

**AGREEMENT FOR
URBAN IRRIGATION SERVICES
City of Glendale Solicitation No. RFP 22-33**

This Agreement for Urban Irrigation Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Premier Irrigation, LLC, a Limited Liability Company, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 22-33 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$1,250,000, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

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

5.2 Payment.

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

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

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

6. **Termination.**

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

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

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

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

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

8. **Insurance.**

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

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

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

8.2 Sub-contractors.

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

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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

10. **No Boycott of Israel.** 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:

Premier Irrigation, LLC
c/o Rachel Eastburn
14211 W. Windrose Dr.
Surprise, AZ 85379

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

City of Glendale
c/o Connie Schneider
5850 W. Glendale Ave #317
Glendale, Arizona 85301
623-930-2868

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

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Premier Irrigation, LLC,
a Limited Liability Company



By: Rachel Eastburn
Its: Member, Office Manager

EXHIBIT A
URBAN IRRIGATION SERVICES
PROJECT

Contractor will perform services for Tasks 1, 2, and 4 as described in RFP 22-33.



City of Glendale
Solicitation Number: RFP 22-33 / 42200030
URBAN IRRIGATION SERVICES

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

1. INTRODUCTION

The City of Glendale (City) is soliciting proposals from qualified individuals (Contractor) for flood irrigation services associated with its urban irrigation system. "Urban irrigation" refers to the direct delivery of non-potable Salt River Project (SRP) irrigation water to sites in urbanized residential areas. These areas are generally bounded by Royal Palm Road on the north, Marlette Avenue on the South, 53rd Avenue on the east, and 65th Avenue on the west. The number of residential sites may extend to 300 during the season.

This solicitation will also include flood irrigation services to seventeen (18) city-owned parks as listed in APPENDIX A.

The irrigation season begins April and may continue into November. Water deliveries to residential customers are once every two weeks, up to a maximum of fifteen (15) deliveries. The number of park water deliveries will vary as listed in APPENDIX A.

2. OBJECTIVES

The City is wanting to partner with a Contractor who can provide one or all of the tasks defined below.

3. SCOPE OF WORK

The services under this solicitation are separated into four (4) tasks. Offerors may prepare a response for Task 1 and 2 only; 3 only; 4 only; or all tasks.

Task 1 - Residential Irrigation Services: Contractor shall provide zanjero irrigation services for the residential portion of the system. Zanjero "ditch tending" responsibilities involve the manipulation of irrigation gates for the orderly delivery of water to fill irrigation requests. Contractor shall provide the following service components at no additional cost or fee other than the charge listed in the Response Workbook Price Sheet:

1. Coordinate with the City program manager and the water provider (Salt River Project) as to time and amount of water to order for each irrigation delivery.
2. Monitor the irrigation system throughout the water delivery to ensure sufficient flow to customers' lots and prevent overflow.
3. In the event of an unscheduled water shut down or unable to deliver water to the customer's lot, the contractor shall give notification to customers via door hangers provided by the City to the affected customers within forty-eight (48) hours of notification from SRP.
4. Forward to the City program manager all customer communications regarding complaints and changes within twenty-four (24) hours.
5. Maintain a database of active customers and date of water deliveries.
6. Provide a report to the City program manager at the end of each irrigation delivery of all customers receiving water and those who did not.
7. Identify any new deficiencies that may be preventing adequate flow or resulting in water leaving a customer's lot. Use all available resources to correct the problem on site.



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Task 2 - Inspection Services: Contractor shall upon the City program manager's written request, perform inspection services of the system to determine the flow efficiency and leakage within the underground infrastructure, and viability of an irrigation lot to receive and hold irrigation water. Contractor shall provide the following service components at no additional cost or fee other than the charge listed in the Response Workbook Price Sheet:

1. Conduct inspection of each lot and park delivery valves, determine the condition of the berms, identify any potential flooding hazards, and inform the City (either Water Services and Parks) program manager of any needed corrective action;
2. Complete the City's inspection check list form and submit to the City program manager.

