

**AGREEMENT FOR  
BUS STOP SHELTER, INSTALLATION, MAINTENANCE AND REPAIR SERVICES  
City of Glendale Solicitation No. RFP 22-22**

This Agreement for Bus Stop Shelter, Installation, Maintenance and Repair Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Southwest Fabrication, LLC, an Arizona limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2022.

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 22-22 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

**AGREEMENT**

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

**1. Key Personnel; Sub-contractors.**

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

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

**3. Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

- 3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

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

3.4 Work Product.

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

**4. Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$1,000,000 for the entire term of the Agreement, as specifically detailed in **Exhibit B** (the "Compensation").

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

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

**5. Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

**6. Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

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

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

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

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

8. **Insurance.**

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

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

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

8.2 Sub-contractors.

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

8.3 Indemnification.

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

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** 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 Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

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

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

12.2 Representatives.

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

Southwest Fabrication, LLC  
 c/o Kyle J. Presler, Controller  
 22233 N. 23<sup>rd</sup> Avenue  
 Phoenix, AZ 85027  
 Tel: 623-587-4648 x109  
 Email: kyle@sw-fab.com

- 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 Jeff Henry  
Transit Operations Superintendent  
Glendale, Arizona 85301  
623-930-3516

With required copy to:

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

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

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

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

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

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

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

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**15. Term.**

- 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 Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 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      Compensation

The parties enter into this Agreement as of the Effective 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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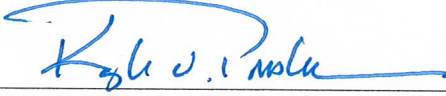
Julie K. Bower  
City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey  
City Attorney

Southwest Fabrication, LLC,  
an Arizona limited liability company



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By: Kyle J. Presler  
Its: Controller

## EXHIBIT A

### BUS STOP SHELTER, INSTALLATION, MAINTENANCE AND REPAIR SERVICES PROJECT

#### 1. SCOPE OF SERVICES

##### 1.1 General Requirements

- A. The City has made a commitment to maintain clean, safe and comfortable bus stops for its transit users. Several of the City's bus stops have shelters, benches and trash receptacles that may have varying needs for repair and maintenance. This agreement is to address bus stop repairs, refurbishment, fabrication, installation and removal of regional and custom shelters, furniture and concrete slabs.
- B. The City agrees to pay for products and materials recommended by the Contractor and pre-approved by the contract administrator that are necessary to maintain satisfactory operation of the bus shelters. Parts and labor required to repair and/or install such furniture shall be paid in accordance with the Additional Pricing Schedule provided, and the costs involved will be itemized on the invoice separately from the labor cost.
- C. Contractor shall perform work activities at times that shall maximize safety and minimize disruption to the community, transit passengers and transit operators. For example, whenever possible, avoid morning rush hour, evening rush hour and excessive noise, and vehicles do not impede passenger boarding areas, etc.
- D. Contractor's vehicles shall not impede normal traffic flow and shall adhere to the City of Phoenix Barricade Manual.
- E. The Contractor shall notify the contract administrator/City's Traffic Engineering Supervisor, 24 hours in advance, if lane closure is required. Upon completion of any installation, repair or refurbishment, the contractor shall clean any soiled spots and remove all excess garbage/debris. All trash, scraps, wrappers, tools, and any other miscellaneous materials introduced to the job site shall be removed by the contractor and, where appropriate, disposed of in a legal and environmentally safe manner.
- F. Contractor shall immediately contact the Contract Administrator of all incidents that may result in a citizen complaint to the City.

##### 1.2 Repairs and Maintenance

- A. Routine repairs may include, but are not limited to:
  - 1. Replacing bus stop logos on shelters
  - 2. Securing loose or damaged perforated panels
  - 3. Securing and tightening bolts on furniture/shelter/trash can
  - 4. Repairing metal mesh on benches, trashcans, or shelters
  - 5. Repairing or replacing parts of the shelter, bench, trashcan or solar
  - 6. Repairing, replacing or pouring new concrete slabs
  - 7. Fabricating partial or new furniture or shelters
  - 8. If a hazard or safety issue exists that cannot be removed or repaired within 2-4 hours. The contractor may need to install a temporary 6' tall security chain link fence to secure the area. Preventing anyone from entering or coming in contact with any type of hazard. Bus stops need to remain safe at all times for all passengers and citizens.
- B. Contractor shall be required to perform various repairs on-site, as assigned by the Contract Administrator. Minor repairs shall be completed within three (3) days of assignment. Complex repairs shall be completed with seven (7) days.

