features and benefits:

- Arcadis' approach to the needs assessment and procurement specifications will give special focus to the unique needs of a performance-based project, including the establishment of performance metric baselines and improvement opportunities, and estimating the associated potential cost savings.
- Arcadis will perform a thorough economic analysis of the identified alternatives to determine which is most advantageous to the City. This will include a determination about the pros and cons of using various forms of a performance-based contracting mechanism. Additionally, Arcadis will perform an analysis of currently available project funding sources to determine if there are other viable means for the City to fund the meter replacement project. We have recently completed similar funding analysis for other clients undertaking meter replacement programs and are currently helping Greene County, OH and the Puerto Rico Aqueducts and Sewer Authority (PRASA) obtain funding support for their meter replacement projects.
- Arcadis brings over three decades of experience working with the City. We understand your needs, policies, procedures and culture. We also bring significant relevant project experience in the greater Phoenix area, having performed similar projects for the City of Tempe and for the City of Mesa. We will provide a core project team based locally and supported with nationally recognized subject matter experts, providing immediate access for the City.
- Arcadis is completely vendor agnostic and does not represent any specific metering or AMR/AMI technology. This allows us to act as the City's owner's agent whose only mission is to help achieve a successful meter replacement project.

We look forward to our continued working relationship with the City on this exciting project. If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

Arcadis U.S., Inc.



Esteban Azagra  
Project Principal

Email: [esteban.azagra@arcadis.com](mailto:esteban.azagra@arcadis.com)  
Direct Line: 602-797-4678  
Mobile: 602-405-7858




D. Michael Rotunno  
Project Manager

Email: [michael.rotunno@arcadis.com](mailto:michael.rotunno@arcadis.com)  
Direct Line: 330-515-5672  
Mobile: 216-374-5805

Enclosures:

Proposal Response Workbook  
Pricing Workbook

	<p style="text-align: center;"><b>City of Glendale</b> <b>Solicitation Number: RFP 21-52 / 42100072</b> <b>WATER METER REPLACEMENT CONSULTANT</b> <b>RESPONSE WORKBOOK</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE</b> <b>Procurement Department</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b></p>
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Offeror's to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

OFFEROR NAME:           Arcadis U.S., Inc.

OFFEROR ADDRESS:      410 North 44th Street  
                                  Suite 1000  
                                  Phoenix, Arizona 85008



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**REQUIRED RESPONSES:**

Offeror’s answers to the following questions will comprise the Offeror’s response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror’s response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal may be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics). Supporting documents, exhibits, etc. not clearly identified to correlating question will not be evaluated.

**1. MANDATORY REQUIREMENTS**

- 1) Can your firm provide proof that it has a minimum of five (5) years of successful experience consulting, planning, implementing, and /or engaging in water meter AMR / AMI projects?


✓ YES      NO

Arcadis has been engaged in water metering projects including both AMR and AMI since 2005. Arcadis has been in the business of providing AMR and AMI related services since the inception of AMR systems for the water industry in the late early 2000s. Partnered with our subconsultant, SL-serco, our combined experience delivering water, natural gas and electric AMR/AMI projects is about 22 years. As an example, in the last ten years our team has provided AMR/AMI related services to key clients like Birmingham Water Works Board, AL (2010-2014), City of Tempe, AZ (2015-2018), Youngstown, OH (2015-2016), Washington Suburban Sanitary Commission (2018-2021), or City of Mesa (2019 - Ongoing)

- 2) Can your firm show that there is an established record of successfully executing services that have been provided by your firm, as outlined in this solicitation, to the satisfaction of your customers?

✓ YES      NO

The Arcadis team has an established track record of successful meter replacement and AMR/AMI projects. As part of our response to Question 3.1, we have included client references for a sampling of our recent clients, including City of Mesa, City of Tempe, and Puerto Rico Aqueduct and Sewer Authority (PRASA). We have the ability to provide additional references upon request.

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3) Can your firm demonstrate that it has successfully consulted on water meter AMR / AMI solutions for systems of 50,000 service connections or more?

✓ YES                      NO

As shown in our response to question 3.2, the Arcadis team has successfully completed AMR/AMI projects ranging from 5,000 endpoints to over 1M endpoints. Clients that we have supported of similar size to the City of Glendale include City of Tempe, AZ, City of Youngstown, OH, Lee County Water, FL, Town of Cary, NC; and West Virginia Water Authority.

## 2. UNDERSTANDING OF PROJECT AND APPROACH TO PERFORMING SERVICES

1) Introduce your company and demonstrate that your firm has a clear understanding of current best practices, water meter AMR/AMI system trends in public water delivery systems and how to best apply them to City environment.

### Proposer History


Arcadis U.S., Inc. is a leading global natural and built asset design and consultancy firm working in partnership with our clients to deliver exceptional and sustainable outcomes through the application of design, consultancy, engineering, and project management services. For more than a century, Arcadis has provided consultation services with a concentration in water and the environment. Over the past 50 years, we have been providing engineering and project management services across industries, including water and wastewater. Our team includes professionals that span the industry from all regions of the United States.




With more than 27,000 people worldwide, approximately 5,000 U.S. professionals and support personnel, and more than 100+ staff members in Arizona, Arcadis has the capacity to provide the resources necessary to meet your project’s objectives. **This contract will be managed from our office in Phoenix, AZ** where Arcadis has one of our national centers of excellence for technology and management consulting services.

Arcadis is the right firm to support the City to define, select and procure an AMR/AMI system. Our firm offers the following benefits to the City:

- ✓ The Arcadis team consists of water utility experts who have worked through all facets of planning, procurement, and system implementation for complex meter-to-bill systems.
- ✓ Arcadis stays constantly abreast of developments in the AMR/AMI marketplace, and remains independent of the system vendors so that we can advise our clients in an unbiased manner.
- ✓ Arcadis has successfully helped clients obtain funding for their meter replacement and AMR/AMI programs. We will combine this expertise with over three decades of experience working with the City that will help us align the proposed AMR/AMI system with your needs, procedures and culture.

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 Our proven approach to AMR/AMI planning and procurement results in the City achieving a best fit solution for a known price and acceptable level of risk.

## Qualifications

Arcadis is helping clients around the world build intelligent water systems of the future. We provide a full range of services from planning and procurement to implementation and deployment of new meter reading solutions, and to exploit them to advance broader intelligent water and smart cities initiatives for our clients. Our staff possess deep technical and managerial experience in areas such as metering, customer service, engineering, information technology and business consulting. We use this knowledge to help clients successfully implement complex water metering and intelligent water projects. Services we offer include:

- Program and project management
- Needs Assessment and Master Planning—AMR/AMI, Intelligent Water, Smart Cities
- AMR/AMI planning and business case evaluations
- System selection and procurement consulting
- Quality assurance
- Organizational change management
- Engineering and technical design services
- Business process engineering and value management
- System optimization
- Intelligent utility data analytics, strategy, design and implementation
- Water conservation programming
- Distribution system engineering and optimization




## Subconsultants

For this project, Arcadis has enhanced our team with SL-serco to provide specialized AMR/AMI experience. SL-serco specializes in advanced metering solutions for water, gas and electric utilities. They employ experts located across the U.S. who are implementing meter reading systems and have specific experience integrating AMR/AMI systems with utility billing systems. SL-serco's significant subject matter experience in advanced metering, from all corners of the industry, will provide the City with the technical advice necessary for a successful project. Arcadis has a successful history working with SL-serco, and our teams are currently engaged together on a number of active projects.

SL-serco's goal is to work collaboratively with the utility team to achieve the desired project results and ensure they are involved throughout the process. As always, their goal is to enable clients to make the best decision for their organization and stakeholders.

- 2) What is the approach your firm will use to evaluate existing equipment and systems that will result in identifying the immediate and long-term needs for the development of a water meter AMR/AMI program? Include the following items:

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- a. Advantages and challenges of converting to an AMI system
- b. Educate City Staff
- c. Budget projection
- d. Project timeline
- e. Projected resource requirements
- f. Process to review of performance-based RFP's of similar size/scope from other agencies who have recently replaced or implemented an AMI/AMR system.

Our approach to this project has been developed based on our understanding of the City's needs coupled with our experience with similar projects, both nationally and in Arizona. AMI projects are unique in many ways, including that they are cross-functional in nature, impact many areas of utility operations, and are highly visible to customers. Our knowledge in these areas will allow us to address the City's immediate and long-term needs for the development of a water meter AMR/AMI program. Our approach is summarized in Figure 1 and further described in our responses to the following questions.


As part of our project preparation our team will conduct a kick-off meeting where we will provide an educational presentation to City staff about the current state of the water meter AMR/AMI market, advantage and challenges of converting to an AMR/AMI, various contracting mechanisms commonly used and their advantages and disadvantages, and major considerations for the project. Arcadis has the ability to provide Continuing Education Units (CEUs) for attendees of this session.

As part of the needs assessment, Arcadis will evaluate various contracting and funding vehicles for the project, including the use of performance-based contracts. We will augment the library of examples that we already have by gathering information from comparable utilities that have used performance based contracts for similar projects. Based on this review, we will suggest the best practices for the City to apply in their AMR/AMI procurement.

As part of our needs assessment approach described in our responses to the following questions, we will develop a complete business case for different AMR/AMI alternatives including budget projections. The budget projections and project timeline will then be finalized as part of the project plan based on the selected alternative and defined system requirements.

The Implementation phase of the project will be further broken down into releases as defined based on the results of the Needs Assessment. In responding to this RFP, we are anticipating three implementation release phases as the City has described in your RFP, to include:

- Implementation Phase 1 – Pilot/technology installation and testing for AMR/AMI and IT System Automation.
- Implementation Phase 2 – AMR Deployment – Automate routes with AMR ready meters.
- Implementation Phase 3 – Meter Replacement.

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<p><b>Phase I – Needs Assessment</b></p>	<p><b>Phase II – Procurement</b></p>	<p><b>Phase III – Implementation</b>  (Implementation Phases 1, 2 &amp; 3)</p>	<p><b>Phase IV – Closure</b></p>
<p>Project Initiation (Preparation)</p>	<p>Procurement</p>	<p>Software and Interface QA</p>	<p>Final Report and Transition Plan</p>
<p>Need Assessment</p>		<p>Installation Quality Control</p>	
		<p>Customer Communications</p>	
	<p>Project Management and Implementation Coordination</p>		

**Figure 1 – Proposed Approach**


**Project Initiation (Preparation)**

We will facilitate a kickoff meeting and introductory workshop with the City’s staff, including the project sponsors, key staff, subject matter experts, and other stakeholders, as appropriate, to review the project tasks and schedule, as well as the overall project objectives. The kick-off meeting will help orient all participants on the project approach, gather their expectations and identify the areas of input that will be required for project success.

The Arcadis team stays abreast of all current developments in the AMI marketplace and remains in contact with the major AMI vendors on a regular basis. As part of the kick-off meeting we will provide an educational presentation to City staff about the current state of the water meter AMR/AMI market. Arcadis’ AMI technical experts will develop a summary of the AMI Vendors in the market and an overview of firms that are providing meter replacement project using performance based contracting mechanisms. This summary will include, but not limited to the following details:

- Overview of their solution and capabilities
- Company size and revenue
- Key differentiators

The presentation will also describe the advantage and challenges of converting to an AMR/AMI, various contracting mechanisms commonly used and their advantages and disadvantages, and major considerations for the project. Arcadis has the ability to provide Continuing Education Units (CEUs) for attendees of this session.

