

## AGREEMENT FOR

### Barricades

#### City of Glendale Solicitation No. IFB 23-44

This Agreement for Barricades ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Southwest Barricades, L.L.C, an Arizona Limited Liability Company, authorized to do business in the State of Arizona, ("Contractor"), as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

### 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. IFB 23-44 (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; and
- 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 \$1,800,000, 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 warrants 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
  - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **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.
13. **Notices.**
  - 13.1 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.
  - 13.2 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 Barricades, L.L.C  
c/o Kris Smith  
2115 W Melinda Lane  
Phoenix, AZ 85027
    - 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 Shoalynn Gilliland  
5850 W Glendale Ave, Suite 317  
Glendale, Arizona 85301  
(623) 930-2863

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.

**14. 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.

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

15.1 **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.

15.2 **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.

- 15.3 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.
- 15.4 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.
- 15.5 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.
- 15.6 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.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**16. Term.**

- 16.1 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.
- 16.2 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.

**17. 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.

**18. 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>

**19. 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

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,  
an Arizona municipal corporation

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By: Kevin 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 Barricades, L.L.C.,  
an Arizona Limited Liability Company



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By: Kris Smith  
Its: General Manager


**EXHIBIT A**

**Barricades**

**PROJECT**

**(1 page)**

Contractor to provide Barricade Services on an as-needed basis and shall fulfill the Scope of Work per IFB 23-44

	<b>SOLICITATION NUMBER: IFB 23-44/ 42300074</b> <b>Barricade Services</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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**1. INTRODUCTION**


The City of Glendale (City) is soliciting an Invitation to Bid from qualified vendors to establish a term contract for citywide barricade services and other barrier equipment for short-term rental on an “as needed” basis.

**2. OBJECTIVES**

- 2.1 The service shall consist of providing traffic control and barricade services to support routine and emergency repairs as well as planned special events in support of City operations.
- 2.1 The resulting agreement shall provide for the delivery, placement, maintenance, and removal of barricade equipment and supplies as requested by the City using qualified personnel. The Contractor shall provide all items, personnel, materials, equipment, tools, insurance, and permits and fees necessary to provide this service.
- 2.1 The City reserves the right to make multiple awards or to award by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City.

**3. GENERAL SPECIFICATIONS**

- 3.1 The Contractor shall provide all labor, materials, tools, equipment rentals including but not limited to barricades, warning lights, reflective signs, flag-type high level warning devices, pre-warning signs, truck mounted attenuators, variable message boards, traffic cones, arrow panels, fencing, and sandbags. The Contractor will also be required to prepare traffic control plans and attend coordination meetings for special events.
- 3.2 These services shall be provided on an “as-needed” basis, twenty-four (24) hours a day, seven (7) days a week, including holidays.
- 3.3 Multiple City of Glendale departments/divisions will be using this contract, including but not limited to: Transportation, Field Operations, Police, Fire, Engineering, Parks & Recreation, Special Events, etc.
- 3.4 The Contractor shall designate a single company representative as the contact person for all equipment rental requests. The designated representative shall advise the City on equipment availability, confirm each rental, and schedule setup and takedown of all equipment ordered under this contract. If a change in the company representative occurs, the Contractor shall immediately notify the contract administrator.