C. Replacement materials shall be of equal or greater quality than existing materials.

### 1.3 Refurbishment

- A. The City's goal is to refurbish a portion of the shelter and transit furniture sites annually. All regional-style shelters and furniture are required to be painted in a powder-coated finish. Contractor shall be responsible for: all painting whether powder-coated or standard type paint is required by the contract administrator, removal, transport and retrieval of the painted shelter or furniture from the painter's shop. Contractor may be required to install replacement furniture immediately upon removal of units designated for powder coat painting. The City will supply replacement furniture. Custom-style furniture shall be refurbished on-site.
- B. All regional shelters and furniture are to be refurbished off-site; refurbishment is to reflect the appearance of being new. All regional- style shelters and furniture (except the copper roofs) shall be powder- coat (or equivalent) painted with the City of Glendale's custom colors: Gray, Orange/red and yellow. Colors must match current colors and be approved by the contract administrator. Work may include metalwork, welding, cutting, grinding, and replacing pieces and parts to make the product to look as though it is new. The roof shall either be copper- coated or if fiberglass will be painted per sections 4.8, 4.9 and 4.10 to match the powder-coat finish.
- C. All custom-style shelters and furniture are to be refurbished to reflect the appearance of being new. Custom shelter shall be required to be refurbished on-site. This may include metalwork, welding, cutting, grinding, and replacing pieces and parts, brickwork, woodwork, stuccowork and painting to make the shelter to look as though it is new. Refurbishing and repairing shall be made per sections 4.8, 4.9, 4.10 and 4.11.
- D. The City shall provide a list of shelters to be refurbished. The contractor shall prepare a work schedule within 14 days of receipt of the list for contract administrator approval.
- E. As shelters are being refurbished, the contractor shall prepare a report to email to the contract administrator defining the work performed. The report shall be received on a weekly basis by 4:00 p.m. each Monday, and clearly indicate work completed the previous week as compared to the schedule.

### 1.4 Furniture Installation

- A. Contractor shall install, remove and/or relocate transit furniture at locations to be determined by the Contract Administrator. Regional-style shelters require a crane truck for removal and installation.
- B. Tasks may include, but not limited to:
1. Furniture installation and securement to concrete slab
  2. Transportation of transit furniture to a designated bus stop site
  3. Preparation of transit pad (i.e. countersink bolts, furniture leveling, etc.)
  4. Removal of existing furniture to restore transit pad to safe condition (i.e. secure the site-no hazards such as bolts sticking up, broken concrete, etc.)
  5. Transport furniture to other locations
  6. Furniture relocation and re-installation
  7. Building new shelters or furniture
  8. Pouring new concrete slabs

## 1.5 Solar Lighting Installation

- A. Contractor shall install solar power lighting units on City-owned transit shelters as directed by the Contract Administrator.
- B. Tasks may include, but not be limited to:
  - 1. Cutting hole in roof for light fixture and drilling mounting holes for fixture and solar panel
  - 2. Mounting solar unit box and components with tamper proof bolts and fastening solar panels
  - 3. Wiring solar unit and caulk entire fixture
  - 4. Making sure system works properly
  - 5. Refinishing roof area as needed
  - 6. Clean and Secure sight - no hazards/sharp objects, no debris
  - 7. All Solar components (wires, panels, batteries, lights) must have some type of vandal proofing so that they are not easily stolen or vandalized.

## 1.6 Inventory

- A. On occasion, the contractor may need to store City-owned furniture for a short period of time, such as, but not limited to, in-between installations or refurbishments. Contractor may be required to submit a monthly inventory report showing City inventory on-hand and what items have been moved each month. No inventory is to be used without written approval from the contract administrator. Storage costs, if applicable, are priced separately in the Price Workbook.