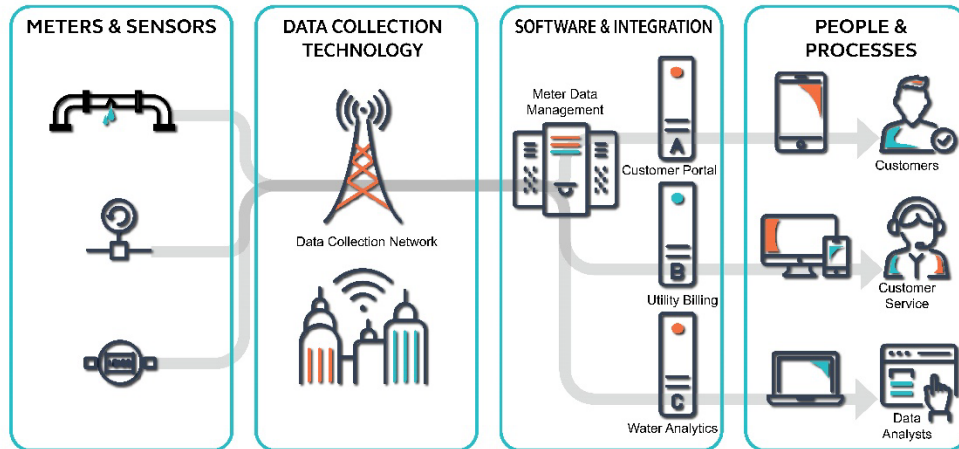
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- 3) Describe your firm’s approach that reflects your firm’s knowledge for completing the following Needs Assessment objectives:
- a. Provide a detailed financial analysis for AMR/AMI implementation using various network structures (i.e. fixed network vs. cellular)
  - b. Perform a Needs Assessment Study to determine the current and future technology, interfaces, and infrastructure needs for the City.
  - c. Develop a comprehensive process mapping document that identifies the data flow process within the City. This should include workflow diagrams and related text for the City’s existing system/process and new system/process.
  - d. Analyze the current system redundancy for fault tolerance and recommend system specifications that include system redundancy.
  - e. Develop and update system documents where needed.
  - f. Recommend and specify a new water meter AMR/AMI system and project acquisition strategy that best satisfies user requirements, offers long-term viability, and is suited to for the City’s infrastructure.
  - g. Recommend new and/or improved existing workflows to increase operational efficiencies within the Utility.
  - h. Provide a staffing analysis that details the current technical staff structure at the City and its suitability to support an implementation program of this size and complexity. This analysis would include recommendations for changes in staff tasking and staffing levels throughout project implementation and after project completion, i.e., during on-going maintenance and operations.
  - i. Recommend an appropriate scope and detailed strategy for the project including timelines and phasing for procurement of supplies, infrastructure deployment, and system testing.
  - j. Determine the requirements and provide a recommendation for disaster recovery, backup, and business continuity. The consultant/firm will be required to identify the type and amount of hardware, software, connectivity and other key infrastructure components necessary to maintain acceptable operations

**Needs Assessment**

Arcadis views the Needs Assessment as a critical component of any project, as the results will form the basis for project planning and the implementation sequence for the remainder of the project. Figure 2 summarizes our approach to the development of a Needs Assessment, which we have successfully used in multiple location to establish the foundation for a successful AMR/AMI project. We divide the needs assessment into the following four key project elements, each led by a subject matter expert from the Arcadis team:

- Meters and Sensors
- Data Collection Technology
- Software and Integration
- People and Processes



**Figure 2 – Needs Assessment Approach**

The needs assessment will address all the elements described by the City. Our team will identify and document business and technical requirements taking into consideration current and future needs, industry trends, and the financial and people aspects of the proposed solution. The analysis will seek the optimal alternative and will involve identification of process improvements, which will be documented to support the implementation phase of the project.

Upon given the notice to proceed, Arcadis will immediately prepare a Request for Information (RFI), which will catalog the information and documentation that Arcadis will review in preparation for subsequent project tasks. Examples of the types of information we will request include:

- Exports of meter inventory, water consumption, and billing data
- Meter testing results from past testing efforts
- Meter specifications, standard details, and/or recent procurement information
- Meter sizing and installation procedures
- Meter reading, maintenance, and billing procedures
- Existing operational cost information
- Existing water rates and wholesale water agreements

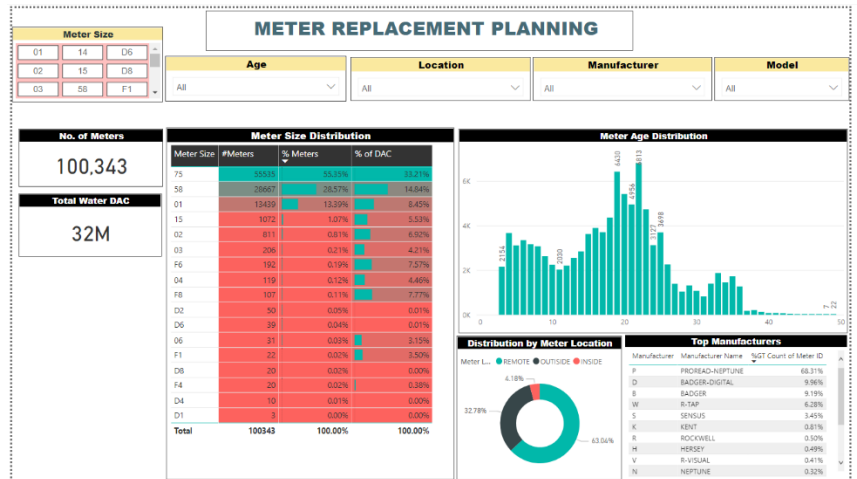
After initiating the project, Arcadis will conduct a series of interviews with key project stakeholders and subject matter experts. The project team interviews will be cross-function and will include participation from staff responsible for IT, finance, customer service, billing, meter operations, and engineering.



The results of the needs assessment will provide a primary input into other project activities, and will define the functional and technical requirements for the AMR/AMI system that will be included in the procurement documents.

**Meters**

The Arcadis team will evaluate the current state of the City’s water meters to determine the most advantageous approach to modernizing the City’s water meter population based on both technical and economic considerations. We will collect, organize, and evaluate the City’s exiting water meter population using our proven meter replacement planning analytical approach. Using our existing meter replacement planning analysis tools developed in Microsoft PowerBI, we will:




**Figure 3 – Arcadis Meter Replacement Planning Analysis Tool**

- Summarize water meter inventory data based on key parameters such as meter manufacturer, size, age, location, and cumulative flow.
- Estimate current water meter accuracies, using readily available City data and published meter accuracy test literature.
- Determine the total value of water lost due to meter inaccuracy based on existing water rates for the City. This information is used during the roadmap development to compute the economic opportunity of replacement for the various meter sizes based on cumulative flow through the water meter. The cost of the new replacement meter and the labor for removal and replacement of the existing meter are keys to the economic optimum. When the value of lost water and meter replacement cost are equivalent at a specific cumulative water use, the meter should be replaced.

**Data Collection Technology**

The AMR/AMI marketplace is rapidly evolving, resulting in a wide range of meter reading technology architecture considerations. The Arcadis team will evaluate the key areas of technology and security, including:

- Telecommunication methods and protocols used, including evaluation of cellular and open-standards networks
- The data collector type and design
- The backhaul methods used
- Considerations for cloud-based architectures
- Technology standards
- Mounting and connection options for meters, endpoints, repeaters, and data collectors
- Requirements for disaster recovery, backup, and business continuity
- Battery life and warranty provisions

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- Availability of advanced sensors, including leak detection and water quality sensors
- Review of City owned assets, which could be useful for siting AMI equipment.

Arcadis will review existing security, hardware, and software standards across the City with the objective of evaluating existing preferred vendor list for equipment. Arcadis will assess AMR/AMI network alternatives and provide recommendations for suitability to the City’s standards and comparison to best practices.

Arcadis will assess the City’s cyber security risk management approach and will provide recommendations regarding its robustness, scalability, functionality, and overall alignment with industry best practices as it relates to the system impacted by the project.

Finally, Arcadis will evaluate the City’s existing network support model and provide guidance on how to support the AMI infrastructure long-term, including recommended organizational models, skills, training, and certification requirements.


**Software and Integration**

For the AMI system to be fully functional it will need to be successfully integrated with the City’s existing applications and business processes, including the NorthStar Customer Information System (CIS). We will determine the integration needs that will be brought about by the AMR/AMI system and will coordinate those needs as required. Specific areas that we will evaluate include:

- Determine the need for a meter data management (MDM) system.
- Determine how City will use existing data and systems to support the meter installation project.
- Identify the future needed AMR/AMI interfaces and the overall integration architecture that will be needed to get the most from the AMR/AMI system.
- Document the current and planned use of mobile computing and determine if change or expansion of the use of mobile computing will be required by the AMR/AMI project.
- Evaluate the need to integrate with the City’s asset management application (Lucity) to streamline work orders to support field customer support and meter replacement efforts, and recommend the timing of such integration.
- Understand the current tools being used or planned to support data analytics and reporting, including tools for managing nonrevenue water.
- Determine the process and technology integration requirements for the AMR/AMI related to other on-going distribution system optimization efforts, including the hydraulic model and water quality monitoring systems.
- Evaluate available options for the field deployment management system, considering available technologies and commercially available systems.

**People and Processes**

The AMR/AMI system will bring about significant changes to the meter reading, meter maintenance, operations, billing, non-revenue water management, and analytical business processes at the City. As part of the needs assessment, the Arcadis team will evaluate the business processes improvement opportunities that the AMR/AMI will bring about and then use

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this information to support other project planning activities such as procurement and change management. Using information gathered during interviews, coupled with our deep understanding of utility meter-to-cash business processes, Arcadis will pre-draft “as-is” business process models for each functional area. We will then conduct a series of process modelling review workshops with the City to validate and refine the “as-is” models. We have found that process modelling workshops are much more effective when a pre-drafted model is used as a starting point.

We will review the business processes and workflows with the project team to verify their relative correctness and to provide a complete, consistent, and common view among stakeholders of the existing business environment, which we will then use to drive all AMR/AMI planning and decision making. Using the documented current state processes as a tool, Arcadis will work with the City to identify process improvement opportunities and to determine which improvements will be expected as outcomes of the AMR/AMI implementation.

Based on our past work with similar organizations, we believe that the following process improvements can be attained with the new AMR/AMI system, and we will work to expand this list as part of the business process needs assessment:

- Meter reading processes, including the process to perform final reads and move-in/move out actions, will significantly improve with the new AMR/AMI.
- Customer service processes related to account servicing and response to billing inquiries will improve significantly, as agents will have significantly more usable meter reading information at their disposal.
- The AMR/AMI may allow for optimizing meter read routes and billing cycles.
- New processes will be required to monitor and maintain the new AMR/AMI.
- New processes for water leak detection and water loss reduction will be possible with the new AMR/AMI.

As part of the needs assessment, the Arcadis team will identify the areas that will be most impacted by the new AMR/AMI through the development of a change impact assessment. We will perform a staffing analysis that details the current technical staff structure at the City and recommends staffing required to support an implementation program of this size and complexity. This analysis will make recommendations for changes in staff tasking and staffing levels throughout project implementation and after project completion.

**AMI Business Case Evaluation**

Based on the preliminary requirements identified as part of prior tasks, Arcadis will develop a business case for the implementation of AMR/AMI and metering technologies compared to the current state. The business case evaluation will evaluate alternatives for AMR and AMI, compared to the current state. The analysis will look at the total cost of ownership, including meter replacement, network maintenance, software maintenance and support, and integration. We will also look at scenarios that involve solutions fully managed by a third party, as well as hybrid options in which the City plays a role by maintaining components of the AMR/AMI solution.

**Arcadis will perform an economic analysis as part of the business case that will form the basis for determining the feasibility of the performance based contracting model.** The business case evaluation will include the development of the estimated cost for each potential technical alternative that meets the requirements identified by the team. Cost estimation capabilities are built into our meter replacement analytical model and are based on our meter replacement cost estimating database. We break down the cost estimate into the major system components including cost categories such as water metering, AMI/AMR endpoints, data collection equipment, software and integration, installations, etc.


The cost estimate is then compared to the anticipated benefits that will result from the AMR/AMI, including items such as enhanced water revenue, improved customer service, and re-allocation of meter maintenance staff.

The business case will consider:

<b>Summarized problem statements</b>	We will use the results of the prior tasks to define a concise set of current-state problems.
<b>Detailed description of alternatives</b>	We will identify and define up to three relevant alternatives based on the current state and system requirements.
<b>Life-cycle costs for identified alternatives</b>	Using data from recent successful AMI procurements and vendor information, we will develop life-cycle costs for each identified alternative.
<b>Benefits of each alternative</b>	Benefits are the core of the business case, and as such we will place special emphasis on their definition. We will identify both tangible and intangible benefits, using the tangible benefits to calculate key investment metrics, such as return on investment, benefit-cost ratio, and pay-back period.
<b>Implementation schedule for identified alternatives</b>	We will consider schedule differences for each identified alternative and will develop the planning level schedule for the recommended alternative.
<b>Risks</b>	We will identify potential risks for the identified project alternatives.
<b>Key assumptions</b>	We will document assumptions used during the development of the business case.
<b>Key Performance Indicators (KPIs)</b>	We will suggest metrics that can be used in the future to confirm the benefits of the program.

### Alternative Funding Analysis

Many utilities are challenged with securing funding for entire meter replacement and AMR/AMI project. Incomplete funding can protract the project timeline and erode the anticipated benefits. If funding is a challenge for the City, Arcadis recommends considering alternative funding options such as federal grants and/or loans which are available in the water utilities. **Arcadis' funding team has a great track record supporting our clients with identifying possible grants**

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**that align with the project objectives and can support the City with the grant application process.** Since we began this work on grant funding efforts, we have supported our clients to win grant funding of about \$5 billion. Last year, we secured grant awards of nearly \$30 million for non-disaster grants. We are currently assisting Greene County, OH and PRASA with securing funding for their meter replacement and AMI programs.

Arcadis shall identify sources that the City can employ to support the funding, in whole or in part, for the full implementation of a meter replacement program inclusive of new meter reading systems and processes. Specific activities include:

- Inform and assist the City with identifying relevant funding options and narrow potential options to ones that the City may explore further.
- The research will study traditional funding sources, federal grants, and other innovative options for the City's consideration.
- For grants, Arcadis will summarize the key steps to obtain funding, high-level lifecycle, and timeline, and any applicable restrictions or caps.
- Explore alternative delivery and cost sharing models, including the use of utility partners like telecommunication companies and other specialized firms, which can address the partial or total funding for the AMR/AMI solution, in exchange for a service concession.

