

AGREEMENT FOR
Camelback Ranch Field Replacement and Renovations
City of Glendale Solicitation No. RFP 24-04

This Agreement for Camelback Ranch Field Replacement and Renovations Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Athletic Applications LLC, an Arizona limited liability corporation, authorized to do business in the State of Arizona, ("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 24-04 (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 \$2,950,000, 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:

Athletic Applications LLC
c/o Andy Hebrand
5058 N. 148th Ave.
Litchfield Park, AZ 85340
 - 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 Kim Mackert, Administrator, Financial Programs
Field Operations
6210 W. Myrtle Ave.
Glendale, Arizona 85301
(623) 930-2635

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 Extensions. 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, 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 extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or 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

By: Kevin R. Phelps
Its: City Manager

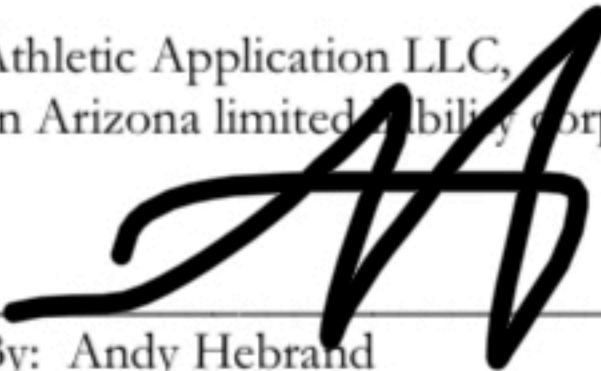
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Athletic Application LLC,
an Arizona limited liability corporation



By: Andy Hebrand
Its: Owner

EXHIBIT A
Camelback Ranch Field Replacement and Renovations
PROJECT

Athletic Applications LLC shall provide Camelback Ranch Stadium field replacement and renovation services as needed per attached RFP 24-04.



CITY OF GLENDALE PROCUREMENT DIVISION REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 24-04

ONLINE BID NUMBER: 42400015

TITLE: Camelback Ranch Field Replacement and Renovations

PUBLISHED DATE: Friday September 15, 2023 (VSS)
AZ Republic Legal Ad 9/27/2023

SITE VISIT: October 3, 2023, Between 9 AM – 11 AM (See page 14)
Offerors are strongly encouraged to conduct site visit/s

PRE-OFFER CONFERENCE: October 3, 2023, 11:00 AM Local Time
10710 W. Camelback Road Phoenix, AZ 85037
Attendance is NOT required

OFFER DUE: October 12, 2023, 2:00 PM Local Time
Offer Submission Through [Vendor Self-Service \(VSS\) Online Bid System.](#)
NOTE: This is a sealed proposal process requiring proposals to be submitted before the date/time shown above. If errors occur when submitting through VSS, email or call using contact information below.

CONTACT: Cyndi Hawk, Procurement Officer
Purchasing-Procurement Division
623-930-2866
chawk@glendaleaz.com

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

The [Vendor Self-Service - Vendor Registration Guide](#) provides detailed instructions for registration for both new and existing vendors.



City of Glendale
Solicitation Number: RFP 24-04/ 42400015
Camelback Ranch Field Replacement and
Renovations

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

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EXHIBIT 3 – Vegetative Waste Compliance

EXHIBIT 4 – Sample Service Agreement

EXHIBIT 5 – Insurance Requirements

Required Submittal Documents

- 1. Response Workbook** – To be completed by Offeror and submitted as their response.
- 2. Pricing Workbook** – To be completed by Offeror and submitted as their response.



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

1. INTRODUCTION

A state-of-the-art baseball facility like no other, Camelback Ranch-Glendale celebrates its sixteenth season as Spring Training home of the Chicago White Sox and Los Angeles Dodgers in 2024. Located on 141 acres at Ballpark Blvd. and Camelback Road, this Sonoran Desert-inspired facility offers baseball fans more than top-quality playing fields and facilities; the site also features picturesque walking trails, landscaped grounds, citrus groves, and extensive water features.