## 1.7 Painting

- A. Custom-style shelters are painted on-site. For these shelters, the following guidelines shall be used:
  - 1. Use industrial maintenance enamel-gloss finish in the highest/best grade/premium paint product available. Paint in strict accordance with the manufacturer's recommendation. The following paint manufacturers have been approved for use: Frazee Deer-O Paints, Sherwin Williams, Dunn Edwards, The Valspar Corporation, and Home Depot.
  - 2. Provide the best quality grade of the various types of coatings as regularly manufactured by one of the approved paint manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be accepted. Materials provided by the Contractor shall CONTAIN NO LEAD or lead products as required under applicable Federal laws and regulations.
  - 3. Provide undercoat paint and thinners produced by the same manufacturer as the finish coat as part of a unified system of paint finish.
  - 4. Color selection, must be specified by the contract administrator.
- B. If required, the contractor shall prepare panels for finish and color in advance, with the materials specified.

## 1.8 Surface Preparation

- A. General
  - 1. Examine surfaces to determine and locate conditions that will adversely affect the permanence and quality of the completed work. Repair as needed to provide a smooth surface for application of the paint coating.

2. Clean all surfaces scheduled to receive new paint coatings from all dirt, dust, oxidized paint film, loose and unsound paint coatings, and other foreign matter.
3. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall onto wet, newly painted surfaces.

B. Metal Surfaces

1. Thoroughly clean surfaces to be free from dirt, oil and grease, loose and unsound paint coatings and other surface contaminants, which may impair the adhesion of the new paint coating.
2. Allow furniture to dry thoroughly before application of paint.

1.9 Application

- A. Use equipment and materials as is recommended for application by the product manufacturer and ensure that integrity of the finish will not be jeopardized by use of the proposed equipment.
- B. Provide finish coats that are compatible with prime paints used. Provide barrier coats over incompatible primers, or remove the primer and reapply as required.
- C. Upon request, furnish information on the characteristics of the specific finish materials to ensure that compatible prime coats are used.
- D. Provide paint finishes of even, uniform color, free from cloudy or mottled appearance. Promptly correct all non-complying work.
- E. Touch up prime coats that have been damaged and touch up bare areas prior to start of finish coats application.
- F. Allow sufficient drying time between coats, modifying periods as recommended by the material manufacturer to suit adverse weather conditions.

1.10 Technical Specifications

- A. The following methods and procedures shall be used to refurbish shelters.
- B. Stucco
  1. Examine and locate all areas requiring stucco repair.
  2. Repair stucco per City of Glendale Standard Details G-408 Design Guidelines to match existing stucco, prior to painting.

Portland Cement:	ASTM C150-86, Type I
Hydrated Lime:	ASTM C206-84, (1988) Type S
Aggregate:	ASTM C897-88, clean, natural
Finish Coat Aggregate:	Fine silica sand

Reinforcement:	Provide ½” long Owens-Corning fiberglass strands, alkali resistant.
Finish Coat:	Portland Cement by Western Stucco as accepted by the City of Glendale.
Portland Cement Plaster: (each coat)	One part cement to three parts sand. Hydrated lime may be added for plasticity in amount of 10% by weight or 25% volume.
First two (2) coats:	Include 1-½ pounds of fiberglass reinforcement per sack of cement.
Finish coat:	Use fine, screened sand as aggregate.
Color and Finish:	As approved by the City.
Application:	Apply in three coats to total thickness of 1”, comply with ASTM C926.

#### C. Wood Surfaces

1. Shelters that are to be painted on-site shall be painted in accordance with the following guidelines. The contractor shall:
2. Clean wood surfaces until free from dirt, oil, unsound paint coatings, and other surface contaminants that may impair the adhesion of new paint coatings.
3. Use proper sandpaper to achieve a smooth finished wood surfaces. Sand sharp edges of paint film to a smooth feathered edge.
4. Fill, sand, and otherwise repair as needed, to provide a smooth surface for application of the new coating.