**Requirements Definition**


Arcadis will develop the technical requirements for the meter replacement and AMR/AMI with emphasis on the following areas:

- Meter replacement approach, including meter types, applications, and related specifications.
- System deployment model giving consideration for options such as software-as-a-service (SaaS) and network-as-a-service (NaaS)
- System performance specifications and warranty provisions
- Telecommunication methods and protocols used
- The data collector type and design
- The backhaul methods used and available City assets
- Technology standards
- Mounting and connection options for meters, endpoints, repeaters, and data collectors
- Software functional and technical requirements for the AMR/AMI, with a an emphasis on the software interfaces.

We will then conduct a series of requirements workshops where we will present for discussion the requirements ranking, focusing on clear definition and agreement on the high-priority requirements.

**Project Plan**

**At the completion of the needs assessment Arcadis will develop a project plan that will establish the path forward for the selection AMR/AMI system.** The project plan will include an updated estimate of project cost, and will recommend an appropriate scope and detailed strategy for the project including timelines and phasing for procurement of supplies, infrastructure deployment, and system testing.

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- 4) Describe your firm’s approach for completing the objectives as they relate to the development of the solicitation to procure an AMR/AMI system:
- a. Assist the city in developing an RFP for an AMR/AMI system using performance-based contracting that include Key Performance Indicator’s (KPI’).
  - b. Respond to vendor inquiries regarding system requirements in conjunction with the Procurement Office.
  - c. Participate in the process to evaluate proposals from vendors.
  - d. Attend pre-proposal conferences and vendor interviews.
  - e. Assist the city in reviewing and evaluating the proposals received from the RFP.
  - f. Prepare a written report that outlines the evaluation, clarifications, and recommendations.
  - g. Provide a report detailing a recommended system and program through site visits and on-site interviews.
  - h. Make presentations, as necessary, explaining evaluation results and recommendations.

**Procurement (Solicitation Development)**

Arcadis will support the City throughout the solicitation development process as an owner's agent and will help with activities such as RFP development, issuance of addenda, proposal evaluation, award recommendations, and contract negotiations. The result of these efforts will be a signed contract or contracts for the AMR/AMI system that most closely matches the needs and requirements of the City. We will work with the City to develop the AMR/AMI solicitation and to complete the procurement of the AMR/AMI, following the guidelines defined by the City’s procurement department for the required contract vehicles, resulting in the best value selection of the AMR/AMI. We will leverage our AMI experience and support from the City’s procurement team to document a procurement and proposal evaluation process that will result in the selection of the best fit solution.

**RFP Development**

Arcadis will use the outcomes from needs assessment to develop the RFP package. Our team will work closely with the City’s procurement department to ensure we are compliant with the City’s purchasing rules and regulations. This effort will also include reviewing and validating the performance metrics suggested during the requirements phase of the project. **Arcadis will work with the City to identify final KPIs, which will be used to manage the implementation progress and benefits of the AMR/AMI system.**

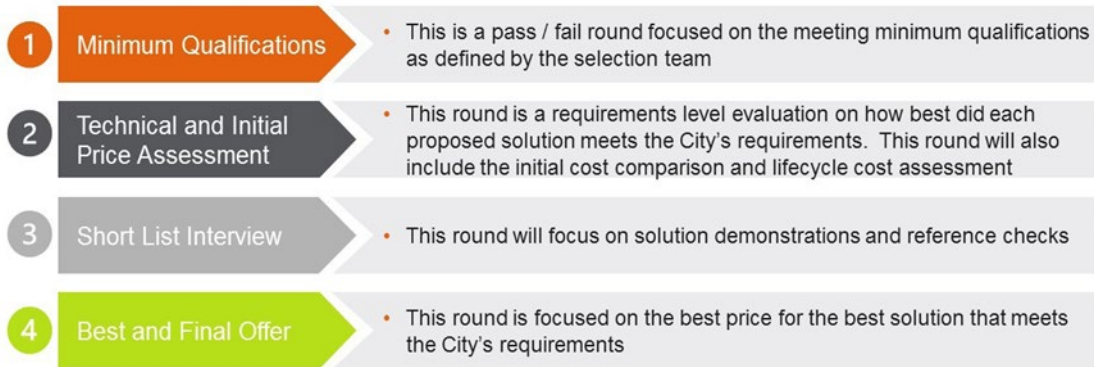
**Proposal Evaluation**

Arcadis will provide a robust proposal evaluation process and methodology that stems from our experience deploying AMI solutions. Our typical methodology is a four round proposal evaluation process as shown in Figure 4. We will work with the City to tailor this proposal evaluation methodology to align with the City’s procurement policies and procedures.

Arcadis will manage the RFP process, including conducting a pre- proposal meeting and managing the development and distribution of any required RFP addenda.

We develop a balanced scorecard that will enable the selection team to rate the candidate AMI vendors objectively based on the set of criteria that were established as part of the procurement planning process in alignment with the requirements of the City’s procurement department and the State of Arizona. Our technical experts review all vendor proposals to determine compliance with procurement requirements and minimum qualifications. Arcadis will facilitate a thorough review and assessment of technical responses with the City’s selection team members. During these sessions, our technical experts will provide clarity and explanation to support the team’s understanding of the responses to fairly assess the technical proposals.

Additionally, our team will prepare a cost comparison analysis from all proposers and prepare a cost comparison deliverable for the City team. Developing a cost comparison model starts with the RFP Package Pricing Forms. The RFP will include pricing forms, which will guide the proposer to provide the right level of pricing detail.




**Figure 4 – Example Proposal Evaluation Approach**

The cost analysis will use capital costs, annual recurring costs, and the project deployment timeline to develop a lifecycle cost analysis. Arcadis uses a net present value (NPV) approach for the lifecycle cost analysis using the City’s solution life (typically 15 or 20 years).

With this initial technical and pricing assessment complete, the City selection team will be ready to identify a shortlist to invite for interviews. Arcadis will prepare for and facilitate interviews with vendors to include an implementation approach, qualifications, and vendor specific questioning. Demonstration evaluation guidelines are developed and provided to selection team members.

At the completion of all demonstrations, Arcadis will facilitate the final selection process. Upon our final selection, we will prepare City staff to bring the recommendation for final approval.

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### **Contract Negotiation and Award**


Once the vendor selection is final, we begin to move the requirements from the proposal request document into the contract to ensure the utility’s desired responsibilities, timeline and outcomes are crystal clear to all parties. The contract must include an agreement that all system elements will be met to achieve project success and precisely how success will be measured.

Arcadis provides experienced practitioners who have negotiated multiple AMI and installation contracts in the past. This experience will result in a contract that is favorable to the City and covers all project elements. We will facilitate the work plan development between the selected vendor and project team to include identified resources, timelines, responsibilities, professional services, high level project plan, detailed Statement of Work (SOW), and change management procedures, both in-house and with the selected vendor(s).

Solid contracts will at minimum include the following sections:

- Specifications/deliverables
- Delivery schedule
- Definition of payment schedule and earned value management
- Testing and acceptance criteria
- Service levels to meet (response times, batch billing window, meter read and transmission rates, etc.)
- Customer service protocols
- Support and maintenance (hours of support, limits on annual fee increases, enhancements incorporated into future base releases, etc.)
- Documentation (installation guide, operating guide, training material, etc.)
- Allow assignment of agreement to subsidiary or subcontractor
- Contract termination procedures
- Confidentiality clause
- Warranties and remedies (time to fix defects, location of warranty service, compatibility with operating systems, hardware and other system components)
- Performance bond and/or payment terms upon completion of agreed to milestones
- Dispute resolution processes (use of arbitrator, location).

Once the contract is signed and agreed upon, we will notify all vendors of the selection and proceed with onboarding the AMR/AMI vendor and implementation team.

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- 5) Describe your firm’s approach for completing the objectives as they relate to the implementation of the chosen AMR/AMI system:
  - a. Coordinate with the selected water meter AMR/AMI system contractor to prepare an implementation plan for the selected system.
  - b. Monitor vendor compliance as Glendale’s representative during system installation and start-up.
  - c. Coordinate with software and hardware contractors to resolve system implementation issues.
  - d. Develop a strategy for phasing project management of the AMR/AMI program to City staff at a defined project benchmark.

Our AMR/AMI implementation approach has been constructed based on the Arcadis team's experience with similar large-scale meter replacement and AMR/AMI projects. Our approach places a large emphasis on formal project management processes and thorough quality control processes, which ensure proper contractor coordination and oversight. It is rooted solidly in Project Management Institute’s (PMI) project management body of knowledge, which we have built-out to reflect the unique needs of a large-scale customer service transformation and AMI project. We accomplish the implementation objectives by performing the following activities.

**Implementation Coordination / Project Management**

The Arcadis team, led by their project manager Michael Rotunno, will perform on-going implementation coordination, framed within the project management, monitoring, and control activities for the duration of the AMR/AMI implementation project. The following activities will be performed on an on-going basis and adjusted as required based on the project phase.


**Integrated Schedule Management.** Develop, monitor, and maintain in integrated project schedule using MS Project or an equivalent schedule management package.

**Scope Management and Change Control.** Manage overall project scope and identify to the City when a task is outside of scope. Institute and manage change management processes. This effort will include coordinating with the selected water meter AMR/AMI system contractor to prepare an implementation plan for the selected system.

**Cost and Earned Value Management.** Manage the financial performance of all project elements, including evaluation of earned value as needed to support payments to the system vendors and installation services firms, based on the performance criteria defined in the contract documents.

**Project Human Resources.** Monitor project staffing needs, team performance, and on-boarding processes. This activity will include working with the City to develop an AMR/AMI system phasing strategy and staffing plan, which will ensure proper transfer of responsibilities over to the City staff at the right time.

**Project Risk Management.** Implement the risk management processes and provide continued update to the risk register and controlling processes, including coordination with meter installers,

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network solution implementors, and software and hardware contractors to resolve system implementation issues.

**Maintain Project Documentation.** Publish and maintain all project documentation. This includes producing minutes at all meetings, maintaining all documentation of decisions, tracking of issues, and management of other project-related documentation and deliverables. Deliverables will be electronically deposited in a central repository for the capture and re-use of intellectual assets. The project manager will manage all deliverable review and approval processes, and will obtain sign-off from the City on all project deliverables.

**Conduct Status Meetings and Develop Status Reports.** Arcadis will conduct regular project status meetings with project team members from the City, the project management team, the AMR/AMI vendor, and other stakeholders as needed. Meetings will be accompanied by regular project status reports that will summarize work performed, upcoming work, schedule, risk, action items, and budget performance.

**Quality Control Planning.** Arcadis will develop a detailed quality control plan that will account for all require quality control and acceptance testing activities for the project. In general, we expect that the plan will address the software, integration, meter installation, and AMR/AMI endpoint deployment.

**Executive Steering Committee Meetings.** In addition to the regular project team status reports and status meetings, Arcadis will conduct regular Executive Steering Committee (ESC) Meetings, generally on a monthly basis. Project information is provided to ESC in the form of Monthly Project Status Reports, which include project key performance dashboards. The report will be reviewed as part of a monthly steering team meeting, the outcome of which will include decisions about resources, change items, and overall project direction.

**Software and Interfaces Quality Control**

As indicated before, Arcadis will work with the selected water meter AMR/AMI system contractor to prepare an implementation plan for the selected system. The implementation plan will include a testing strategy and approach that will define the test activities to be performed, the test data strategy, testing environments, testing tools, testing procedures, and the sign-off process.

**Arcadis will prepare a quality assurance plan that will define the required testing activities for the project, which will be a critical element to help monitor vendor compliance as during system implementation and start-up.** The elements of the quality assurance plan may include:

**Functional Testing.** Functional testing ensures that the delivered AMR/AMI control and monitoring software is tested and aligned with the City’s business requirements. Modifications, enhancements, and reports are tested during this phase. Functional testing will be performed by the City testing team with assistance from the Arcadis project management team.

**Integrated System Testing.** Integrated system testing ensures all application components are working as a complete solution rather than merely in isolation, with an emphasis on the integration with the NorthStar utility billing system. This include testing of all system interfaces and testing of all end-to-end processes, such as for meter installation, meter reading, and billing

operations. System testing is performed by end users with involvement from the project management team and the power users.

**Test Script Design, Planning, and Tracking.** The Arcadis testing team will design test scripts and a tracking method to ensure the system is fully tested prior to the final cutover. They will facilitate testing of all impacted systems in conjunction with City staff, and will periodically report upon testing progress through the overall project reporting process.

**Issues Tracking.** The Arcadis testing team will design an issues tracking method to monitor issues, gaps, and defects found during testing activities, and report on progress towards their resolution.