Task 3 - Repair Services: Contractor shall provide repair services to the underground pipe and gate distribution system. Contractor shall provide the following service components at no additional cost or fee other than the charge listed in the Response Workbook Price Sheet:

1. Prepare a written cost quote with a description of repair. The quote will include the total cost with the detail of the number of man-hours for labor, parts, supply material, and any heavy equipment by the hour needed to make the repair. Submit the written quote and pictures in paper form or flash drive of the repair area to either the City Water Services or Parks program manager for review and approval to proceed.
2. Coordinate repair to minimize disruption to irrigation with City program manager.
3. Complete repair within five (5) business days after the notice to proceed is issued. All repairs that will take longer than 5 business days shall be authorized by the City program manager in writing.
4. Provide all equipment necessary to complete the repair except for equipment listed in the Response Workbook Price Sheet. All other equipment must be approved by the City program manager via written quote.
5. Irrigation part components such as: gate, valve, pipe, other supply materials will be billed per the quote and markup.
6. Provide site cleanup and disposal of material remnants.
7. All emergency repairs must be reported immediately and approved by the City program manager for corrective action.
8. Provide pictures in paper form or flash drive of work performed with repair invoice.

Task 4 - Parks Irrigation Services: Contractor shall provide zanjero irrigation services to city owned parks as listed in APPENDIX A: Park Sites Listing. The City shall provide Contractor with map and geographical data for irrigation system connection to parks. Contractor shall provide the following service components at no additional cost or fee other than the charge listed in the Response Workbook Price Sheet:

1. Coordinate with the City and the water provider SRP (Salt River Project) as to time and amount of water to order for each irrigation delivery.
2. For each water delivery, open site gates and valves to start the flow, monitor the flow through the delivery to ensure at least three inches of water-coverage has occurred in the park area, and close all gates and valve at end of delivery.



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3. Identify any new deficiencies that may be preventing adequate flow, coverage, or resulting in water leaving the park. Notify the City program manager in writing within 24 hours.

Contractor Responsibilities: Contractor shall provide and/or perform the following at no additional cost or fee:

1. Provide all tools and vehicles necessary to operate and make repairs to the flood irrigation system.
2. Locate all irrigation diversion valves and connection sites layout of the system to become familiar with the irrigation distribution system prior to start of each irrigation season.
3. Provide qualified supervision of each crew at all times.
4. Employ only skilled work crews. Each crew member shall be authorized by Contractor to accept and act upon all directives issued by City.
5. Provide identification of its employees by uniform or name badge representing Contractors' company. All vehicles used for providing services shall have a visible company logo, a light bar, and hazard lights.
6. Ensure each employee wears protective footwear, hard hat, and reflective vest and hard hat is worn for all repairs while performing any services for the City. For Zanjero irrigation services, Contractor may wear Personal Protective Equipment of their choice in place of hard hat while performing any services for the City.
7. Provide a list of names and cell phone numbers of workers assigned to the City and keep the City's program manager apprised of any changes to same.
8. Be responsible for any property damage to public or private property that is determined by the City to be the fault of the Contractor due to neglect and/or careless operations of flood water. This includes, but shall not be limited to facilities, equipment, and structures.
9. Additional work or services outside the specifications of the Agreement shall not be performed without prior written approval from the City program manager unless a condition exists where there is a danger of injury to persons or damage to property.
10. The City may eliminate park flood irrigation services to some portions or all of a site as needed; therefore, the City reserves the right to amend the scope by either the adding or the removing of sites, as applicable.
11. All conflicts or disputes with residents, businesses, and agencies shall be reported immediately to the City program manager for resolution.

Expected Services Levels

1. City will perform routine evaluation of Contractor's performance. If City is not satisfied with Contractor's performance, City will issue a written notice setting forth the deficiencies, and a date by which the deficiencies shall be corrected to City's satisfaction.
2. If Contractor does not correct deficiencies to City's satisfaction, City may, at the sole expense of the contractor, correct the deficiencies by using City personnel or another contractor. The cost for services performed by City personnel or another contractor to correct deficiencies will be deducted from Contractor's monthly service payment.



City of Glendale
Solicitation Number: RFP 22-33 / 42200030
URBAN IRRIGATION SERVICES

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

3. Contractor shall take all necessary steps to prevent the waste of water from sites, valves, irrigation boxes, standpipes, pipes and other infrastructure during ordinary operation of the system. Water in the streets or alleys that extends more than 250 feet from the point of origin will be considered "waste";
4. All irrigation structure gates, and water valves shall be secured during irrigation and closed immediately upon conclusion of water delivery. Contractor will be charged for missing valve that is not replaced within 24 hours of notification by the City.

Invoice and Documentation to Receive Payment

Contractor will prepare and submit a written invoice and documentation of the charges for services by task to the appropriate City program manager for payment in the following format:


Task 1: Urban Irrigation Services: Submit separate invoice after each water delivery of the number of customers receiving water at the rate per customer per delivery as listed in Response Workbook Price Sheet and total amount due. Include customer listing with date of water delivery.