	<b>SOLICITATION NUMBER: IFB 23-44/ 42300074</b> <b>Barricade Services</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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- 3.5 The Contractor shall obtain a Temporary Traffic Control Devices Installation and Removal Annual Certification issued by the City of Glendale.
- 3.6 Contractor personnel assigned to barricading activities must be certified in the "standards for work zone traffic control" through the American Traffic Safety Services Association (ATSSA). A copy of certification cards may be required to be on file with the contract administrator.
- 3.7 The Contractor shall adhere to all applicable OSHA, industry and local government safety procedures, rules and regulations. The Contractor shall train its personnel in appropriate safety standards relating to the performance of services described in this contract.
- 3.8 Contractor shall keep all traffic control equipment in a clean and fresh appearance. All equipment and placement of equipment shall be in accordance with the latest editions of USDOT and FHWA Manual of Uniform Traffic Control Devices and the City of Phoenix Traffic Barricade Manual.
- 3.9 Existing signs conflicting with temporary signs shall be covered. Two sandbags shall be required in all portable signs and vertical panels. If more are required due to weather conditions, they will be provided at no additional charge to the City.
- 3.10 All delivery and service vehicles shall be equipped with service vehicle flashers and an arrow panel in accordance with the Phoenix Traffic Barricade Manual.
- 3.11 All stolen, damaged while in use or lost units shall be replaced or removed from rental without charge to the City for the cost of the unit itself. The City shall be responsible for only rental payments and will pay rent to the Contractor for units in the possession of and used by the City. Rental charges for a unit shall terminate effective the date the Contractor is notified by the City that a unit has been lost, damaged while in use, or stolen.
- 3.12 The City shall promptly report all lost, non-working, or stolen units to the Contractor. Contractor shall immediately replace lost, non-working, or stolen units. Units reported by the City as lost or stolen and recovered at a later date by the City will be returned to the Contractor. The City shall not reimburse the Contractor for the replacement value of lost or stolen equipment.
- 3.13 The Contractor shall maintain sufficient inventory levels as to provide daily support for the City's requirements. Failure to supply support may result in cancellation of the contract.
- 3.14 The Contractor, at his expense, shall procure all necessary licenses and permits relating to the services described in this solicitation.

	<b>SOLICITATION NUMBER: IFB 23-44/ 42300074</b> <b>Barricade Services</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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- 3.15 The Contractor shall exercise caution to protect pedestrian and vehicular traffic. The Contractor shall further avoid causing damage to public and private property. If in the opinion of the contract administrator the Contractor engages in hazardous practice, the Contractor shall cease such activity immediately after verbal or written notification by the contract administrator. If additional barricades and/or other remedial equipment are deemed necessary by the contract administrator to correct the hazardous practice/setup, the cost of the equipment will be solely the Contractor's responsibility.
- 3.16 When requested, the Contractor shall provide a traffic control plan. The plan shall be in accordance with the Phoenix Barricade Manual. The traffic control plan will be priced as a separate item.
- 3.17 Traffic control plans must be submitted through the Transportation Department's online application process 72 hours prior to the start of the project.
- 3.18 The Contractor will be responsible to set up and remove residential road closures for neighborhood block parties. A typical road closure consists of three Type II barricades and a road close sign for each end of the closed road. The contractor will be given 48-hour notice of a block party and must setup and remove the road closure, typically on the same day/evening.

**4. ROUTINE AND EMERGENCY ACTIVITIES**

- 4.1 The Contractor shall deliver, setup, inspect, repair and pick up equipment and supplies at a designated area after receiving an order from an authorized City employee. The equipment shall also be inspected, serviced and repaired throughout the life of the setup as needed to keep all equipment in good working order. This includes, but is not limited to, sandbags, lighting devices and reflective sheeting. Setup as used in this contract means placing all equipment in the designated traffic control area to delineate hazards, alert and guide motorists, and protect pedestrians and workers.
- 4.2 No late delivery or special setup charges will be made for emergency requests. All equipment shall be quoted at a constant rate regardless of quantities.
- 4.3 The Contractor must be able to provide an attenuator truck and driver at the request of the City for maintenance activities on expressway/freeway facilities owned by the City.
- 4.4 Unless otherwise directed, contractor shall remove the barricades out of the roadway within two hours of the project being complete. Barricades must be picked up from the jobsite within 24 hours of notice that the project is complete if the equipment is removed from the roadway by city staff. Rental charges for a particular project shall terminate at the time the project is complete. The City will not be responsible for barricades that Contractor failed

	<b>SOLICITATION NUMBER: IFB 23-44/ 42300074</b> <b>Barricade Services</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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to pick up. If the equipment is not picked up within the timeframe specified for that project, the City will consider the equipment abandoned and may take necessary action to remove it from the worksite. Failure to comply with this 24-hour pickup window may result in a deduction of payment on the invoice for specified Liquidated Damages. (See Liquidated Damages Table in Section 6.3)