Arcadis will manage all testing activities for the AMR/AMI project. Based on the detailed test plans for each system, the Arcadis project management team will support the City by:

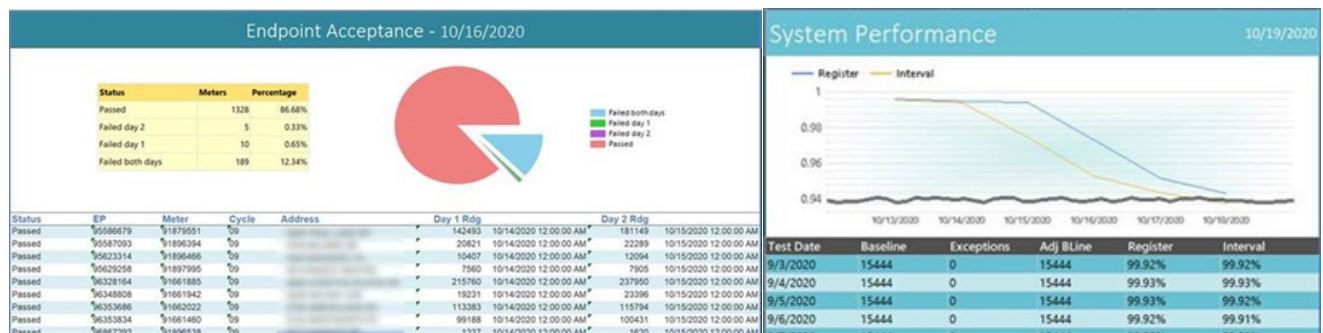
- Developing test cases and scripts
- Prepare testing environments and data, in conjunction with the system administrators and the AMR/AMI contractor
- Work with City staff to execute the test cases
- Identify, log, analyze, and assign defect
- Manage defect resolution

**Installation Quality Control**


Arcadis will provide quality control for AMR/AMI deployments related to hardware installation, including best practices, data validation, and verification. Our team of industry experts understands the impact of proper installation and accurate data gathering, has been involved in the business for many years and have curated a group of tests and best practice recommendations that have helped hundreds of customers across the country.

In general, the deployment quality assurance will include things such as:

- Verification of endpoint availability and meter read transmissions to confirm that the AMR/AMI meets the established system performance specifications.
- Installer quality reviews to determine the competence of new AMR/AMI installers.
- Data quality reviews, to verify that device and installation data collected in the field is correct.



**Figure 5 – Example Meter and Endpoint Installation Acceptance Dashboard**

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Arcadis will manage installation quality assurance as defined in the quality management plan and installation vendor contract. Once the equipment is installed, our quality control team verifies the installations in a few different ways. First, and most critically, is investigating the data coming into the AMR/AMI system. This data can provide information on which specific installations should be investigated physically in the field. Once the data is provided from the installation team, we also verify the numbers reported match the AMR/AMI system, preventing billing errors. Finally, the project’s field team is deployed to investigate issues as well as to perform random sampling.

**Customer Communication**

This project will be particularly visible and touch the public in a very personal way. **Arcadis will ensure that the implementation plan incorporates a section to address customer engagement and communication.** The AMR/AMI system implementation effort will require targeted and consistent communication to inform stakeholders, excite them about the benefits the new infrastructure offers and garner their support for the transition to an AMR/AMI system. Arcadis typically recommends that a customer communication program be initiated early in the project, starting with the development of a communication plan.

We will identify the various audiences (such as residential customers, local area businesses, larger commercial customers, impacted City personnel, etc.) to appropriately segment stakeholders and allow for customized messaging that meets the needs of each constituency. For example, commercial and critical care providers may require different communications than residential customers.

To develop the communication plan, the Arcadis team will perform the following activities:

- **Communication Planning Workshop.** We will facilitate a workshop with the City project team members to present our current view of the issues at play; to collectively think through potential approaches; and gain consensus among the decision makers on your team about an appropriate communication strategy.
- **Communication Plan Development.** We will draft a communication plan crystallizing our audiences, their wants and needs, strategies and tactics to provide a better offer, and a phased timeline for the project.
- **Quick-Launch Materials.** We have found that having a base set of informational materials very quickly into the project is important, as it is possible for residents and elected officials to start asking questions very early in the process. We will use our past project examples to quickly produce a set of communication tools such as internet page updates, frequently asked questions (FAQs), project briefings, and system overview materials.



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- 6) Provide a detailed project plan that includes tasks, resources (City and Consultant), and timelines to include the following milestones:
- a. Project Kickoff with City project team
  - b. Project Management
  - c. Needs assessment
  - d. Project plan with City project team
  - e. RFP draft and release
  - f. RFP evaluation
  - g. Council presentation of project
  - h. RFP award
  - i. Implementation Project kickoff
  - j. Project Phase 1 - Pilot/technology installation and testing of AMR/AMI and IT System automation.
  - k. Optional Project Management Services
  - l. Project Phase 2 - AMR Deployment – automate routes with AMR ready meters
  - m. Project Phase 3 - Meter Replacement – automate routes with predominately older meters.
  - n. Deliver a Final Report with findings from the tasks above and recommendations.

Arcadis has aligned our standard AMI program implementation methodology with the requested scope of work. We have divided the implementation into three phases as requested in the RFP and will confirm the implementation sequencing as part of the needs assessment and project planning:

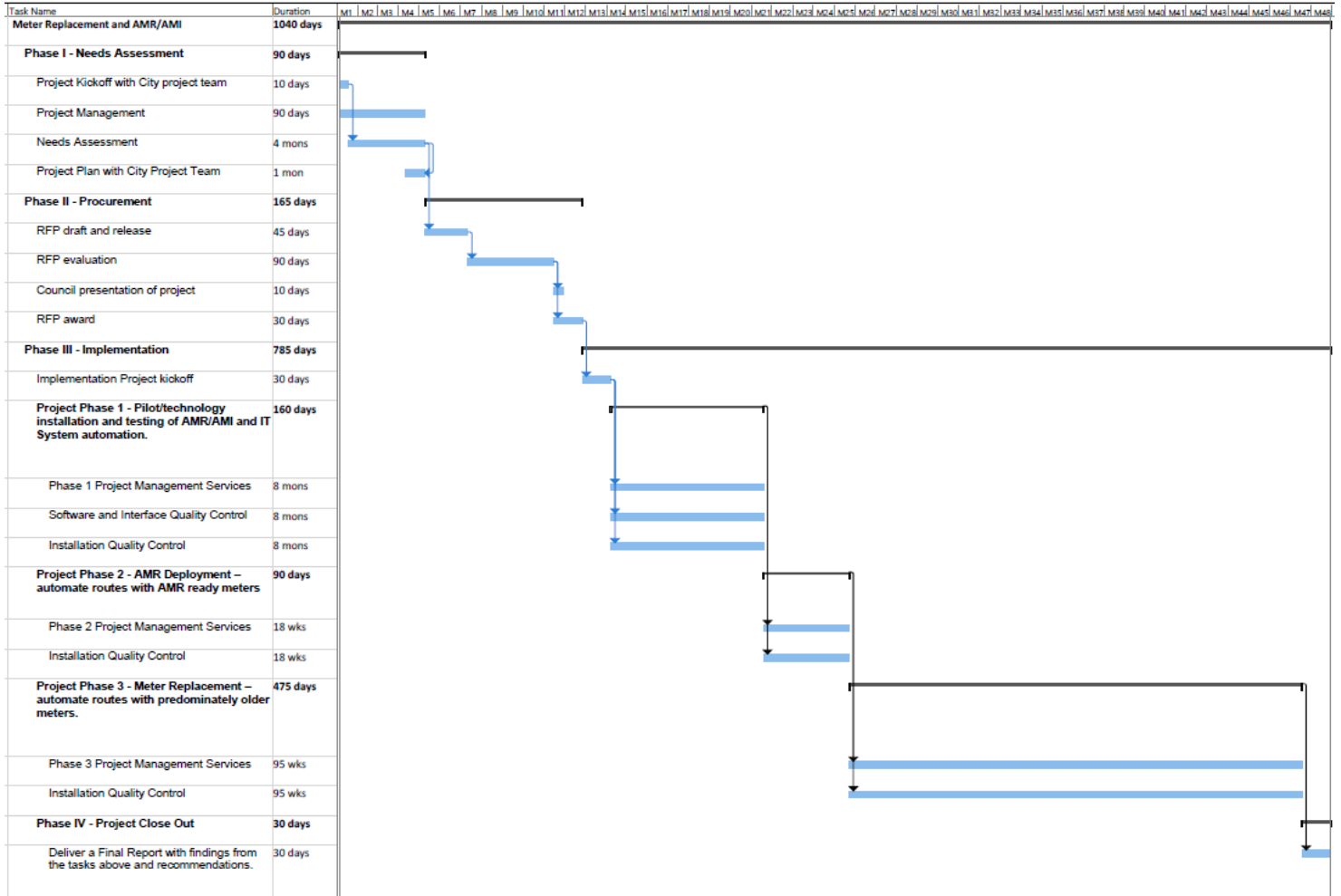
- Implementation Phase 1 – Pilot/technology installation and testing for AMR/AMI and IT System Automation
- Implementation Phase 2 – AMR Deployment – Automate routes with AMR ready meters
- Implementation Phase 3 – Meter Replacement

As part of the project preparation and initiation, Arcadis will prepare a detailed work breakdown structure (WBS) and schedule model using MS Project showing additional details about significant activities and deliverables for all phases.




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**Figure 6 – Project Plan**

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**EXPERIENCE, PROVEN PERFORMANCE, AND QUALIFICATIONS**

- 1) Provide 1-3 valid references from those who can confirm your experience in providing the services stated within this RFP. The reference may be from governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last five (5) years.

**Reference 1:**

City of Mesa, AZ	200 S. Center Street, Mesa, AZ 85210
Kristi Uyeshiro, Senior Project Manager	480.283.7797
Kristi.Uyeshiro@mesaaz.gov	Ongoing
<p>Provide a brief summary of Services provided:          Arcadis provides project management leadership and AMI technical expertise for the planning, procurement and Phase 1 implementation of the City's AMI solution. The importance of this project with the alignment to the City's Smart City strategy is to advance the City's utility services with advanced metering technologies to improve utility operations and enhance their customers' experience. The City is focused on empowering utility staff and customers using information and data from AMI.</p> <p>The Smart Meters Project was undertaken by the City of Mesa to install 'smart' meters across its three utility service offerings. The City has a population of 500,000 and provides water, gas and electric services for customers both in City limits and surrounding areas. The City's water system has approximately 153,000 service connections for residential, commercial and industrial customers. The City's natural gas utility serves over 44,000 homes and businesses inside City limits and an additional 25,000 in the Magma service area southeast of the City. The City also provides electric utility services to approximately 17,000 residential and commercial customers located within a 5.5 square mile area centered around Mesa's downtown area.</p> <p>The project implementation is about three to four years. It is expected that the City will conclude an initial deployment of about 2,000 smart meters in 2022. City-wide deployment across all three utilities is targeted to be completed in 2025 – 2026.</p> <p>In 2018, the City established their Smart City vision and master plan, Smarter Mesa. The City's vision is to leverage technologies and data-driven insights to improve quality of life, citizen engagement, public safety, economic development, service delivery and community vibrancy.</p> <p>The City desires to provide responsive solutions that enhance the live, work and play experiences of people in the community.</p> <p>The overarching Smart Metering Project goals are:</p> <ul style="list-style-type: none"> <li>• Align with the City's overall Smart City initiative. The Smart Metering Project is an</li> <li>• initiative under the City's Smart City Program which supports the City's Smarter</li> <li>• Mesa themes, Smart Government and Smart Infrastructure.</li> <li>• Improve or enhance utility to customer communication. The City wants to</li> </ul>	



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- enhance their customer’s experience in every interaction, making things easier to
- resolve concerns and do business with the City.
- Improve operational effectiveness and productivity. Streamlined processes, less
- rework, less manual processes, less truck rolls, better response times, improved
- safety and more employee opportunity are all key expectations and outcomes
- from the AMI project.
- Encourage a forward-thinking culture across the City’s three utility offerings. The
- City is on their journey to transform the utility into a smarter utility. Leveraging
- advanced technologies is part of this foundation to enable employees and change
- the culture to one that incorporates data-driven insights into their day-to-day
- work.

Total project cost: \$1.5 million

**Reference 2:**

<b>Puerto Rico Aqueducts and Sewer Authority (PRASA)</b>	
Maria Bartok	787.620.2277
Maria.Bartok@acueductospr.com	On-going
<p>Provide a brief summary of Services provided:</p> <p>Arcadis has been engaged by PRASA since 2006 as its Consulting Engineer and has provided business advisory as well as financial support services. PRASA serves approximately 3.2 million residents plus approximately 1 million tourists annually. Through this engagement, Arcadis has provided a variety of services including:</p> <ul style="list-style-type: none"> <li>• Asset Valuation</li> <li>• Cost of Service</li> <li>• Rate Restructuring</li> <li>• Financial Modeling</li> <li>• Cost and Rate Projections</li> <li>• P3 Procurement / Advisory</li> <li>• Bond Issuance</li> <li>• Affordability</li> <li>• Policy Review</li> <li>• Financial Modeling</li> </ul> <p>Of special relevance to the City’s AMR/AMI project, Arcadis provided Public-Private Partnership (P3) Assistance. Arcadis provided technical advisory and assistance for the P3 procurement of a design-build- finance team for the design and construction of PRASA’s \$200M dam, reservoir and raw water intake pump station project in the Valenciano Region. Activities included development of request for qualifications, comprehensive evaluation of prospective bidders’ statements of qualifications and development of detailed request for</p>	

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proposals, including finance and agreement terms, issued the pre-qualified bidders. Arcadis also served as technical advisory and transaction consultant for the P3 procurement for implementation of AMR/AMI system and provision of customer services. We developed the specifications for the system, assisted with the evaluation, and supported the contract negotiations.