#### 1.11 Bus Stop Slab Specifications

- A. New concrete slabs, replacements and repairs must comply with ADA standards per the ADA handbook section 5.4.1. The slope perpendicular to the roadway may be a maximum of 1:50 (2%), for the purpose of water drainage. Slope and elevation of the new slab shall match the slope and elevation of the existing sidewalk and shall have efficient drainage towards the streets. The slab shall be constructed in a way so that it does not allow the landscaping to drain on to the slab.
- B. Slabs shall be class “A” per section 725 of the MAG Standards Specifications with a four (4”) inch minimum depth. Expansion joints shall be located between the existing sidewalk and new slab. Expansion joint shall be a half inch (½”) ASTM D-1751, per MAG section 729. Tooled control joints shall be one-inch (1”) radius. Expansion joints and control joints shall match joint locations in the existing sidewalk adjacent to the bus shelter slab.
- C. From time to time the contractor may need to pour temporary asphalt slabs. These slabs must also comply to the ADA standards.

## 1.12 Response Times

- A. Regular Response. Contractor shall respond to all calls for service in accordance with the established schedule negotiated between the contractor and the Contract Administrator.
- B. Emergency Response.
  - 1. On rare occasions when in an emergency situation that presents a danger to transit passengers, pedestrians or traffic flow, the contractor shall respond to the location within one (1) hour. The contractor must secure the area, make the area safe, make the area free of all hazards, clean up all debris and evaluate what repairs are necessary. The contractor may also need to secure the area using 6' tall security chain link fencing with "No Trespassing" signs to secure area so that no one is able to come near or enter a bus stop or work zone. The contractor shall have 24 to 48 hours (depending on the situation as defined by the City contract administrator) to make the necessary repairs. In addition to Transit Management, police or fire staff may call in an emergency situation.
  - 2. The one-hour period begins when the phone call is placed. The contractor shall be responsible to respond within the correct time even in the event that an answering service or answering machine receives the call. If the contractor does not respond in the time allocated, the City shall have the right to call another service vendor and the cost shall be passed along to the contractor for payment. All invoices received from the contractor may be held until the service vendor has been paid.
  - 3. Pricing for emergency callouts shall be paid in accordance with the Additional Pricing Schedule provided, and the costs involved will be itemized on the invoice separately from any regular labor repairs. The 24 to 48 hour repairs shall be priced within the Regular Response rates.
- C. Unusual Response. On even more rare occasions, a situation may occur where the job site may require unusual means and/or equipment as specified by the contract administrator. When these occasions occur, the contract administrator shall contact the contractor. The contractor shall visit the site and determine what action and/or special equipment may be necessary. The contractor shall email a quotation to the contract administrator with any unusual equipment required to complete the job. The contractor may proceed only after approval from the contract administrator.

## 1.13 Personnel Requirements

- A. Contractor shall furnish all necessary trained personnel, supervision, scheduling, equipment, tools, maintenance, cleaning supplies, paint and other consumables and accessories required to perform the services designated in this RFP. All work shall be performed in strict accordance with the conditions, provisions, standards and specifications described herein.
- B. Contractor shall provide an employee uniform, shirt or vest bearing the contractor's name and/or logo. This attire must include fluorescent yellow or red with reflective stripes for visibility to traffic and for personnel safety.
- C. Contractor shall not employ staff that does not have legal status to work in the United States to perform services under this contract.
- D. The contractor shall provide a 24-hour phone number to fulfill the requirements stipulated in Section 4.12, Emergency Response.