Task 2: Inspection Services: Submit separate monthly invoice for inspection services to either the Water Services or Parks program manager. Invoice to include lot, city park, or infrastructure location, price as listed in Response Workbook Price Sheet and total due. Attached city inspection request and inspection report.

Task 3: Repair Services: Submit separate invoice after each repair to either the Water Services or Parks program manager. Invoice to include location and description of repair, the number of man-hours, rate per man-hour, percentage off MSRP for part price, equipment, rental hours, rate, total applicable sales tax, and total amount due.

Attached city-approved-quote and notice to proceed, and before and after repair pictures.

Task 4: Parks Irrigation Services: Submit separate monthly invoice after water delivery of parks at the rate per park per delivery as listed in the Price Sheet. The invoice must reflect the park serviced, water date, and amount. Invoice will be compared to SRP water statements for the delivery of water date and location.


 <p>Glendale ARIZONA</p>	<p>City of Glendale Solicitation Number: RFP 22-33 / 42200033 URBAN IRRIGATION SERVICES RESPONSE WORKBOOK</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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Offerors to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME: Premier Irrigation

OFFEROR ADDRESS: 14211 W. Windrose Drive, Surprise AZ 85379

	City of Glendale Solicitation Number: RFP 22-33 / 42200033 URBAN IRRIGATION SERVICES RESPONSE WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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OFFER SHEET (Must be printed, signed and returned upon completion)

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

Premier Irrigation LLC
2-15-22

Date _____ Legal Company Name _____

Rachel Eastburn
Member

Printed Name (Authorized Signatory) _____ Job Title _____

Offeror Certifies it is a (check only one): Proprietorship Partnership Corporation

14211 W. Windrose Dr
Surprise, AZ 85379

Email Address _____ Mailing Street Address _____

623-337-5294
office@premierirrigationaz.com

Phone Number _____ City, State & Zip Code _____

Questions regarding this offer should be directed to (if different from above):

 Contact Name _____ Phone Number _____ Email Address _____

FEDERAL TAXPAYER ID NUMBER (Required): 65-1254337

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number 20086494 Tax Rate: _____ OR No, not required to have an Arizona TPT License


CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS: By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

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

R Eastburn
 Authorized Signature

	City of Glendale Solicitation Number: RFP 22-33 / 42200033 URBAN IRRIGATION SERVICES RESPONSE WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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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).

1. EXECUTIVE SUMMARY

- 1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified. Summary should include the size of the company, office locations, financial stability, and number of years in business.

Premier Irrigation is a licensed, bonded, and insured company with the ability and experience to perform the work described in this RFP. We have the equipment and work force needed for the complete the Scope of Services described. Our fully-marked vehicle fleet includes vehicles equipped to handle water delivery and system repairs. We have two Members that are involved in the long-term aspects and daily operations of the company. We have five employees with experience in all aspects of flood irrigation, from repairs and installations to zanjero services. We run all matters of our business out of one office location, which is in Surprise. Our company has remained financially stable throughout our entire 16-year history in business. We are members of Arizona Landscape Contractors Association and have been an Accredited Business with the Better Business Bureau since 2011, maintaining an A+ rating.

We strive for excellence in everything we do. We take pride in our reputation and appearance as demonstrated by our well-maintained vehicles, uniformed employees, use of personal protective equipment, and exceptional customer service. We would be very proud to work with the City of Glendale and build a long-lasting working relationship.

- 1.2. Offeror shall provide names and years of experience of key personnel, names of any subcontractors used and years of experience.


Chris Eastburn - 26 years of experience in flood irrigation

Josh Owens - over 19 years of experience in construction, 8 years of experience in flood irrigation

Daniel Chavez - 10 years of experience in construction, 4 years of experience in flood irrigation

Jesus Rodriguez - 5 years of experience in construction

Brad Timmons - 5 years of experience in flood irrigation

	City of Glendale Solicitation Number: RFP 22-33 / 42200033 URBAN IRRIGATION SERVICES RESPONSE WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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Cory Hare - 2 years of experience in flood irrigation

- 1.3. Offerors should provide details of projects undertaken that are of similar nature and size based on the City's Specifications.