Total project cost: \$9 million (Multiple projects over 15-yr period)


**Reference 3:**

<b>City of Tempe, AZ</b>	31 E. 5th Street, Tempe, AZ 85281
Tarja Nummela, Customer Service Administrator	480.350.8361
tarja_nummela@tempe.gov	On-going
<p>Provide a brief summary of Services provided:</p> <p>SL-serco is currently providing AMI consulting services to the City of Tempe. To start the process of deploying an advanced metering system, SL-serco has helped the City of Tempe with strategic and project planning, including education and documentation. To begin this process, SL-serco and the City of Tempe established a project team with key stakeholders from each department. This team, including SL-serco’s subject matter experts and change management experts, developed a set of requirements and goals for the program. Using these requirements and goals for the utility, SL-serco presented possible advanced metering solutions that would suit the utility. To best educate the project team, the project team then invited local vendors to present solutions and the technology available today. SL-serco then narrowed the cases down to four possible solutions to be evaluated for the City of Tempe. The cases were then evaluated for their costs and benefits. SL-serco recommended a full AMI deployment in a three-year period, and this was ultimately the direction taken.</p> <p>SL-serco provided assistance through the procurement of a full AMI system after this decision. Using the requirements and documentation created in the planning phase, SL-serco’s team assisted the City of Tempe in the creation of an RFP. Once released, SL-serco facilitated vendor questions and requests for the document. Upon the receipt of vendor responses, SL-serco and the project team evaluated the proposals and came to a decision that best suited the City’s needs. SL-serco then facilitated contract negotiations between the City of Tempe and its selected vendor.</p> <p>As of this proposal, SL-serco has finalized deployment and validated the system; SL-serco is now helping the City of Tempe build a digital twin and analyzing their AMI data with SCADA information to build better rate structures. Key values that SL-serco provided include system verification, including user acceptance testing and system acceptance testing; tightly monitored and corrected vendor performance; and multi-system data integration, including large data management efforts. As SL-serco works with the City of Tempe to better use the data coming from their systems, we continue to refine their business processes and program success KPI’s.</p> <p>Total project cost: \$600,000</p>	

- 2) Provide a brief history of your organization including the past performance on project of similar scope and size, level of knowledge, reliability, flexibility and how your firm is able to meet project deadlines.

Arcadis has the proper experience to fully support the City through all phases of your AMR/AMI project. The following table provides a summary of our relevant experience.

Client Name	Project Name	Approx. # of Customer Accounts/ Meter Endpoints	Water, Wastewater, Gas, Electric
WSSC Water	AMI Project Management	485,000	W, WW
City of Phoenix, AZ	Meter-to-Bill Evaluation	420,000	W, WW
City of South Bend, OH	Meter-to-Cash Evaluation and Utility Billing Implementation Management	43,000	W, WW
Birmingham Water Works Board, AL	SAP Customer Relationship and Billing Implementation and Upgrades	270,000	W, WW
City of Wichita, KS	Metering and Billing Improvements Plan	150,000	W
City of Mesa, AZ	AMI Consulting and Project Management	230,000	W, G, E
City of Scottsdale, AZ	Residential Water Meter Study	88,000	W
Youngstown, OH	Water Meter Engineering Services	55,000	W, WW
City of Tucson, AZ	Water AMI Strategic Plan and Pilot	30,000	W
St. Marys, OH	AMI Planning and Selection	5,000	W, E
City of Columbus, OH	Water Audit and Non-Revenue Water Analytics	300,000	W, WW
Puerto Rico Aqueduct & Sewer Authority	Owners Agent for Optimizing PRASA's Metering Infrastructure and Customer Service Experience	1,200,000	W
Chicago Department of Water Management	Water Infrastructure Program	162,000	W
USEPA	Advanced Metering Infrastructure Primer	NA	W
Greene County, OH	Advanced Metering Study	22,000	W
Chesterfield County Utilities (SL-serco)	AMI System Plan	115,000	W, WW
City of Tempe, AZ (SL-serco)	AMI System Plan, Procure, Deploy	80,000	W, WW
City of Winter Park, FL (SL-serco)	AMI System Deploy and Optimization	28,500	W, WW, E
Fort Worth Water District, TX (SL-serco)	AMI System Plan, Procure, Deploy	240,000	W, WW
Huntsville Electric Co-op (SL-serco)	AMI System Deploy	63,000	W, G, E
Lee County Water (SL-serco)	AMI System Deploy and Optimization	85,000	W, WW
Town of Cary, NC (SL-serco)	AMI System Deploy and Optimization	52,000	W, WW
WV Water Authority (SL-serco)	AMI System Deploy and Optimization	64,000	W, WW

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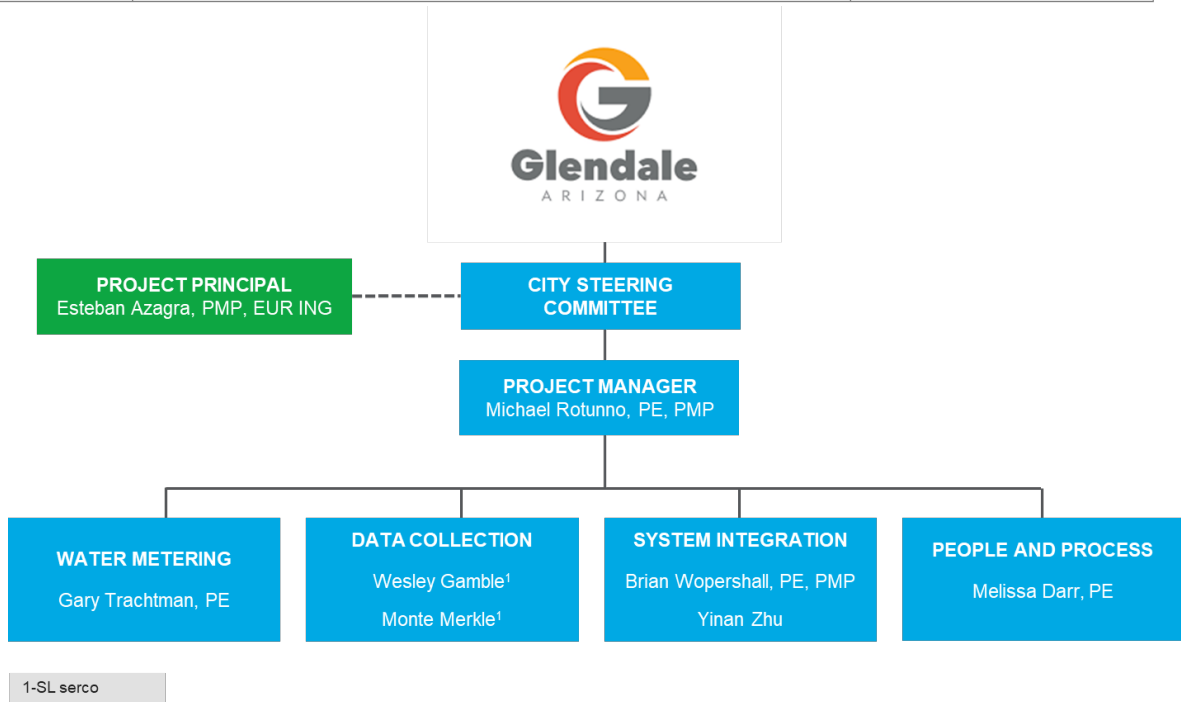
- 3) Describe how your firm is prepared to respond promptly to problems and any changes to scope of work.

Arcadis has supported the City for over three decades, addressing your needs in very diverse areas, from the design, construction and automation of your treatment plants, to the design and construction oversight of your fiber optic network, just to name a few examples. Arcadis is committed to bring the same level of support, expertise and responsiveness expected by the City to this project. We have assembled a team of national experts, who will be supported by local staff with first-hand experience delivering similar projects in the Valley. The following elements of our team and approach demonstrate that we are fully prepared to respond promptly to problems and any changes to scope of work:

- **Our Project Principal, Esteban Azagra, is local and knows the City well.** In fact, he started his career supporting the City during the construction and automation of your West Area Water Reclamation facility.
- **Our project manager, Michael Rotunno, is a national expert fully committed to delivering projects locally.** He has supported local clients like the City of Phoenix and the City of Mesa in a similar fashion, and will be responsible for managing the elements of the project management plan described earlier in the document, which will ensure proper risk management, change control, and overall quality management.
- **Our proposed local project team are members of our Arizona technology and IT consulting center of excellence, which is located 15 miles away from the City.** The team has a proven track record delivering technology solutions for other cities in the Valley and is ready to respond locally to any immediate need right away.

### 3. CAPACITY OF OFFEROR

- 1) Identify the key team members to be committed to the project and provide the following for each:
  - a. Role of the person and Responsibilities
  - b. Qualifications
  - c. Home office location
  - d. Length of time with firm
  - e. Availability of key staff members
  - f. Percent of their work to be done locally for this project if awarded
  - g. Relevant experience on similar or related projects.
  - h. Demonstrated performance record.



**Figure 7 – Project Team Organization**

Name	<b>Esteban Azagra, PMP, Eurlng, IAM</b>
Role of the person and Responsibilities	<u>Project Principal</u> As the Project Principal, Mr. Azagra will be responsible for allocating company resources to the project, will serve as a point of escalation, and will participate in the executive management for the project.
Qualifications	<u>Licenses and Certifications</u> Project Management Professional - AZ (416947) Federation Europeenne d'Associations Nationales d'Ingenieurs (2433) Professional Engineer, Spanish Society of Agricultural Engineers (3383) IAM Certificate, The Institute of Asset Management (1041974)  <u>Degrees</u> MS, Civil Engineering, The University of Texas, 1999 MS, Agricultural Engineering, Universidad Politecnica de Madrid, 1995
Home office location	Phoenix, AZ
Length of time with firm / Total experience	20/20
Availability of key staff members	25%
Percent of their work to be done locally for this project if	100%



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awarded	
<p>Relevant experience on similar or related projects</p> <p>Demonstrated performance record</p>	<p>Mr. Azagra leads Arcadis' Business Advisory Services in North America, which focuses on delivering IT/automation, asset management, risk &amp; resilience, and financial services to the water industry. He has provided extensive management consulting services and is an expert in applying technology solutions to the water industry, including design and implementation of meter-to-cash solutions.</p> <p><b>Smart Metering Project, City of Mesa, AZ</b>        Project Principal supporting the City of Mesa AMI program. Project involves RFP development, solution design and selection, and implementation oversight for the replacement of water, gas, and electric meters and the creation of an AMI network.</p> <p><b>AMI Program, Washington Suburban Sanitary Commission (WSSC), DC</b>        Lead for the Technical Review Board – AMI planning, selection and implementation</p> <p><b>Planning and Implementing CIS and AMR/AMI Projects (WRF On-line Report #4583), Water Research Foundation, Denver, CO</b>        Member of the project advisory committee.</p> <p><b>Technology Master Plan, City of Scottsdale Water, AZ</b>        Project Manager responsible the evaluation of current and future use of information technology and industrial control systems to support the Scottsdale Water's future business needs. The technology master plan identified, prioritized, and quantified proposed technology investments, and served the purpose of future budget planning. Arcadis assessed and recommended investments to improve the city's network infrastructure, SCADA, CMMS, AMR/AMI, technology governance, compliance management systems, cyber security, non-revenue water determination, IoT, and smart water networks.</p> <p><b>Birmingham Water Works Board, AL: Billing System Implementation</b>        Quality control reviewer for the implementation of SAP Customer Relationship and Billing project.</p>

Name	<b>D. Michael Rotunno, PE, PMP</b>
Role of the person and Responsibilities	<u>Project Manager</u> As the Project Manager, Mr. Rotunno is responsible for the day-to-day management and technical oversight of all facets of the project.
Qualifications	<u>Licenses and Certifications</u> Professional Engineer – OH Project Management Professional, Project Management Institute, 2017 Lean Sensei, Villanova University, 2013