The first-rate baseball complex includes more than 118,000 square feet of Major and Minor League clubhouse space, 13 full baseball fields and three half-fields. One of the largest facilities in the Cactus League, Camelback Ranch-Glendale's main stadium boasts a capacity of 13,000, which includes 3,000 lawn seats, 12 luxury suites and a party deck. Prior to the 2018 season, the complex added two 100-foot shade structures on the first base concourse and a state-of-the-art 30' x 50' Daktronics videoboard

Year-Round Baseball Action

While Spring Training receives the bulk of the headlines, both the White Sox and Dodgers maintain robust player development and rehabilitation operations in Glendale throughout each calendar year.

Our year-round schedule of Major and Minor League baseball action:

- Spring Training: February - March
- Extended Spring Training: April - June
- Arizona Summer League: Late June - Early September
- Instructional League: Late September - Early October
- Arizona Fall League: Early October - Mid November

2. OBJECTIVES

The City of Glendale Is seeking a qualified contractor in sports field installation/ renovation for the renovation of professional baseball fields at the Camelback Ranch Stadium. It is the intent of the City of Glendale to award this contract for a multi-year term renewable on an annual basis for the purpose of renovating sports fields located at the Camelback Ranch Stadium over the term of the contract. The funding in subsequent years Is subject to the City Annual Budget. The proposed project schedule is also subject to change due to field conditions and other City priorities.



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3. SCOPE OF WORK

Year One – First Project begin following 2024 Spring Training, exact date to be confirmed

Subsequent years projects will be similar in nature and requested for pricing in or about May of each year thereafter. Project dates for each subsequent year will be determined during the spring and will be based on which fields are being renovated and the summer schedule. The general time frame to complete the renovations will be 45-60 days.

3.1 Turf/ Organic Material Removal-

- a) Remove and dispose of approximately 103,000 sq. ft of turf and organic material to a depth of 2.5" in Outfield, 3" in infield and sideline areas of Camelback Ranch Stadium Field. Removal using a Campey Imants Koro Field Topmaker (alternative machine for removal needs to be approved)
- b) Remove and dispose of approximately 8,000 sq. ft of turf and organic material to a depth of 3" on Sox half field infield. Remove and dispose of approximately 12,000 sq. ft of turf and organic material to match the final grade of infield on sideline and back arc of Sox half field. Removal using a Campey Imants Koro Field Topmaker (alternative machine for removal needs to be approved)
- c) All materials to be disposed off-site with staging areas restored to original condition. **There will be no charge to dispose of the green waste materials directly from the fields (approximately 123,000 sq ft) at the Glendale Landfill. If any other material is included, the regular disposal rate will apply**
- d) Exact measurements to be confirmed by contractor

3.2 Grade Preparation-Stadium and half field infield

- a) Remove and dispose of contaminated infield and mound edges to a depth of 8" following field layout measurements. Remove and dispose of any contaminated root zone along warning track edges. Any disruption to dirt areas shall be repaired with materials designated by on-site CST personnel.
- b) Evenly add and rough grade sand to bring cavity depth up to proper grade (approximately 1.5" below current grade) using USGA specified sand compatible with remaining root zone profile. Diagnostic testing results of root zone and new sand shall be submitted for approval.
- c) Evenly broadcast 50-100 lbs./ 1000 sq. ft. of STS Huma Rich after rough grade but prior to tilling based on diagnostic testing results.
- d) Reverse tine till using a Blecevator (alternative machine needs to be approved by CST) to a depth of 4-6" following the addition of new sand ensuring there is not an encrustment of original sand cavity.
- e) Compact and laser grade the entire turf area to proper specification. Thorough compaction and care for infield, warning track edges; and around irrigation heads and valve boxes needs to be accounted for to eliminate settling.



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- f) Apply Calcium product prior to re-grassing at rate determined by nutrient analysis report. Exact product and rate to be determined by CST Superintendent.
- g) Final grade to be approved by CST superintendent.