In our 16-year history we have completed jobs for a wide variety of customers. We have completed projects for several large school districts including Glendale Elementary, Peoria Unified, Scottsdale Unified, Mesa Unified, Cartwright Elementary, and Phoenix Elementary. Additionally, we have done work for multiple neighborhoods and irrigation districts throughout the Valley, assisting several in forming a recognized water delivery district. We have also done work for a number of Arizona municipalities including City of Glendale, City of Phoenix, City of Peoria, City of Mesa, City of Surprise, and Maricopa County. We have been called to several emergency jobs for the City of Phoenix and the City of Surprise, and have been able to respond and complete the jobs quickly. Other customers that we have completed projects of similar scope and size include SRP, Sunburst Farms Water Districts, and Arcadia Water District. Currently we provide irrigation water delivery services for the following Elementary School Districts: Glendale, Creighton, Fowler, and Balsz.

2. EXPERIENCE, PROVEN PERFORMANCE, & QUALIFICATIONS

- 2.1. Please select the services that you are responding to:

Task 1 and 2 – Residential Irrigation Services and Inspections


Task 3 – Repair Services

Task 4 – Parks Irrigation Services

Task 1 through 4 – All Services

- 2.2. **Company Background:** Include a brief history of your organization including the past performance on project of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.

Premier Irrigation was started in June of 2005, and quickly began to grow. In our 16-year history we have completed jobs for a wide variety of customers. We have completed projects for several large school districts including Glendale Elementary, Peoria Unified, Scottsdale Unified, Mesa Unified, Cartwright Elementary, and Phoenix Elementary. Additionally, we have done work for multiple neighborhoods and irrigation districts throughout the Valley, assisting several in forming a recognized water delivery district. We have also done work for a number of Arizona municipalities including City of Glendale, City of Phoenix, City of Peoria, City of Mesa, City of Surprise, and Maricopa County. We have been called to several emergency jobs for the City of Phoenix and the City of Surprise, and have been able to respond and complete the jobs quickly. Other customers that we have completed projects of similar scope and size include SRP,

	City of Glendale Solicitation Number: RFP 22-33 / 42200033 URBAN IRRIGATION SERVICES RESPONSE WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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Sunburst Farms Water Districts, and Arcadia Water District. Currently we provide irrigation water delivery services for the following Elementary School Districts: Glendale, Creighton, Fowler, and Balsz.

We have a high level of knowledge regarding flood irrigation systems and have demonstrated our willingness to take on challenges. We have a strong history of being reliable and flexible when working with our customers.

- 2.3. **Staffing:** Describe your firm’s approach to staffing that demonstrates to the City your firm has the capacity to perform the services stated in this solicitation. For each staff member, include name, job description, experience and training that qualifies them to provide the required services.

We search for employees who have a desire to learn and are dependable, hard-working and flexible. Employees are trained in their specific job tasks and become experts in what they do.

Chris Eastburn, Member - 26 years of experience in flood irrigation, 16 years as owner and operator of Premier Irrigation; worked as consultant for ADOT, engineering firms, and attorneys; vast knowledge in flood irrigation systems with numerous connections in the industry; CPR and First Aid certification, Excavation Safety-Competent Person certification

Rachel Eastburn, Member - 16 years as Office Manager for Premier Irrigation

Josh Owens, Foreman - over 19 years of experience in construction, 8 years of experience in flood irrigation; CPR and First Aid certification, Excavation Safety-Competent Person certification

Daniel Chavez, Technician - 10 years of experience in construction, 4 years of experience in flood irrigation; Excavation Safety-Competent Person certification


Jesus Rodriguez, Technician - 5 years of experience in construction, new hire with Premier Irrigation

Brad Timmons, Irrigator - 5 years of experience in flood irrigation

Cory Hare, Irrigator - 2 years of experience in flood irrigation

- 2.4. **References:** Provide 3 valid references from those who can confirm your experience in providing the services stated within this RFP (outside the City of Glendale). The reference may be from governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.

Reference 1:

	City of Glendale Solicitation Number: RFP 22-33 / 42200033 URBAN IRRIGATION SERVICES RESPONSE WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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City of Phoenix	1802 W. Encanto Blvd Phoenix, AZ 85007
Matthew Johnson	480-200-3156
matthew.johnson@phoenix.gov	October 2005 - Present
Provide a brief summary of Services provided: Repair and installation of flood irrigation system	

Reference 2:

Glendale Elementary School District	7301 N. 58 th Avenue Glendale, AZ 85301
Dean Wallace	623-237-6206
dwallace@gesd40.org	April 2006 - Present
Provide a brief summary of Services provided: Repair and installation of flood irrigation system; Irrigation water delivery services	

Reference 3:

Balsz School District	4825 E. Roosevelt Street Phoenix, AZ 85008
Jason Shepherd	480-282-2227
jshepherd@balsz.org	May 2016 - Present
Provide a brief summary of Services provided: Repair and installation of flood irrigation system; Irrigation water delivery services	

2.5. Communication Plan: Offeror shall provide a communication plan between key personnel and the City. Include how customer communications will be documented and provided to the City program manager in a timely fashion (24 hours).