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	<u>Degrees</u> BS Civil Engineering Pennsylvania State University, 1997 MBA Business Administration Case Western Reserve University, 2001
Home office location	Cleveland, OH
Length of time with firm / Total experience	9 / 24
Availability of key staff members	60%
Percent of their work to be done locally for this project if awarded	50%
Relevant experience on similar or related projects  Demonstrated performance record	<p>Michael Rotunno is an experienced utility professional with over 20 years of broad management and consulting experience and demonstrated experience leveraging technology to improve organizational performance. With Arcadis, Mr. Rotunno is responsible for leading large and complex information technology projects for water utilities nationally and serves as the Discipline Leader for the North America Digital Consulting practice. He has been involved in AMI and meter-to-cash programs for the past 10 years, having filled leadership roles in AMI programs ranging from 5,000 to over 480,000 endpoints.</p> <p><b>Meter Replacement Project Management, Green County Sanitary Engineering Department, Greene County, OH</b>          Mr. Rotunno is serving as the project manager for this effort to replace approximately 22,000 water meters and to implement new AMI technology. He is leading a team that is responsible for the planning, procurement, management, and quality control for the project.</p> <p><b>Advanced Metering Infrastructure Project Management, Washington Suburban Sanitary Commission, Laurel, MD</b>          Mr. Rotunno served as the project manager for Washington Suburban Sanitary Commission's (WSSC) during the planning for their AMI system. WSSC supplies water and sewer service to 485,000 customers located in Montgomery and Prince Georges Counties Maryland. Mr. Rotunno lead the effort to develop the project needs assessment and business case, and led the development of procurement documents for all required goods and services.</p> <p><b>Meter Automation and Replacement Program City of Cleveland, Division of Water, OH</b>          Mr. Rotunno served as Technical Director for CWD's Clear Reads Program, a major initiative to modernize its water meters, deploy AMI, and improve meter reading process. The program was initiated in spring of 2008, and Mr. Rotunno served as part of the project leadership team until his departure from CWD in early 2012.</p>



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	<p><b>AMI Planning and Selection</b>  <b>City of St. Marys, Ohio</b>          Arcadis assisted the City of St. Marys with the planning and procurement for a new AMI system capable of reading the City's 5,000 water and electric meters. Beginning in spring 2014, Mr. Rotunno led the development of the project business case which found that the City would benefit from an AMI. He then led the development of a Request for Proposals (RFP) for the new system and for installation services, and managed the procurement process. He was responsible for performing technical review of all received proposals, and for developing a life-cycle cost analysis for the various solutions. The City selected the Sensus FlexNet AMI, and Mr. Rotunno facilitated the contract negotiations for the new solution.</p> <p><b>Water Meter Engineering Services</b>  <b>City of Youngstown, OH</b>          Arcadis assisted the City of Youngstown, OH with an upgrade to their 55,000 water meters by providing water meter engineering services. Mr. Rotunno served as the project manager for this effort. Arcadis first developed specification documents and helped to City bid new replacement water meters. Arcadis then developed the project business case and request for proposals for the new AMI system, and supported the City through the selection and procurement process. The City is now in the process of installing the Sensus FlexNet AMI solution, using Sensus iPearl water meters. Mr. Rotunno supported the deployment of a mobile service order application that will be used by City staff to support the AMI installation and meter replacement program, as well as on-going meter service order work.</p>
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Name	<b>Gary Trachtman, PE, CDT</b>
Role of the person and Responsibilities	<u>Subject Matter Expert – Water Metering</u> As the water metering subject matter expert, Mr. Trachtman will lead the meter replacement planning analysis performed as part of the needs assessment and will advise the project on the technical aspects of water metering throughout the life of the project.
Qualifications	<u>Licenses and Certifications</u> Professional Engineer Certified Construction Documents Technologist (CDT)  <u>Degrees</u> MSCE Sanitary Engineer New York University 1972 BSCE Sanitary Engineering Northeastern University 1969
Home office location	Boston, MA
Length of time with firm / Total experience	49/49



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Availability of key staff members	25%
Percent of their work to be done locally for this project if awarded	10%
<p>Relevant experience on similar or related projects</p> <p>Demonstrated performance record</p>	<p>Mr. Trachtman has a wide range of experience in water master planning, water loss control, non-revenue water auditing, and water meter engineering. Mr. Trachtman has been a member of the AWWA Water Loss Control Committee (WLCC) for 15 years, contributed to the 3rd and 4th editions of Manual M36 Water Audits and Loss Control Programs and peer-reviewed USEPA’s guidance document on Best Practices to Consider.</p> <p><b>Water Meter Technical Review, DeKalb County, Georgia</b>          Technical lead for assessment and technical comparison of various mechanical (positive displacement) and static (ultrasonic and magnetic) 3/4” and 1” residential water meters that are compatible with DeKalb County’s existing Sensus FlexNet® Advanced Metering Infrastructure (AMI) system and that best meet the County’s metering and AMI goals. Compared the functional characteristics of existing installed meters in DeKalb County and alternate meters that met minimum criteria established by DeKalb County and the project team. Also compared operating characteristics of these meters, such as flow range, operating pressure, head loss, and accuracy at different flow rates. Qualifying meters were bench tested via coordination with Department of Watershed Management (DWM) metering staff and local vendor representatives. Bench tests confirmed the compatibility of selected meters with DeKalb County’s AMI infrastructure through connection to a radio endpoint as well as determined the workability of each selected meter in a simulated field setting. A life cycle cost analysis was performed to outline the various costs of each meter at stages throughout its service life. Warranty and life expectancy comparisons were also conducted for these meters within the life cycle cost analysis.</p> <p><b>Meter-to-Bill Evaluation, City of Phoenix, Arizona Water Services Department</b>          Technical lead for examination of the City’s current meter-to-bill business processes and meter-to-bill accuracy, with focus on random sampling and testing (at WSD testing facility) of approximately 400 customer meters 1” and smaller, in accordance with standard industry practice. Evaluation included accuracy of generated bills, correct meter number assignment to premise and customer account, premise’s meter size correctly coded in the utility billing system, and meter, register, and the encoder-receiver-transmitter (ERT) are the correct combination. Weighted average meter tested accuracy was compared with manufacturer’s new meter accuracy. Prepared summary report and material for presentation by WSD to Water Rate Advisory Committee.</p>



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 Procurement Department  
 5850 West Glendale  
 Avenue, Suite 317  
 Glendale, Arizona 85301

Name	<b>Wes Gamble</b>
Role of the person and Responsibilities	<u>Subject Matter Expert – Data Collection Technology</u> As the data collection technology matter expert, Mr. Gamble will lead the evaluation of AMR/AMI data collection technologies performed as part of the needs assessment, will develop the technical requirements for the AMR/AMI systems, and will advise the project on the technical aspects of data collection throughout the life of the project.
Qualifications	<u>Licenses and Certifications</u>  None
Home office location	Nashville, TN
Length of time with firm / Total experience	9 / 11
Availability of key staff members	25%
Percent of their work to be done locally for this project if awarded	50%
Relevant experience on similar or related projects  Demonstrated performance record	<p>Since 2005, Wesley Gamble has been active in the utility industry working directly for a combined municipal utility, as well as in the private sector, assisting utilities in the planning, implementation, and operation of utility systems.</p> <p><b>Smart Metering Program, Mesa, AZ</b></p> <ul style="list-style-type: none"> <li>• Performed Advanced Metering Education Sessions</li> <li>• Procurement and Deployment Planning</li> </ul> <p><b>AMI Planning, Procurement, and Deployment, Tempe, AZ</b></p> <ul style="list-style-type: none"> <li>• Facilitated Advanced Metering Vendor Meetings</li> <li>• Documented Advanced Metering System Integration, and Data Flow Map</li> <li>• Facilitated Project Requirements Creation</li> <li>• Developed Request Document and Evaluated Vendor Responses</li> <li>• Facilitated Contract Negotiation</li> <li>• Pilot Deployment Performance Testing and Project Management</li> </ul> <p><b>AMI &amp; Customer Portal Plan, Procure, Deploy, Fort Worth Water Department</b></p> <ul style="list-style-type: none"> <li>• Consulted on IT System Purchases and Integrations</li> <li>• Consulted on Business Process Development</li> <li>• Developed Request Document and Evaluated Vendor Responses</li> </ul>



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	<ul style="list-style-type: none"> <li>• Facilitated Contract Negotiation</li> <li>• Consulted on Implementation of Advanced Data Analytics</li> </ul>
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<b>Name</b>	<b>Brian Wopershall, PE, PMP, GISP</b>
<b>Role of the person and Responsibilities</b>	<p><u>Subject Matter Expert – Software and Integration</u>          As the software and integration subject matter expert, Mr. Wopershall will lead the project planning for these areas performed during the needs assessment, will lead the development of the functional and technical requirements for software and integration, and will lead the software quality control activities for the project.</p>
<b>Qualifications</b>	<p><u>Licenses and Certifications</u>          Professional Engineer – OH          Registered GIS Professional (GISP)          Project Management Professional (PMP)          AWWA Customer Service Program Certification</p> <p><u>Degrees</u>          BS Civil Engineering Case Western Reserve University 1997          MS Civil Engineering and City Planning- Focus on Information Systems Georgia Institute of Technology 1999</p>
<b>Home office location</b>	Cleveland, OH
<b>Length of time with firm / Total experience</b>	1/20
<b>Availability of key staff members</b>	50%
<b>Percent of their work to be done locally for this project if awarded</b>	50%
<b>Relevant experience on similar or related projects</b>  <b>Demonstrated performance record</b>	<p><b>Implementation and Operations Manager, CWD, Cleveland, OH.</b>          Transformative project which upgraded approximately 425,000 water meters to AMI using the Itron Choice Connect Solution and integrating the AMI with Oracle Customer Care and Billing (CC&amp;B). Served as integration manager and AMI application manager during the AMI deployment and system operation. Managed a team of up to 75 members made up of representatives from the utility, consultants, AMI vendor and subcontractors. Directed team regularly on issues related to contractor performance, contract terms, interfaces, customer complaints, installation and data collection quality, and IT system reliability.</p> <p>Managed team responsible for providing up to 25,000 meter reads per day after transition from quarterly to monthly billing at completion of</p>



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	<p>AMI implementation. Led project with senior staff, customer service, IT and public affairs departments on roll-out of customer porta (clevelandwater.com) and automated leak notification system to alert residential customers with continuous water consumption.</p> <p><b>AMI Procurement Consultancy, Singapore Public Utilities Board, SG.</b>        Technical lead during the planning for the deployment of 300,000 smart water meters for the Public Utilities Board (PUB), Republic of Singapore. Met with Singapore PUB to discuss industry best practices and provide direction on the development of the specification for a vendor to install meters, manage the implementation, and perform operation and maintenance after deployment.</p> <p><b>AMI Program Management, Louisville Water, Louisville, KY.</b>        Acted as owner’s agent through selection of AMI solution. Co-led vendor interview and scoring process with client project manager, held preparation sessions with department leads and coordinated Q&amp;A sessions between Louisville Water and vendors. Held workshops to develop as-is and to-be work processes leveraging the benefits of Itron Riva AMI. Met with customer service, meters, engineering, IT and training departments to outline employee AMI training requirements. Collaborated with client on test plan to make sure requirements are met in system integration with Oracle CC&amp;B and Work and Asset Management (WAM).</p> <p><b>AMI Program Management, Columbia Water, Columbia, SC.</b>        Developed and helped execute test plan for integration between Badger Beacon cellular AMI system and Columbia’s Banner billing system. Collaborated with client to design a two-phased validation of project workflows through an alpha phase with closely scrutinized installations, followed by a beta phase of 100 installations. Facilitated transition into main implementation phase of 500 installs per day.</p>
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Name	<b>Melissa Darr, PE</b>
Role of the person and Responsibilities	<u>Subject Matter Expert – People and Process</u> As the people and processes subject matter expert, Ms. Darr will lead the business process mapping and analysis performed as part of the needs assessment, will contribute to the software functional requirements, and will support the software quality control for the project.
Qualifications	<u>Licenses and Certifications</u> Professional Engineer: AZ LEED AP O&M 10958917 ENVISION Sustainability Professional Microsoft Technology Associate Database Fundamentals IAM Certificate in Asset Management Registration no. 5003378



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	<u>Degrees</u> MS, Civil and Environmental Engineering: Energy, Civil Infrastructure, and Climate, UC Berkeley BS, Civil and Environmental Engineering, UC Berkeley
Home office location	Phoenix, AZ
Length of time with firm / Total experience	7/7
Availability of key staff members	50%
Percent of their work to be done locally for this project if awarded	100%
Relevant experience on similar or related projects  Demonstrated performance record	<p> <b>AMI Program Management, City of Mesa, Mesa, Arizona</b>            Completed a needs assessment and other activities necessary to write a comprehensive RFP for the replacement of water, gas, and electric meters and the creation of an AMI network. Worked collaboratively with the City to collect information about Mesa's unique needs and educate the City on AMI best practices. In progress – RFP expected to be issued in summer 2020.         </p> <p> <b>Scottsdale Water Technology Master Plan , Scottsdale, Arizona</b>            Assessed the current state of the Work Order, Asset Management, Smart Meter, Enterprise Architecture, and Non-Revenue Water programs for inefficiencies and recommended upgrades to address gaps in current technology offerings and presented to the City's Board of Directors.         </p> <p> <b>Primavera and Maximo Program Support, Salt River Project, Phoenix, Arizona</b>            Led Maximo upgrade activities for the Generation Engineering group. Processed a scheduling backlog of over 100 FY18 projects, updated work orders in Maximo and scheduled these through to Primavera. Developed training materials and standard operating procedures to capture the processes used by the group throughout the work order lifecycle.         </p> <p> <b>West Area Water Reclamation Facility, Glendale, Arizona</b>            Assessed the current state of facilities and recommended upgrades to the UV disinfection system. Designed and built sampling equipment and performed sampling activities on site.         </p>