- 4.5 **Dispatch:** The Contractor shall provide and maintain a manned 24-hour dispatch center with an operational radio net and telephone to provide emergency service. The dispatch center must have at its disposal a sufficient number of trucks, men and equipment to respond to requests and initiate mobilization for service within two hours, including nights, weekends and holidays.
- 4.6 **Emergency Response:** Emergency response time shall be a maximum of two hours after the City notifies Contractor an emergency exists. All necessary barricade equipment and personnel shall be at the job site within the two-hour response time after receiving the initial call, including nights, weekends and holidays. The 24-hour emergency phone number provided by the Contractor shall be the same as the phone number used for routine orders. No special setup charges will be made for emergency requests. Failure to comply with this two-hour delivery window may result in a deduction of payment on the invoice as specified in the Liquidated Damages Table. (See Liquidated Damages Table in Section 6.3)
- 4.7 **Inventory Stock:** The City has established a stockyard location with a base quantity of barricades to be available for the Streets Department staff use. Vendors shall make quantities available as the City may require. Locations and quantities may change as required. All stock shall be replaced with new or refurbished devices at the beginning of each contract year. Repairs/replacement throughout the year shall follow requirements listed in Section 3.12.
- 4.8 Field Operations Center, 6322 W Myrtle Ave, Glendale 85301, shall require, at a minimum, 50 Type I or II barricades with "C" warning lights.

**5.0 SPECIAL EVENTS ACTIVITIES**

- 5.1 Special events are defined as activities such as parades, marches, funerals, festivals, races, University of Phoenix Stadium and Gila River Arena events, etc. that the City fully sponsors or co-sponsors. These types of events require close coordination between the Contractor and City personnel with regard to planning and street closure, setup and tear down times, adjustments in the field, etc.
- 5.2 The Contractor may pre-set traffic control equipment prior to a special event. The City shall only be charged the daily rental bid price for equipment on all approved pre-sets. No delivery, labor or stand-by charges will apply to any pre-set work for special events.


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- 5.3 The Contractor shall provide the City's pricing and accept payment from a non-City sponsor for co-sponsored City events. Contractor shall bill the non-City event sponsor directly for these services.
- 5.4 For special events, the setup shall be completed by the requested time. Failure to complete the setup by the specified time may result in a deduction of payment on the invoice specified in the Liquidated Damages table. (See Liquidated Damages Table in Section 6.3)
- 5.5 Delivery charges and delivery labor time shall not be paid for special events. Actual time on the day of the event used to setup and tear down the barricades as well as standby time will be paid at the applicable labor rates.
- 5.6 The Contractor must be certified with the Arizona Department of Transportation (ADOT) to place and removed barricades within ADOT's right-of-way.

**6.0 LIQUIDATED DAMAGES**

- 6.1 Time being of the essence, the parties agree that the amount shown in the table below will be deducted from monies due to or to become due to the Contractor, not as a forfeit or penalty, but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the City and to the public caused by delay in completion will be impractical and extremely difficult to ascertain and determine.
- 6.2 Any amount deducted that is greater than the amount billed on any given invoice shall become a credit to the City, applicable to any other amounts due to the Contractor.
- 6.3 Liquidated Damages Table

SITUATION	AMOUNT TO BE DEDUCTED
A. Failure to respond to <u>emergency</u> call and setup within the specified time limits. (Section 4.6)	\$300 per site/emergency
B. Failure to setup barricades for <u>special events</u> within the specified time limits. (Section 5.0)	\$300 per site
C. Failure to respond to <u>routine</u> call and setup within the specified time limits. (Section 4.0)	\$150 per site/per occurrence
D. Failure to pick up barricades within the specified time limits. (Section 5.4)	\$150 per site/per occurrence

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E. Failure to correct or replace any worksite equipment deemed unacceptable, damaged or missing, within timeframe specified after notification. (Section 3.11)	No charge for each piece of equipment deemed unacceptable, damaged or missing.
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**7.0 FEES/INVOICING**