- 1.14 Additional Services
- A. Additional tasks and services may be required for events and situations associated with providing comprehensive bus stop and passenger facilities maintenance. Additional services may include; temporary placement of transit furniture and slabs poured at other locations.
- 1.15 Inspections
- A. Contract administrator and contractor shall conduct joint inspections of areas after the repair. The City shall decide all questions that may arise as to the quality and acceptability of any work performed under the resultant contract.
- 1.16 Property Damage
- A. Contractor shall be responsible for repair of any damage to City property and restoration of any facility damage, beyond normal wear and tear, caused by contractor's activities. Repair and restoration shall be to the satisfaction of the Transit Management and or City officials. Any repair/restoration of these damages shall be performed at no cost to the City.
- 1.17 Samples / Demonstrations
- A. Contractor may be required to furnish a sample of the goods and/or demonstration of the services provided. Any sample submitted and/or demonstration performed shall create an express warranty that the whole of the goods and/or services shall conform to the sample demonstration. All samples become the property of the City unless designated otherwise by the contractor.
- 1.18 Security
- A. The contractor shall provide adequate facilities to conduct business and storage of furniture, inventory and supplies, as well as space for repair work. Such facilities shall be adequate in size and shall be sure to protect furniture and inventory items. The contractor shall be responsible for City property, supplies, tools, shelters, furniture, etc. when the property is in the contractor's possession whether in storage or being transported.
- B. The City does not assume any responsibility, at any time, for the protection of or loss of contractor's materials, from the time the contract commences until the end of the contract.
- 1.19 Storm Water Requirements
- A. The contractor shall comply with all Federal, state and local environmental requirements. The contractor must adhere to the City of Glendale's Storm Water Best Management Practices for painting, etc. If the contractor has questions or concerns regarding the city's Storm Water Best Management Practices, or to obtain a copy of the practices, call the Office of Environmental Resources at (623) 930-2580.
- 1.20 Subcontractors and Suppliers
- A. Contractor shall identify and provide a list of all subcontractors and suppliers who will perform various specialized tasks, with the proposal.
- 1.21 Billing
- A. The contractor shall submit itemized invoices by project or projects per location.

1.22 Warranty.

- A. The minimum warranty period shall be industry standard. Warranty replacements will be performed at no additional charge to the City. All warranty periods shall begin upon acceptance by the City.

**EXHIBIT B**  
**BUS STOP SHELTER, INSTALLATION, MAINTENANCE AND REPAIR SERVICES**  
**COMPENSATION**

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$1,000,000.

**DETAILED PROJECT COMPENSATION**

See Contractor's response to RFP 22-22 (ATTACHMENT 1).

## ATTACHMENT 1



**SOLICITATION NUMBER:** RFP 22-22 / 42200014

**DESCRIPTION:** Bus Stop Shelter, Installation, Maintenance and Repair Services

### BEST AND FINAL OFFEROR INFORMATION:

<u>Kyle J. Presler</u>	<u>Southwest Fabrication, LLC</u>
Authorized Signature	Company's Legal Name
<u>Kyle J. Presler</u>	<u>22233 N 23<sup>rd</sup> Ave</u>
Printed Name	Address
<u>Controller</u>	<u>Phoenix, AZ 85027</u>
Title	City, State & Zip Code
<u>623-587-4648 x109</u>	<u>623-492-0393</u>
Telephone Number	FAX Number
<u>12/20/2021</u>	<u>kyle@sw-fab.com</u>
Date	E-mail Address



**REVISED PRICING WORKBOOK**

**Bus Stop Shelter, Installation, Maintenance and Repair Services**

Contractor's pricing shall include, but is not limited to, labor, surcharges, employee benefits, vehicles, equipment, tools, materials, supplies, fuel, travel expenses, shipping, licenses, fees, insurance, profit, and any other associated direct or indirect costs (except sales taxes) necessary to provide the requested product and services.

<b>LOT A</b> <b>BUS SHELTERS AND FURNITURE</b> <b>(Prices should reflect Regular Response Times as defined in Scope of Services)</b> <b>Pricing should include CRANE RENTAL in the Unit Price, if applicable</b>					
Item No.	Description	Unit of Measure	Est. Annual Qty (A)	Unit Price (B)	Total Amount (A X B)
1	Refurbishing a Regional-Style Shelter	Each	20	\$4,405/ Each	\$88,100.00
2	Refurbishing a Metal Bench, No Back with Vagrant Bars	Each	20	\$470/ Each	\$9,400.00
3	Refurbishing a Metal Bench with Back, including adding Vagrant Bars	Each	20	\$590/ Each	\$11,800.00