Name	<b>Yinan Zhu</b>
Role of the person	<u>Technical Analyst</u>



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and Responsibilities	As the technical analyst, Ms. Zhu will support the subject matter experts during the needs assessment by performing business process modelling, and documenting functional and technical requirements, and will support the software quality control for the project.
Qualifications	<p><u>Licenses and Certifications</u>          Oracle Certified Professional, Java SE 6 Programmer          Microsoft Certified: Azure Fundamentals          SAP ABAP Professional Training          SQL Server Management Training</p> <p><u>Degrees</u>          MS, Management Information Systems, University of Arizona, 2012          BS, Computer Science, Jinan University, 2011</p>
Home office location	Phoenix, AZ
Length of time with firm / Total experience	8/8
Availability of key staff members	50%
Percent of their work to be done locally for this project if awarded	100%
Relevant experience on similar or related projects  Demonstrated performance record	<p><b>Meter-to-Bill Evaluation, City of Phoenix, Phoenix, AZ</b>          Developed business process models for meter-to-bill processes.          Performed water meter data analysis.</p> <p><b>AMI Program Management, City of Mesa, Mesa, Arizona</b>          Supported interface integration needs and other requirements analysis and solution design efforts.</p> <p><b>Drinking Water Regulatory Database System Implementation, City of Phoenix, Phoenix, AZ</b>          As a Software Developer, responsible for eDWaRD maintenance and feature enhancement for both City of Phoenix and City of Chandler. Helped migrating eDWaRD system from Oracle to Microsoft SQL Server for City of Phoenix and also helped with database schema comparison, validation and database migration. eDWaRD is a custom web-based, integrated information system that provides dashboards for drinking water regulatory compliance functions. The system enables the city's Compliance and Regulatory Affairs Office (CRAO) to manage complex drinking water regulations and reduces the risk of regulatory non-compliance. It is a configurable system that can be adapted as distribution systems and regulations evolve.</p> <p><b>SCADA Data Reporting Service, City of Austin, TX</b>          As a Software Engineer, developed and improved SQL Server</p>




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	Reporting Services (SSRS) reports to assist client analysis and monitor SCADA data getting directly from PLCs in the fields and data gathered from Historian servers. She helped processing collected SCADA data from PLCs into SQL Server database automatically by creating stored procedures and database jobs. SSRS reporting assists users to view historical and real-time records over a certain timeframe and customized reporting indicators allow users to view the big picture of overall field operations.
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<b>Name</b>	<b>Monte Merkle</b>
<b>Role of the person and Responsibilities</b>	<u>Meter Installation Quality Control</u> As the meter installation quality control analyst, Mr. Merkle will design and implement processes for meter installation and AMR/AMI endpoint installation acceptance, and will monitor performance of the installation teams.
<b>Qualifications</b>	<u>Licenses and Certifications</u> None
<b>Home office location</b>	Bloomington, IN
<b>Length of time with firm / Total experience</b>	2/14
<b>Availability of key staff members</b>	50%
<b>Percent of their work to be done locally for this project if awarded</b>	25%
<b>Relevant experience on similar or related projects</b>	<b>City of Trinidad, CO.</b> Delivery standards manager and consultant for project that included 4,500 water meters, 4,300 electric meters and 4,300 gas retrofits. Project included national municipal utility project oversight; project management support; procurement and deployment planning; and defined and implemented daily billing system data synchronizations with data collection systems.
<b>Demonstrated performance record</b>	<b>City of Evansville, IN.</b> Delivery standards manager for project that included 65,000 water meters. Project included national municipal utility project oversight; project management support; develop and implement data QC procedures; and project management training for operations team.
	<b>City of Martinsville, VA.</b> Delivery standards manager for project that included 7,000 water meters. Project included national municipal utility project oversight; project management support; AMI full deployment project management

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	and performance testing; project management training for operations team.
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- 2) Provide the contact information of the Project Manager assigned to the resulting contract who will be directly responsible for implementing the proposed solution and services. This Project manager will be responsible for the day-to-day management of project tasks and will be the primary point of contact with your firm.

The project will be led by our project manager, Michael Rotunno, who will be the primary contact for the day-to-day project execution.


**D. Michael Rotunno, P.E., PMP**  
 Associate Vice President  
 Arcadis U.S., Inc.  
 1111 Superior Avenue Suite 1300 Cleveland OH | 44114 | USA  
 T. 330-515-5672 | M. 216-374-5805  
[michael.rotunno@arcadis.com](mailto:michael.rotunno@arcadis.com)

- 3) Describe the project manager's experience with similar projects and managing and leading interdisciplinary teams.

Mr. Rotunno has more than 20 years of overall experience working in all facets of water utility management and over 10 years of experience specifically providing management and technical leadership for AMI projects. He has held leadership roles for a variety of AMI projects, including Cleveland Water (450,000 meters) WSSC Water (485,000 meters), Youngstown, OH (55,000 meters), and Greene County, OH (22,000 meters). Beyond his AMI experience, Mr. Rotunno has led many other customer billing and utility enterprise asset management projects. He brings the City a unique combination of experience in program management, water system engineering, information technology, and meter-to-cash business processes.

Prior to joining Arcadis, Mr. Rotunno served as the Assistant Commission of IT for the City of Cleveland, Division of Water (CWD), one of the largest water utilities in the United States. He had overall responsibility for IT strategy and operations of the \$240M regional water utility serving 1.5M customers. In this role, he developed and executed a strategy to modernize major portions of the application portfolio, instituting a new IT program management model and system development lifecycle methodology that successfully delivered over \$43M worth of new IT investments in a three-year period. The resultant systems provided a host of new customer-facing technology services. With Arcadis, Mr. Rotunno is responsible for leading large and complex information technology projects for water utilities nationally and serves as the Discipline Leader for the North America Digital Consulting practice.

4. **COST** Please use the Price Workbook and submit as a separate attachment.

	<b>City of Glendale</b> <b>Solicitation Number: RFP 21-52 / 42100072</b> <b>WATER METER REPLACEMENT CONSULTANT</b> <b>RESPONSE WORKBOOK</b>	<b>CITY OF GLENDALE</b> <b>Procurement Department</b> <b>5850 West Glendale</b> <b>Avenue, Suite 317</b> <b>Glendale, Arizona 85301</b>
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**VENDOR EXCEPTIONS:**

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

**Document Name:** Exhibit 3 – Insurance Requirements  
**Section:** 1.a.i. Commercial General Liability – General Aggregate \$5,000,000  
**Exception:** Vendor’s General Aggregate is only \$3,000,000

None

**ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:**

Attach addendum response(s) and acknowledgement(s) here.

Our executed addendums are attached to this response workbook.

**CONFLICT OF INTEREST STATEMENT**

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

Arcadis has no conflicts of interest related to the water meter replacement project.



**SOLICITATION ADDENDUM**

**CITY OF GLENDALE**  
Procurement Division  
5850 W. Glendale Avenue  
Suite 317  
Glendale, AZ 85301  
Phone: (623) 930-2864

Solicitation Number: RFP 21-52/ 42100072

Addendum #1 Page 1 of 1

Solicitation Due Date: August 10, 2021, 2:00 p.m. (Local Time)

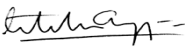
**RFP 21-52**  
**WATER METER REPLACEMENT CONSULTANT**

As a result of questions raised about this solicitation, the following revisions and clarifications have been made to Requests for Proposals No. 21-52:


**DUE DATE: The Due Date for this solicitation has been extended to Tuesday, August 10, 2021 at 2:00 PM Local Time.**

Name of Company: Arcadis U.S., Inc.

Address: 410 North 44th Street, Suite 1000, Phoenix, AZ 85008

Authorized Signature: 

Print Name and Title: Esteban Azagra / Senior Vice President

	<b>SOLICITATION ADDENDUM</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 W. Glendale Avenue</b> <b>Suite 317</b> <b>Glendale, AZ 85301</b> <b>Phone: (623) 930-2864</b>
	Solicitation Number: RFP 21-52/ 42100072  Addendum #2 Page 1 of 5  Solicitation Due Date: August 10, 2021, 2:00 p.m. (Local Time)	

**RFP 21-52**  
**WATER METER REPLACEMENT CONSULTANT**

As a result of questions raised about this solicitation, the following revisions and clarifications have been made to Requests for Proposals No. 21-52:

1. Why are only 7 business days provided to respond to this RFP after the pre-proposal meeting? If any addendum is issued, how many business days does the City's procurement rules require they must be issued prior to the submission of proposals? *An addendum can be sent out no later than 5 days before the due date. We are considering pushing the due date out until August 4<sup>th</sup>.*
2. What are the make, size, age and model of 5,000 AMR/AMI capable meters?
  - a. Badger HRE LCD – 5/8 X 3/4 (at the most they have been installed three years)
  - b. Badger HRE LCD – 1" (at the most they have been installed three years)
  - c. Badger HRE LCD – 1.5" (at the most they have been installed three years)
  - d. Badger HRE LCD – 2" (at the most they have been installed three years)
  - e. SENSUS OMNI T2 - 2" to 4" (at the most they have been installed 9 years)
  - f. SENSUS OMNI C2 - 2" to 4" (at the most they have been installed 9 years)

3. What are the models and ages of the 2,900 ERT attached to the meters. *Itron ERTs, 50W, 60W, and 100W*

4. Does the city plan to install the AMR/AMI system itself or contract it out in whole or in part? *This is something that we would like the consultant to review these options and help us to decide.*
  - a. What is the basis for the 2,500 to 3,500 meters replaced each year?

Currently the basis for replacing meters is usage:

- 5/8 x 3/4 meters are replaced at 3 million gal.
- 1" meters are replaced at 3.5 million gal.
- 1.5" meters are replaced at 35 million gal.
- 2" meters are replaced at 35 million gal.

- b. What meters are they being replaced with?

*Up to recently we replaced meters with Badger HRE LCD. Soon we will start to replace meters with SENSUS SR2 with electronic registers. Medium to large meters are replaced with OMNI C2 & T2 METERS*

5. What type of lids are in the system for pits and vaults that have the existing ERTs? *Metal lids*
  - a. What materials are the existing lids made of that don't have AMR devices? *Metal*



## SOLICITATION ADDENDUM


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Addendum #2 Page 2 of 5

Solicitation Due Date: August 10, 2021, 2:00 p.m. (Local Time)

- b. Was anything done to modify these lids to aid in RF transmission? *No.*
- c. Are the existing lids manufactured to be drilled for AMR/AMI devices? *No, they are not specifically manufactured for that. They are metal, however, and it's possible to drill a hole through them.*
6. How are the current 2,900 ERT read? *Drive by routes read with Itron MC3Lite; Itron IMRs (Itron Mobile Radios) also used by individual reps.*
- a. On what types of accounts are they installed? *Commercial and residential*
- b. Is this a concentrated installation or spread out? *Majority are concentrated, commercial accounts. Some others are residential and commercial that are spread out.*
7. Is there an engineer's estimate or budget for these consulting services? If so, what is that estimate? *No.*
- a. Over what period of time are these resources scheduled?
8. Were these consulting service requirements developed by an outside consultant? If so, are such consultants allowed to participate in this procurement? *No.*
9. For AMR/AMI system procurement – why a performance-based contract? *The City is currently seeking performance-based contracts for better tracking and conformance with vendor compliance.*
10. What is the current accuracy level of the existing meter population? *Large meters are tested annually and tested according to the AWWA overall weighted averages. Small to medium size meters are tested in house after they are replaced.*
- a. How was this accuracy level determined? *We use the AWWA recommended overall weighted average*
- b. For the cost savings performance associated with the AMR/AMI system proposed by a vendor, does the city plan on shifting staff to allow the vendor to recover costs savings associated with the proposed reading technology? *This is something that we would like the proposer to help us figure out.*
11. Are there any established deadlines for completion of any of the milestones?
- a. Are there any restrictions imposed by either budgeting concerns or other financial issues?
- b. When does the City of Glendale anticipate making an award of this contract? *Award is intended to take place after final evaluation. We are hoping that the process can be approved by City Council by the end of the calendar year.*
12. Was there an AMI business case developed for this project or is this part of the needs assessment? *A business case has not been developed for this project.*
- a. If so, who developed it? Can we get a copy of it prior for review to the submission of the proposal?
13. Under 4.3 it notes that a detailed financial analysis for AMI implementation is needed. Does this also apply to AMR? *Yes. A detailed financial analysis is requested for both options.*

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	Solicitation Number: RFP 21-52/ 42100072  Addendum #2 Page 3 of 5  Solicitation Due Date: August 10, 2021, 2:00 p.m. (Local Time)	


14. Based on the Milestones in Section 4.6, is the City expecting milestones 1 through 8 to be completed by Consultant within the first (contract) year of the engagement? *The City would be expecting to hopefully get this completed within the first contract year but would need to work with consultant on a timeline.*