- 7.1 Unit cost for each item shall include setup, removal and daily field check. Signs shall include sign stand support unless otherwise specified. A firm, fixed trip charge to cover preparation and travel time shall be reflected on the Price Sheet. Both the setup and removal of barricades will be considered as one trip charge on the Price Sheet regardless of the number of trucks used for the job. Only one trip charge will be allowed per setup/take down unless directed by the City to change the setup. The daily field check shall be included in the one trip charge. Special events are billed differently and do not have a trip charge.
- 7.2 No fuel surcharges shall be accepted by the City.
- 7.3 For special events (see Section 5.0) the City shall compensate the Contractor at hourly rental rates for the actual time the barricade truck with driver is used in direct support of the special event. The rates shall include all maintenance, operations, fuel, repair and other related costs associated.
- 7.4 The Contractor will be asked to provide a cost to provide barricades for block parties. The cost includes delivery, setup, and removal. The Contractor will receive 48 hours notice of a block party. The typical setup consists of three (3) Type I barricades and one (1) road close sign for each roadway leg that is closed. Typically, there are two roadway legs that are closed.
- 7.5 Invoices shall be directed to the department who placed the order (see Section 8.0) and shall contain the following information:
  - Invoice number
  - Invoice date
  - Road segment
  - Delivery date
  - Pickup date
  - Name of City staff member placing request
  - Itemized list of items (as listed on Price Page)

Without this information, invoices may be returned to vendor.

- 7.6 Unless otherwise directed, Contractor shall pick up barricades from the jobsite within 24 hours of notice that the project is complete. Rental charges for a particular project shall terminate at the time the project is complete. The City will not be responsible for barricades that Contractor failed to pick up. If the

	<b>SOLICITATION NUMBER: IFB 23-44/ 42300074</b> <b>Barricade Services</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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equipment is not picked up within the timeframe specified for that project, the City will consider the equipment abandoned and may take necessary action to remove it from the worksite. Failure to comply with this 24-hour pickup window may result in a deduction of payment on the invoice for specified Liquidated Damages. (See Liquidated Damages Table in Section 6.3)

**8.0 PRIMARY CONTACTS**

The overall contract administrator shall be Allan Galicia, (623) 930-2761.

The primary departments to use this service are:

- |  |  |
|--|--|
| Water Services Department<br>6210 W Myrtle Ave, Ste 112<br>Contact: Tom Keller     | Public Facilities and Events Department<br>5800 W. Glenn Dr, Ste 140<br>Contact: Heidi Barriga |
| Field Operations Department<br>6210 W Myrtle Ave, Ste 111<br>Contact: Julian Reyes | Transportation Department<br>6210 W. Myrtle Ave, Ste 113<br>Contact: Randy Moreno              |

Other City department contacts may also place orders. Invoices shall be directed to the department name and address listed above for work performed within their department. The invoice shall include the name and department from which the request originated. Failure to include this contact information may hold up payment and the invoice may be returned to the Contractor for correction.

**9.0 GENERAL REQUIREMENTS**

- 9.1 **Quantities:** Quantities listed in the resultant contract are best estimates only and based on the City's projected need. No volume is implied or guaranteed and the City reserves the right to increase or decrease any quantities actually rented. The City is not obligated to order more than the City's actual requirements and availability of appropriated funds.
- 9.2 **Inventory:** The City has an ongoing requirement for the equipment and services indicated in this contract. The Contractor shall maintain a reasonable supply of equipment on hand for delivery to the City.
- 9.3 **Brand Name References:** Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict bidder from offering suitable alternates. However, the City reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials described in the solicitation. The City will be the sole judge on the question of equal quality, and the decision shall be final.