We will document customer communications and provide them to the City program manager electronically. We will work with the City program manager to make adjustments to communication procedures as needed.

2.6. Monitoring: Describe your process of monitoring the irrigation system throughout the water delivery to ensure sufficient flow to customer lots and prevent overflow will be managed.

We will have an employee on shift for the duration of the water delivery to ensure there is sufficient flow and to prevent overflow.

2.7. Repairs: Describe how you will coordinate with City program manager. repairs and available equipment as defined in the Price Sheet to minimize disruption to irrigation.

We will schedule repairs through the City program manager and work to minimize disruption to the irrigation.

	City of Glendale Solicitation Number: RFP 22-33 / 42200033 URBAN IRRIGATION SERVICES RESPONSE WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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3. TRANSITION PLAN (Current provider does not need to respond to this Section)

- 3.1. Describe how your firm will become familiar with or make improvements and add efficiencies to the current process if awarded the business to the City's irrigation properties and distribution systems.

If awarded the business, we would work in conjunction with SRP and City of Glendale representatives to make ourselves familiar with the City's irrigation properties and distribution system. In order to make improvements to the current process we would seek to understand the City's goals and work together to make beneficial changes.

- 3.2. Please describe in detail how you would propose to work with incumbent operator/s to ensure a seamless transition for program participants and operational transfer if your organization is selected as a new provider.

If our organization is selected as a new provider, we would work with the City of Glendale and the current provider to ensure a seamless transition in providing services. Immediately after being awarded the bid we would communicate with the current provider and attempt to work in coordination with them in the transfer of services, as well as learn about the history and current status of the system. We would invite them to share as much information as possible to help ensure a seamless transition and be flexible with our availability. If possible, we would like to meet together with the current provider and the City of Glendale to promote trust and open communication. We would also dedicate extra time and employees during the beginning of our contract to help with a smooth transition.

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

Exhibit 3 - Insurance Requirements
1.a.vi Cyber Liability
Vendor has \$50,000 of coverage

Exhibit 3 - Insurance Requirements
1.a.iv Fidelity Insurance
Vendor does not have this coverage

Exhibit 3 - Insurance Requirements
1.a.v Professional Liability
Vendor does not have this coverage

	City of Glendale Solicitation Number: RFP 22-33 / 42200033 URBAN IRRIGATION SERVICES RESPONSE WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

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

(Offeror to include response here)

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.

(Offeror to include response here)

EXHIBIT B
URBAN IRRIGATION SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Task 1 - Residential Irrigation Services shall be a rate per customer per water delivery

Task 2 - Inspection Services shall be a rate per man-hour for infrastructure and Parks

Task 4 - Parks irrigation services shall be at a rate for each watering.

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 \$1,250,000.

DETAILED PROJECT COMPENSATION

Task 1: Residential Irrigation Services Rate per customer per water delivery \$21.00

Task 2: Inspection services Rate per man-hour for infrastructure and Parks \$40.00

Task 4: Parks Irrigation Services

Park/Facility Name	Street Address	Rate per each water delivery
Rose Lane	4917 W Marlette Ave	\$234.00
O'Neil	6448 W Missouri Ave	\$156.00
Sunnyside	11408 N 62nd Ave	\$234.00
Desert Valley	12901N 63rd Ave	\$104.00
Sands	5430 W Orangewood Ave	\$78.00
Manistee	5127 W Northern Ave	\$130.00
Mondo	5704 W Hatcher Rd	\$117.00
Montara	10614 N 64th Lane	\$234.00
Bicentennial	5233 N 71st Ave	\$104.00
Horizon	8600 N 47th Ave	\$104.00
Lions	7217 N 63rd Ave	\$52.00
Butler	8685 N 57th Ave	\$78.00
Delicias	7302 N 48th Dr	\$78.00
Cholla	5306 W Cholla Ave	\$78.00
Sunset	4626 W Mountain View Rd	\$78.00
Heritage	5320 W Mountain View	\$104.00
Myrtle	7250 N 55th Ave	\$78.00
Saguaro Ranch Park	9802 N. 59th Ave	\$234.00

Contractor shall provide the City a 10% discount on Irrigation Parts, Supply Material, and Equipment Rental/Parts off MSRP.