4	Refurbishing a Trash Can with locking lid	Each	20	\$390/ Each	\$7,800.00
5	Refurbishing a Trash Can including adding a locking lid	Each	20	\$970/ Each	\$19,400.00
6	Refurbishing a Bike Rack	Each	5	\$225/ Each	\$1,125.00
7	Installation of a Regional-Style Shelter	Each	20	\$400/ Each	\$8,000.00
8	Installation of a Metal Bench	Each	20	\$100/ Each	\$2,000.00
9	Installation of a Cement Bench	Each	5	\$235/ Each	\$1,175.00
10	Installation of a Trash Can	Each	20	\$90/ Each	\$1,800.00
11	Installation of a Solar Unit	Each	16	\$500/ Each	\$8,000.00
12	Installation of a Wood Bench	Each	5	\$120/ Each	\$600.00
13	Installation of a Bike Rack	Each	5	\$100/ Each	\$500.00
14	Removal of a Regional-Style Shelter	Each	20	\$325/ Each	\$6,500.00
15	Removal of a Metal Bench	Each	20	\$90/ Each	\$1,800.00
16	Removal of a Trash Can	Each	20	\$80/ Each	\$1,600.00
17	Removal of a Cement Bench	Each	5	\$175/ Each	\$875.00

18	Removal of Bike Rack	Each	5	\$85/ Each	\$425.00
19	Relocation of a Regional- Style Shelter	Each	10	\$725/ Each	\$7,250.00
20	Relocation of a Metal Bench	Each	10	\$190/ Each	\$1,900.00
21	Relocation of a Trash Can	Each	10	\$170/ Each	\$1,700.00
22	Relocation of a Cement Bench	Each	5	\$410/ Each	\$2,050.00
23	Relocation of a Bike Rack	Each	5	\$185/ Each	\$925.00

<b>Sub-Total LOT A (Item No. 1 thru 23)</b>					\$184,725.00
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**LOT B**  
**SOLAR, LABOR AND CONCRETE**  
**(Prices should reflect Regular Response Times as defined in Scope of Services)**  
**Pricing should include CRANE RENTAL in the Unit Price, if applicable**

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Est. Annual Qty (A)</b>	<b>Unit Price (B)</b>	<b>Total Amount (A X B)</b>
24	New Primavera Shelter or approved equivalent, 12' with back screen, side screen with curved roof	Each	5	\$12,175/ Each	\$60,875.00
25	New Primavera Shelter or approved equivalent, 12' with mid screen, side screen with curved roof	Each	5	\$13,250/ Each	\$66,250.00
26	New Primavera Shelter or approved equivalent, 13' with back screen, side screen with curved roof	Each	5	\$12,775/ Each	\$63,875.00
27	New Primavera Shelter or approved equivalent, 13' with mid screen, side screen with curved roof	Each	5	\$14,350/ Each	\$71,750.00
28	New Oasis Bench or approved equivalent, with vagrant bars, no back	Each	10	\$950/ Each	\$9,500.00
29	New Oasis Bench or approved equivalent with vagrant bars and back	Each	10	\$1,270/ Each	\$12,700.00
30	New Oasis Trash Can or approved equivalent with locking lid	Each	10	\$1,070/ Each	\$10,700.00

<b>Sub-Total LOT B (Item No. 24 thru 30)</b>	<b>\$295,650.00</b>
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<b>GRAND TOTAL (LOT A AND B)</b>	<b>\$480,375.00</b>
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**ADDITIONAL ITEMS**

The Contractor shall also provide pricing for the following items. The City may use these items on an "as needed" basis.

<b>Item No.</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Estimated Annual Quantity</b>	<b>Unit Price</b>
31	Purchase and installation of a new Solar Unit (see Scope of Services 4.5)	Each	1	\$1,950./Each
32	Labor rate for Emergency Callout (see Scope of Services 4.12)	Hour	1	\$90/Hour
33	Labor rate for additional services (see Scope of Services 4.14)	Hour	1	\$65/Hour
34	Labor rate for Concrete work based on a slab 4'' thick, 25' X 6' using requirements of Scope of Services 4.11	Hour	1	\$75/Hour
35	Labor rate for additional metal fabrication or welding services (for trash can locking lids (see diagram of Sample Trash Can with locking lid, etc.)	Hour	1	\$70/Hour
36	Mark up on concrete (if any)	Each		10%
37	Storage Cost (see Scope of Services 4.6)	Day		\$0

**PROCUREMENT CARD ORDERING CAPABILITY**

Contractor will not accept payment under this contract with the Procurement Card.

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

Contractor does not offer discount on early payment.