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- 9.4 **Permits and Licenses:** Contractor shall maintain, in current status, Federal, State, and Local licenses and permits required for the operation of the business conducted by the contractor. License and permit fees shall be included in and are part of the total offer cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 9.5 **Changes to Products or Services:** Throughout the term of this contract, the City reserves the right to add, revise or make changes to products and services within the scope of the specifications as may be deemed necessary to best serve the needs of the City.
- 9.6 **Defective Products:** All defective equipment and products shall be replaced and exchanged by the Contractor. The cost of transportation, inspection, reshipping or other like expenses shall be paid by the Contractor. All replacement products shall be delivered to the City within seven (7) days of initial notification.
- 9.7 **Protection of City Grounds and Facilities:** The Contractor shall deliver and provide barricade equipment in a manner that does not result in damage to City facilities, grounds, landscaping, utilities or structures. In the event that damage does occur in the performance of this contract, the Contractor shall repair or replace the damage at no cost to the City. Should the Contractor fail or refuse to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law.
- 9.8 **Safety Standards:** All products supplied under this contract shall comply with applicable state, city and federal safety requirements.
10. **QUANTITIES**  
The quantities referenced in this solicitation are estimates ONLY and are to be used for information purposes only. No commitment of any quantity is made during this contract.
11. **BRAND NAME OR EQUIVALENT**  
There are a number of products that have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Rather, it is to set the standard of quality, design, performance and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as equivalent and the City determines the product to be equivalent to the brand name and specifications

	<b>SOLICITATION NUMBER: IFB 23-44/ 42300074</b> <b>Barricade Services</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 West Glendale Avenue,</b> <b>Suite 317</b> <b>Glendale, Arizona 85301</b>
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**12. DELIVERY**

- Delivery Time
- All deliveries shall be FOB Destination to 6322 W Myrtle Ave, Glendale 85301.

**13. OTHER REQUIREMENTS**

- A. Term. The term of the resultant contract shall be for a one (1) year initial term. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement for an additional four (4) years as defined in 4.B.
- B. Option to Extend. Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional four (4) years renewable on an annual basis. Bidder shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.

**14. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)**

- A. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- B. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**EXHIBIT B**  
**Barricades**  
**COMPENSATION**  
**(1 page)**


**METHOD AND AMOUNT OF 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 \$1,800,000.


**DETAILED PROJECT COMPENSATION**

See attached Pricing Workbook.

 GLENDALE	<b>City of Glendale</b> <b>Solicitation Number: IFB 23-44</b> <b>BARRICADE SERVICES</b> <b>PRICING WORKBOOK</b>	
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<b>MISCELLANEOUS EQUIPMENT</b>					
ITEM NO.	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	DAILY RATE (B)	EXTENDED COST (A X B)
10.	32500	EACH	Traffic Cone, Reflective Collars, 28"	\$0.75	\$24,375.00
11.	12200	EACH	Pedestrian Fencing, 7 Ft.	\$3.00	\$36,600.00
12.	250	EACH	Variable Message Board, Trailer mount, self-contained with generator, fuel and daily maintenance, includes barricades and sandbags	\$100.00	\$25,000.00
13.	60	EACH	Pennant Flagging	\$20.00	\$1,200.00
14.	120	EACH	High Level Flag Tree	\$2.50	\$300.00
15.	60	EACH	Temporary ADA Compliant Ramp	\$30.00	\$1,800.00
16.	200	EACH	Plastic Longitudinal Barricade/Plastic Channelizing ADA Wall (empty). Indicate segment length(s) available:	\$2.50	\$500.00
17.	200	EACH	Water-filled Plastic Traffic Barrier. Indicate segment length(s) available:	\$5.00	\$1,000.00
18.	200	EACH	Water-filled Plastic Traffic Barrier End Treatment Device	\$20.00	\$4,000.00
19.	50	EACH	Empty Plastic Traffic Barrier	\$3.00	\$150.00
20.	70	EACH	Flashing Arrow Panel, Trailer mount, self-contained with generator, fuel and daily maintenance	\$35.00	\$2,450.00
21.	300	EACH	Light Towers	\$180.00	\$54,000.00

<b>ROUTINE AND EMERGENCY LABOR RATES (AS PER RFP SECTION 4.0)</b>					
ITEM NO.	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED COST