3.3 Grade Preparation-half field sidelines and arc

- a) Remove existing turf, organic material, and native soil to match final infield grade.
- b) Remove and dispose of any contaminated root zone along edges.
- c) Scarify native soil base, laser grade and compact for re-grassing.

3.4 Clay Areas and Warning Track-

- a) Remove excess material to allow dirt areas to meet final grade.
- b) Add 90 tons of Duraedge professional infield material to Stadium (alternative material needs to be approved by CST.) Till infield, baseline, and home plate clay areas with Rotadairon to a minimum depth of 4". Laser grade to match new sod level.
- c) Remove stadium warning track material including bullpens to a depth of 2" below final grade. Add 2" cap of Hilltopper warning track, laser grade and compact to final grade. Topdress warning track with ¼" of Hilltopper conditioner ensuring uniform coverage.
- d) Remove excess warning track and infield material from half field. Grade to match new sod level.
- e) Set home plate and pitching rubber height to MLB specification to match new field level.
- f) Rebuild CST- Stadium Field and half field mound and batters' boxes to MLB specification with minimum 4-6" base of **Pro's Choice Pro Mound**. Outer 1' ring of mounds constructed of infield material.
- g) Add 2 tons per field of **Pro's Choice Select** after clay areas have been graded.
- h) Set base anchors to MLB Specifications.

3.5 Irrigation System-

- a) Contractor should remove, cap, and mark all irrigation heads, valve boxes, and piping prior to rootzone preparation. All irrigation heads and valve boxes need to be installed, readjusted, and marked prior to re-grassing. Contractor assumes all responsibility for damage to irrigation system and its components. All components shall follow the requirements of reclaimed water in use.
- b) Existing heads to be left on-site under working condition.
- c) Replace field couplers-(10) 1 ½" Brass Ball Valves with 1 ¼" domestic aluminum male cam locks. Replace stadium bullpen couplers (2) 1" Brass Ball Valves with 1 ¼" domestic aluminum male cam locks. Install stainless steel



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bushings from ball valves to cam locks. Thread sealant and teflon tape to be used on all ball valve and valve connections. Field couplers shall be in large valve boxes with geotextile barrier to root zone and are to be set to sod grade, install padded turf to outfield drain caps and valve box lids.

- d) Replace manifold shut off valves with 3" butterfly valves. Add 1" brass ball valves with 1" Crispen air-relief valves at end of each stadium manifold. Add 2" ball valve to end of stadium and half field manifolds for flush outs.
- e) Replace total of 20 irrigation valves (13-2" valves in 2 stadium manifolds; 4-1 1/2" valves in 2 manifolds on half field with **Hunter ICVs**). Replace 3-1" valves including 1" ball valves, unions, filter, and pressure regulators in half field manifold. Replace 4- 1 1/2" ball valves for field couplers within manifolds. Add 2" ball valve to end of 3rd base manifold on half field. **Brass single handle shut-off ball valves with stainless steel handles** to be installed on the lines before valves. All valves are to be installed in large reclaim valve boxes with geotextile fabric barrier. **Class 200 reclaimed pipe on mainline and lateral lines, schedule 80 pipe and fittings** to be used on plumbing from mainline to valves. All glue joints shall be connected using primer and 711 PVC glue. Manifold shall be backfilled halfway with sand, the remaining cavity compacted and leveled to finish grade.
- f) Manifolds are to duplicate existing configuration with weather resistant direct bury silicone tubes and wire nuts securing all wires. Test and ensure working valve function from irrigation controllers. Station valve boxes are to be marked for identification. Exact valve sizes and count to be verified by contractor. All parts are subject to approval by CST superintendent. **(Manifold work to be completed before Turf/Organic Material is Removed)**
- g) Perform irrigation audit of stadium and half field. Design blueprint and modify half field sideline and arc for optimal irrigation coverage.
- h) Add additional infield head to center of infields and skin head station with manual valve. Any other spacing modifications shall be approved by CST.
- i) Install new irrigation heads with teflon tape on new acme PVC swing joints ensuring proper installation. Ensure irrigation heads are set to final sod grade with nozzles matched and set to ensure uniform distribution.
- j) Heads required: (63-8005 stainless steel rotors, 17-I-25 stainless steel rotors, Rainbird 5000- 3/4" inlet heads with 1/2" PVC swing joints for half field sidelines and arc based on irrigation blueprint). Count to be confirmed by contractor.