15. Item 5.2 notes that the City reserves the right to make multiple awards. How does the city plan to manage these services if there are multiple consultants? What provisions would there be for confidentiality between consultant work products to avoid transferring know-how from one consultant to another competing consultant? *This is standard language within all RFPs. The goal for this procurement would be to select one vendor.*


### **Pricing Workbook Document**

The Pricing Workbook appears to be in a different format than the Scope of Services defined in the RFP document. For example:

1. Where are the scope requirements for 4.2 Preparation tasks to be accounted for and priced? *Preparation should be accounted for in Project Management.*
  - a. Where are the scope requirements for the Project Management line item? *4.2 Preparation.*
  - b. Over what period of time does the city expect the Project Management line item to cover and how might that interrelate with project management functions that might be included in Phases 1 through 3? *Project management should be the entire process from Preparation to RFP completion.*
2. Solicitation development scope has 8 subsections of which only the RFP draft and release task and RFP evaluation are noted in the Pricing workbook. Pricing workbook shows council presentation and RFP pricing lines, but no description in the Scope for determining the requirements for these items. *A Council presentation would have to be discussed before presentation. This could include a presentation being created by the consultant to just having a consultant at a meeting to help answer questions.*
3. There does not appear to be a scope section defining Project Phase 1 activities noted in the pricing workbook. What are the optional Project Management services the city is considering in subsection b? What is the scope of work associated with such services? If this is optional, why does it appear to be included in the main body of the proposal and how will it be used in making an award? *Project Phase 1 activities are activities that would be done after award of this RFP. This would be the startup phase for after a vendor is awarded the AMR/AMI and meter installation.*
4. Does Phase 2 AMR deployment and Phase 3 Meter Replacement mean all of the tasks associated with the Scope of Work item 4.5? *Yes.*

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5. Since the workbook lists these pricing items, are these the ones that are subject to multiple awards?  
*The City intends to make a single award as mentioned in the Introduction.*
6. The Final Report does not have a scope of work defined except it notes from the “above tasks and recommendations”. Are the above items limited to the items noted in the Milestone section or does it include Items 4.2, 4.3, 4.4, and 4.5? *The Final report will encompass all sections and findings related to consultant work.*
7. The pricing schedule only supplies one hourly rate. Is this rate to be based on the average rate that might be applied to the line item as there are normally multiple consultants assigned to various work tasks and their rates might differ? *Please insert under Other at bottom of Price Sheet.*
8. The pricing workbook line item for travel shows an hourly rate. Does this mean that the consultant is allowed to charge for travel time to and from the project site? *No.* Since only an hourly rate for travel is noted, how does the consultant recover travel costs such as flights, hotels, meals, etc. for any onsite visits from out of the area consultants? *For travel this is an estimated for flights, hotels and meals.* Is there a minimum amount of on-site time that the city is expecting for the performance of this contract? *No.*
9. The Payment section notes that the “itemized statement shall not exceed the proposal fee for this Section”. Is that referring to the total project or for each line item? *The section refers to the total project.* Why is there no total project amount noted in the pricing workbook? *There is no total project amount because that can be calculated during evaluation.*
10. How does the City apply pricing for any of the “Other” Services that the consultant might offer or suggest in its proposal? *Other services are viewed as optional task.*
  - a. Is this considered in making the award for the basic, defined services? *Not Applicable.*
  - b. If the city likes any of the proposed “Other” Services, will it request other proposers to provide pricing on that as well in order to make an award decision? *Not Applicable.*
11. Are the 2% 20 days discount terms used to make an award decision? *Price is not the determining factor.*
  - a. Does the city apply the 2% discount in the setup of the contract and PO? *Price is not the determining factor.*
  - b. Does the city have a prompt payment requirement that it must pay within a specific number of days or it is subject to paying interest on the unpaid balance? *Price is not the determining factor.*
  - c. The Payment Terms in the Exhibit Package notes that the 30 day payment period starts with either the receipt of invoice or final acceptance of invoice. Is the awardee informed of when the invoice has been accepted? *No.*
  - d. Does the city pay partial invoices on the portion of the invoice that is accepted? *No.*


	<b>SOLICITATION ADDENDUM</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 W. Glendale Avenue</b> <b>Suite 317</b> <b>Glendale, AZ 85301</b> <b>Phone: (623) 930-2864</b>
	Solicitation Number: RFP 21-52/ 42100072  Addendum #2 Page 5 of 5  Solicitation Due Date: August 10, 2021, 2:00 p.m. (Local Time)	

**Response Workbook Document**


1. Many of the items listed in the Needs Assessment section appear to be very broadly worded. Are these assessments limited to metering and reading automation items or are there other expectations that the city might have? *The City depends on the Consultant to use best practices to address the needs of the City.*
2. For Item 4g, are the interviews and site visits limited to city personnel or does this include interviews and site visits to AMR/AMI system proposers to help determine which system should be selected? *This would be related to site visits and interviews for prospective vendors for the AMR/AMI system.*
3. In the Response Workbook (Section 2, items 2-5 and Section 4, item 1) there is instructions saying "(Offeror to reference corresponding letter in their response)". What is meant by "corresponding letter"? *If you have to attach a separate sheet for your response please make sure to label your response with the corresponding letter, i.e. 4g.*

Name of Company: Arcadis U.S., Inc

Address: 410 North 44th Street, Suite 1000, Phoenix, AZ 85008

Authorized Signature: 

Print Name and Title: Esteban Azagra / Senior Vice President

	<b>City of Glendale</b> <b>Solicitation Number: RFP 21-52 /42100072</b> <b>WATER METER REPLACEMENT CONSULTANT</b>  <b>EXHIBITS PACKAGE</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Ave,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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**EXHIBIT 1: SPECIAL NOTICES**

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

**1. RETURN OF OFFER** The Offeror shall submit the Response Workbook electronically in Vendor Self Service (VSS)

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered. <https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

[https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/vendor\\_self\\_service\\_v\\_s\\_s](https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_v_s_s)

(This is a PDF document “Vendor Registration Instructions” at the bottom of page.)

The Offeror shall complete all sections of the solicitation in the format given and in the spaces provided. Proposals that do not conform to the above format may be rejected.

- a. 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. PRE-OFFER CONFERENCE & SITE VISITS**

A Pre-Offer meeting will be held on **July 15, 2021, 2:00 PM, Arizona Time, online through GoToMeeting at the following link:**

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/288280621>

**You can also dial in using your phone.**

United States: [+1 \(646\) 749-3122](tel:+16467493122)

**Access Code:** 288-280-621

Attendance is **not** required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation 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.

**3. 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



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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 “Silent 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 Procurement 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.

- 4. 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. § 38-511 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.

- 5. INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Analyst 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.




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6. **SPECIAL TERMS AND CONDITIONS** Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.
7. **PUBLIC RECORD REQUIREMENTS** Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.
8. **PERMITS AND LICENSES** It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.
9. **NO COLLUSION OR ANTI-COMPETITIVE PRACTICES** 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.
10. **NON-DISCRIMINATION** 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.
11. **NO CONSIDERATIONS** 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.
12. **AUTHORIZED AGENT** The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.
13. **KEY PERSONNEL** If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.
14. **SITE INSPECTION** It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

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**15. OFFICIAL TIME CLOCK** The official time clock used to verify the date and time an offer is received is in the online bid system.

**16. DEFINITIONS** For purposes of this Request for Proposal and Resultant contract, the following definitions apply:

- a. **“City”** means the municipal corporation of the City of Glendale, Arizona
- b. **“Contract”** means the agreement for the procurement of goods, services and work.
- c. **“Contractor”** means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- d. **“Offer”** means a written offer to furnish goods, services, work, materials and/or construction to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- e. **“Offeror”** means the business, entity or person who submits an Offer in response to a competitive solicitation.
- f. **“Public Record”** means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- g. **“Purchase Order”** means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials and/or construction.
- h. **“Request for Proposal”** means a competitive solicitation issued by the City for the procurement of goods, services, work, materials and/or construction.



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**EXHIBIT 2: SPECIAL TERMS AND CONDITIONS**

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal:

[https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/procurement\\_policies](https://www.glendaleaz.com/your_government/city_finances/procurement/procurement_policies)

Standard Terms and Conditions, Request for Proposal – Revised 04-24-2009

- 1. TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
- 2. ALTERNATE OFFERS** 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. 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.
- 3. EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
- 4. PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
- 5. UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
- 6. 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.
- 7. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- 8. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at



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least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.

- 9. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 10. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 11. SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
- 12. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 13. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (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, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.



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- 14. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 15. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.
- 16. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
- 17. REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 18. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 19. TAX EXEMPTION** The City is exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 20. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 21. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.



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- 22. PRICE ADJUSTMENTS** 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. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. 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.
- 23. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 24. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Materials Management, Internet home page at [https://www.glendaleaz.com/your\\_government/city\\_finances/procurement/procurement\\_policies](https://www.glendaleaz.com/your_government/city_finances/procurement/procurement_policies). Untimely protests will not be considered.
- 25. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 26. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 27. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 28. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 29. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 30. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at [procurement@glendaleaz.com](mailto:procurement@glendaleaz.com) and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.



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**31.LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

**32.OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

**33.PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.


**34.VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City.

**35.PERFORMANCE SURETY REQUIREMENTS** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

**36.FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

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**37. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.

**38. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.

**39. COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State. 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.mesaaz.gov/business/purchasing/save>

**40. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.

**41. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described 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. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself 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. Contractor's warranty and obligations under this Section I 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. 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.

**42. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Materials Management, the city and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:



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- a. Establishing and maintaining records and documentation
- b. Monitoring the contractor's performance
- c. Handling issues and disputes
- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations

**43. FORCE MAJEURE**

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
  - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
  - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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**EXHIBIT 3: Insurance Requirements**

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

**1) INSURANCE REQUIREMENTS.** OFFEROR shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) **Minimum Scope and Limits Of Insurance:** OFFEROR shall provide coverage with limits of liability not less than those stated below.

**i) Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**ii) Business Automobile Liability – (if driving is not a part of the scope of work, excluding driving from the place of business and to the City departments, this coverage can be eliminated.)**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$1,000,000.

(1) The policy shall be endorsed to include the following additional insured language: “The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to



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liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

- (2) Policy shall contain a waiver of subrogation endorsement in favor of the “City of Glendale, and its departments, officers, officials, agents, employees and volunteers” for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

**iii) Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory	
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the “**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**” for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.


**iv) Fidelity Insurance (Crime Bond)**

- (1) The policy shall be issued with minimum limits of \$1,000,000.
- (2) The policy shall include coverage for all directors, officers, agents and employees of the Offeror.
- (3) The policy shall include coverage for third party fidelity.
- (4) The policy shall include coverage for theft.
- (5) The policy shall contain no requirement for arrest and conviction.
- (6) The policy shall cover loss outside the premises of the Named Insured.
- (7) The Department shall be endorsed (Blanket Endorsements are not acceptable) as a Loss Payee as our interest may appear.

**v) Professional Liability (Errors & Omissions)** – no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate. Should include coverage for Plan administration and fiduciary administrative duties. Full description of the E&O Coverage provided.

Errors & Omissions are written as Claims Made Policies. If any of the policies provide coverage on a claims-made basis the following shall apply:

- (1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- (2) Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

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(3) If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of ***five (5)*** years after completion of contract work

**vi) Cyber Liability** – with limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims-made basis a Retroactive Date must be shown as indicated item v) above.

**vii) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:**

- (1)** Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2)** Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3)** If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4)** Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).
- (5)** If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor’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

**EXHIBIT D**  
**Professional Services Agreement**

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is determined based on RFP 21-52 Pricing Sheet.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$765,398.40.

**DETAILED PROJECT COMPENSATION**

See attached Price Sheet.

Labor Category	Billable Labor Rates (\$/Hr)			
	2022	2023	2024	2025
Project Principal	\$ 297.00	\$ 308.88	\$ 321.24	\$ 334.08
Project Manager	\$ 250.00	\$ 260.00	\$ 270.40	\$ 281.22
Principal Consultant II	\$ 225.00	\$ 234.00	\$ 243.36	\$ 253.09
Principal Consultant I	\$ 180.00	\$ 187.20	\$ 194.69	\$ 202.48
Senior Consultant II	\$ 160.00	\$ 166.40	\$ 173.06	\$ 179.98
Senior Consultant I	\$ 140.00	\$ 145.60	\$ 151.42	\$ 157.48
Management Consultant I	\$ 125.00	\$ 130.00	\$ 135.20	\$ 140.61
Management Consultant I	\$ 110.00	\$ 114.40	\$ 118.98	\$ 123.74
Project Assistant II	\$ 142.00	\$ 147.68	\$ 153.59	\$ 159.73
Project Assistant I	\$ 110.00	\$ 114.40	\$ 118.98	\$ 123.74
Technical Consultant	\$ 245.00	\$ 254.80	\$ 264.99	\$ 275.59
Data Quality Control	\$ 207.00	\$ 215.28	\$ 223.89	\$ 232.85
Data Analyst	\$ 235.00	\$ 244.40	\$ 254.18	\$ 264.34