	<b>City of Glendale</b> <b>Solicitation Number: IFB 23-44</b> <b>BARRICADE SERVICES</b> <b>PRICING WORKBOOK</b>	
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**PRICE SHEET**


**(Offerors shall complete all requested pricing below)**

Pricing quoted shall include labor, materials, tools, equipment rental, supplies, transportation, licenses, fees, insurance, warranty, profit, and any associated direct or indirect costs. All unit prices shall remain constant regardless of quantities ordered by the City. The City shall not be invoiced at prices higher than those stated in the resultant contract. All prices quoted shall be firm and fixed for the specified contract period.

The quantities referenced in this solicitation are the City's annual estimates and are to be used for evaluation purposes only. No commitment of any kind is made concerning quantities actually acquired by the City and that fact should be taken into consideration by the Contractor.

<b>BARRICADES, FLASHING LIGHTS</b>					
ITEM NO.	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	DAILY RATE (B)	EXTENDED COST (A X B)
1.	9000	EACH	Vertical Panel (with sandbags)	\$0.60	\$5,400.00
2.	7800	EACH	Type I Barricade (with sandbags)	\$0.70	\$5,460.00
3.	1000	EACH	Type II Barricade (with sandbags)	\$0.70	\$700.00
4.	90	EACH	Type III Barricade (with sandbags)	\$1.25	\$112.50
5.	5000	EACH	Type A Flashing Warning Light	\$0.30	\$1,500.00
6.	5000	EACH	Type C Steady Burn Warning Light	\$0.35	\$1,750.00


<b>SIGNS</b>					
ITEM NO.	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	DAILY RATE (B)	EXTENDED COST (A X B)
7.	100	EACH	Large Sign, 48" x 48" or larger (includes stand and sandbags)	\$4.50	\$450.00
8.	200	EACH	Medium Sign, 36" x 36" (includes stand and sandbags)	\$4.00	\$800.00
9.	8000	EACH	Small Sign, 24" x 24" (includes stand and sandbags)	\$1.50	\$12,000.00

 GLENDALE	<b>City of Glendale</b> <b>Solicitation Number: IFB 23-44</b> <b>BARRICADE SERVICES</b> <b>PRICING WORKBOOK</b>
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	(A)			(B)	(A X B)
22.	200	EACH	Trip charge for routine activities	\$260.00	\$52,000.00
23.	50	EACH	Trip charge for emergency activities (less than 2-hour response time)	\$300.00	\$15,000.00
24.	100	HOUR	Attenuator Truck with Driver	\$95.00	\$9,500.00
25.	50	HOUR	Flagger	\$53.00	\$2,650.00
26.	300	HOUR	Development of Traffic Control Plans	\$65.00	\$19,500.00
27.	30	EACH	Neighborhood Block Party	\$350.00	\$10,500.00

<b>SPECIAL EVENT LABOR RATES</b> <b>(AS PER RFP SECTION 5.0)</b>					
ITEM NO.	ESTIMATED ANNUAL QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	HOURLY RATE (B)	EXTENDED COST (A X B)
28.	1500	HOURS	Barricade Truck Rental with Driver The City shall compensate Contractor at the following hourly rental rates, for the actual time the barricade truck with driver is used in direct support of the special event. The rates shall include all maintenance, operations, fuel, repair and other associated costs.	\$75.00	\$112,500.00
29.	2000	HOURS	Barricade Helper (ONLY)	\$55.00	\$110,000.00
30.	500	HOURS	Supervisor with Truck (ONLY)	\$70.00	\$35,000.00
<b>GRAND TOTAL (Item Nos. 1 through 30)</b>					<b>\$546,187.50</b>

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

 <p>City of Glendale CLFND 11</p>	<p>City of Glendale Solicitation Number: IFB 23-44 BARRICADE SERVICES PRICING WORKBOOK</p>	
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Comply: YES \_\_\_ NO