3.6 Drainage-

- a) Replace existing dugout field track drains at entryways. Ensure lines are clear and function properly.
- b) Set existing drain basins in stadium outfield and along walls to final grade.



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3.7 Re-grassing

- a) Install approximately 103,000 square feet of large roll, sand-based .5" cut **Certified TifTuf bermuda grass** in stadium.
- b) Install Approximately 8,000 square feet of large roll, sand-based .5" cut **Certified Tahoma 31 bermuda grass** on half field infield.
- c) Install approximately 12,000 square feet of large roll, sand-based .5" cut **Certified TifTuf bermuda grass** on half field surrounding areas.
- d) Water and roll sod immediately following installments each day.
- e) Ensure proper water throughout establishment.
- f) Supply recommended rate of organic fertilizer and slow-release fertilizer for turf establishment. Rates and products to be determined by CST Superintendent following nutrient analysis testing.

3.8 Bullpen Turf-

- a) Remove existing artificial turf from bullpens and level to final field grade.
- b) Install 5mm padded artificial turf to bullpen homeplates and seating areas.
- c) Install approximately 1600 sq feet of artificial turf that meets recommendations for application in both Dodgers and White Sox bullpens.

3.9 Materials :

- b) All materials listed in scope of work should be to exact specification as listed.
- c) All material costs are not to exceed typical pricing extended to CST from preferred vendor or distributor.

3.10 Equipment:

- a) All equipment used in an effort to complete this project shall be in good standing working condition and meet all safety and operating requirements.
- b) All necessary equipment shall be arranged by contractor, any needs for use of CST equipment will require written authorization and is subject to rental agreement and additional fees.

3.11 Site Location:

- a) Contractor shall be required to list all such needs in advance and approved by Camelback Spring Training LLC (CST) in advance of project start date. Areas include, but are not limited to: Qualifications, Schedules, Materials-Supplies & Removals, Safety and Daily clean up, etc.

3.12 Site Preparation



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- a) Contractor assumes all responsibility in the transportation of equipment to the playing fields. Care must be taken in routes to the playing fields to eliminate any damage to landscape/ fence/ areas surrounding the playing surfaces. Contractor assumes all responsibility to damage of these areas including stadium seating areas and netting.
- b) Access will be limited to the designated project locations and routes determined by CST.
- c) Material and equipment staging areas shall be agreed to prior to mobilization. Contractor is responsible for securing equipment and materials used throughout the project.
- d) Contractor is responsible for securing facility at all times.
- e) Contractor is responsible for dust control with stadium wall pads and seating areas, including dugouts, clean of any field materials.

3.13 Mobilization/Demobilization:

- a) All details of mobilization/ demobilization shall be included in the proposal

3.14 ADDITIONAL ITEMS:

- a) Proposals need to include:
 - i. Exact Pricing inclusive of all of the above (subtotals, taxes, freight, shipping and handling, etc.)
 - ii. Proposals need to be set with costs that are NOT TO EXCEED
 - iii. Mobilization/Lead Time- from date of approval
 - Project Time frame to be conducted with minimal amount of impact in down time as possible
 - Field renovation set to begin following 2024 Spring Training, exact date to be confirmed.
 - Above time frame based on facility/ team activity; final schedule will be confirmed and agreed by both contractor and Camelback Spring Training LLC.
 - iv. Detailed Outline of Project-
 - Provide Detailed Time-line / Sequence of Operations:
 - Include best case scenarios and contingents
 - Final Schedule will be agreed upon and signed off on by both CST Management and contractor prior to work beginning



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- Contractor shall be required to provide daily / weekly production updates:
 - Days progress- relative to timeline / schedule
 - Daily updates shall be received no later than 10AM of the following day
- v. Punch List Items/Repairs-
 - Contractor shall be required to conduct/ complete all punch list items (5) days after being received final completion notice
 - CST, City of Glendale- has (60) days to request any field grade issues from settling, etc.
 - Any and All discrepancies shall be identified CST and addressed by the contractor at no cost to CST

4. HOW WE CHOOSE

4.1 SCORING RESPONSES:

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

- 50% Qualifications and Experience
- 30% Compliance with Specifications
- 10% Letter of References
- 10% Cost

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

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

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

4.5 PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.



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- 4.6 INTERVIEWS:** City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.
- 4.7 ADDITIONAL INVESTIGATIONS:** City may conduct additional investigations needed to determine the competence or financial stability of any Offeror.
- 4.8 BEST AND FINAL OFFERS:** City may request best and final offers and will determine the scope and subject of any best and final request.
- 4.9 PROPOSAL EVALUATION:** City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.
- 4.10 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD:** Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. Any protest must be submitted to the Procurement Administrator no later than seven (7) calendar days from the date of posting on the Internet. Information and instructions on how to file a protest can be found [here](#).
- 4.11 WITHDRAWAL OF PROPOSAL:** Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.
- 4.12 OFFER ERRORS OMISSIONS AND CORRECTIONS:** City will not be responsible for any offeror errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.
- 4.13 COMPETITIVE NEGOTIATIONS:** City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive



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negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

- 4.14 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS:** City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- 4.15 PROPRIETARY INFORMATION** Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.



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4. SUBMISSION CHECKLIST

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

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

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal		Complete (✓)
Submission Requirements		
OFFER SHEET (Response Workbook) Offeror Name Offeror Address		
1. QUALIFICATIONS AND EXPERIANCE		
2. COMPLIANCE WITH SPECIFICATIONS		
3. REFERENCES		
4. COST (Must be submitted in a separate electronic file) (1 question)		
COMPLETED PRICING WORKBOOK		
ADDENDUM RESPONSES (if applicable)		
Return of Offer		
Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.		



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5. SUBMISSION REQUIREMENTS

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

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

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

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

Helpful Hints:

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



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6. EXHIBIT 1: SPECIAL NOTICES

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

7.1 RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service_v_s_s (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

7.2 PRE-OFFER CONFERENCE & SITE VISITS

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

(2 Hour Window prior to Pre-Offer Conference) Site visits will be available between the hours of 9:00 AM – 11AM, Date, 2023. Visitors are required to check in at the front desk of each facility. This is a viewing opportunity only; all questions should be presented at the Pre-Offer Conference.

7.3 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS



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The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent Period"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

7.4 CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- i. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- ii. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.



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7.5 INQUIRIES

Any question related to the Request for Proposal shall be directed to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Procurement Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **FIVE days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise, it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

7.6 SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

7.7 PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

7.8 PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any sub-contractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

7.9 NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the



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invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

7.10 NON-DISCRIMINATION

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

7.11 NO CONSIDERATIONS

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

7.12 AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

7.13 KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

7.14 SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



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7. EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

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

8.1 TYPE OF AWARDS

The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.

8.2 ALTERNATE OFFERS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

8.3 EFFECTIVE PERIOD OF OFFER Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.

8.4 PAYMENT TERMS If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.

8.5 UNIT PRICE TO PREVAIL In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.

8.6 OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form



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must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

- 8.7 BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- 8.8 RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 8.9 DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 8.10 TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 8.11 SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.
- 8.12 SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS) in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 8.13 GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and



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

8.14 RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

8.15 RESPONSIBILITY FOR CORRECTION It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Materials Manager has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.

8.16 WARRANTY Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.



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- 8.17 REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 8.18 DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 8.19 TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes and will furnish an exemption certificate upon request.
- 8.20 ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 8.21 CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Materials Manager prior to the institution of the change.
- 8.22 PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of sixty (60) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.
- 8.23 LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 8.24 PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Materials Manager. The protest should specifically identify the objection to the award, pursuant to the formal



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purchase procedure. The protest must be submitted no later than seven (7) calendar days after the notice of intent to award is posted on the City's Procurement Internet home page at https://www.glendaleaz.com/your_government/city_finances/procurement/notice_of_intent_to_award. Untimely protests will not be considered.