If your answer is NO, please state terms offered: N/A %

**PAYMENT** The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 3.0.

**TAX AMOUNT** Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Southwest Barricades LLC

**ENTITY INFORMATION**

Search Date and Time: 5/26/2023 11:51:55 AM

**Entity Details**

	<b>Entity Name:</b>
SOUTHWEST BARRICADES, L.L.C.	
	<b>Entity ID:</b>
L13285683	
	<b>Entity Type:</b>
Domestic LLC	
	<b>Entity Status:</b>
Active	
	<b>Formation Date:</b>
12/5/2006	
	<b>Reason for Status:</b>
In Good Standing	
	<b>Approval Date:</b>
12/11/2006	
	<b>Status Date:</b>
	<b>Original Incorporation Date:</b>
12/5/2006	
	<b>Life Period:</b>
Perpetual	
	<b>Business Type:</b>
	<b>Last Annual Report Filed:</b>
	<b>Domicile State:</b>
Arizona	
	<b>Annual Report Due Date:</b>
	<b>Years Due:</b>
	<b>Original Publish Date:</b>
2/9/2007	

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**Statutory Agent Information**

**Name:**  
JOHN ZYADET

**Appointed Status:**  
Active

**Attention:**

**Address:**  
2115 W MELINDA LANE , PHOENIX, AZ 85027, USA

**Agent Last Updated:**  
8/3/2021

**E-mail:**

**Attention:**

**Mailing Address:**  
2115 W MELINDA LANE , PHOENIX, AZ 85027, USA

**County:**  
Maricopa

**Principal Information**

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Manager	JOHN ZYADET		3014 E MOHAWK LN, PHOENIX, AZ, 85050, Maricopa County, USA	10/12/2011	8/3/2021
Member	ZJZ JGZ DAZ TRUST		3014 E MOHAWK LN, PHOENIX, AZ, 85050, Maricopa County, USA	10/12/2011	8/3/2021
Member	JOHN ZYADET		3014 E MOHAWK LN, PHOENIX, AZ, 85050, Maricopa County, USA	2/14/2007	8/3/2021

Page 1 of 1, records 1 to 3 of 3

**Address** 

**Attention:**

**Address:** 2115 W MELINDA LANE, PHOENIX, AZ, 85027, USA

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**County:** Maricopa

**Last Updated:** 8/3/2021

**Entity Principal Office Address**

**Attention:**

**Address:**

**County:**

**Last Updated:**

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[Pending Documents](#)

[Microfilm History](#)



# SOUTHWEST BARRICADES, L.L.C.

Unique Entity ID <b>ZEMTC8XF7943</b>	CAGE / NCAGE <b>838Y9</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Inactive Registration</b>	Expiration Date <b>Mar 31, 2021</b>	
Physical Address <b>2115 W Melinda LN Phoenix, Arizona 85027-2607 United States</b>	Mailing Address <b>2115 W Melinda LN Phoenix, Arizona 85027-2607 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Arizona 06</b>	State / Country of Incorporation <b>Arizona / United States</b>	URL <b>(blank)</b>

## Registration Dates

Activation Date <b>Mar 31, 2020</b>	Submission Date <b>Mar 31, 2020</b>	Initial Registration Date <b>Apr 23, 2018</b>
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## Entity Dates

Entity Start Date <b>Dec 5, 2006</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Limited Liability Company</b>
Profit Structure		

**Socio-Economic Types**

**Self Certified Small Disadvantaged Business**

Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments  
Yes

Debt Subject To Offset  
No

EFT Indicator  
0000

CAGE Code  
838Y9

**Points of Contact**

**Electronic Business**

☒  
Kristopher Smith, General Manager

2115 W Melinda Lanve  
Phoenix, Arizona 85027  
United States

**Government Business**

☒  
Kristopher Smith, General Manager

2115 W Melinda Lanve  
Phoenix, Arizona 85027  
United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	561990	All Other Support Services
	237310	Highway, Street, And Bridge Construction
	238910	Site Preparation Contractors

**Disaster Response**

This entity does not appear in the disaster response registry.