- 8.25 REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 8.26 ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 8.27 ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 8.28 SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 8.29 OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 8.30 OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.
- 8.31 LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.



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

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

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

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

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

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

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



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adopted, as it is the determination of the City Council at the time of the adoption of the budget.

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

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

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

8.40 IMMIGRATION LAW COMPLIANCE Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.



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

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

8.42 FORCE MAJEURE

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

8.43 SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)



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- 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.



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EXHIBIT 3 – VEGETATIVE WASTE**

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3. Chopped or shredded vegetative waste as defined in A.R.S. § 49-701(36) (approved on 12/26/2002):
 - i. The chopped/shredded vegetative waste may be applied to the inclined slope of the working face and on the flat portions of the working face on days when the full thickness of the waste lift is not achieved. This is acceptable when it is covered within 48 hours with additional trash and/or six (6) inches of soil cover.
 - ii. The chopped/shredded vegetative waste shall be of a size that can pass through a five (5) inch equivalent debris screen and compacted to a minimum thickness of six (6) inches.
 - iii. Vegetative waste that is exposed for more than seven (7) days and less than 21 days shall be wetted with water as necessary to ensure that the material is maintained at a minimum moisture content of fifteen (15) percent.
 - iv. The chopped/shredded vegetative waste shall not be exposed for greater than 21 days.

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Offerors to complete this Response Workbook and submit with their response to this RFP.

COVER SHEET

OFFEROR NAME: ATHLETIC APPLICATIONS

OFFEROR ADDRESS: 5058 N 148th Ave Litchfield Park, AZ 85340

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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.

10/16/2023

Date

ATHLETIC APPLICATIONS

Legal Company Name

Andy Hebrard

Printed Name (Authorized Signatory)

Owner & Project Superintendent

Job Title

Offeror Certifies it is a (check only one):

Proprietorship (LLC)

andy@athleticapplication.com

Email Address

5058 N 148th ave Litchfield Park AZ 85340

Mailing Street Address

503-830-1755

Phone Number

Litchfield Park AZ 85340

City, State & Zip Code

FEDERAL TAXPAYER ID NUMBER (Required): **47-4561096**

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: No

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

☒ Yes, Number 21281804 Tax Rate: 2.8% **OR** ☐ No, not required to have an Arizona TPT License

CONFLICT OF INTEREST (SPECIAL NOTICES):

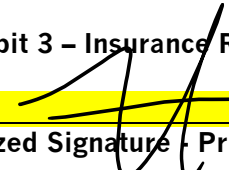
☒ No, I do not have a conflict of interest

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


Authorized Signature - Print this form and sign above

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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. EXPERIENCE AND QUALIFICATIONS

- 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.

Athletic Applications is owned and operated by Andy Hebrard. Andy and his wife moved to the west side of Phoenix 7 years ago in pursuit of growing their family and his company. Athletic Applications has been able to work on some of the most prestigious playing fields in Arizona, and has been in business a total of 12 years (5 years in the Pacific Northwest, 7 years in Arizona). Andy takes extreme pride in his work. We have met/exceeded the requirements of a similar RFP at Camelback Ranch the previous three renovations. Athletic Applications is very familiar with the Camelback Ranch site due to our several years of previous experience working these fields, and we know what it takes to move material in and out of this site. We rely heavily on hand picked skilled subcontractors. There are so many specialty pieces of equipment/target points that will need to be utilized for this project as well as daily maintenance of subcontractors and our own staff – I, as the company owner and project manager, intend to be onsite daily to manage all movement every step of the way of this project as I have in previous years.

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

Jock Edington (Sports Turf Services) 20 years in industry. Jock and I have been teaming up on projects for the last 4-5 years. What makes Jock a key contributor to my team is his expertise in the usage of the Campey Imants Koro Field Topmaker. He is an absolute expert in this piece of the project, he owns multiple units.

Joey Fitzgerald (Minnesota Sodding Company) 20+ years in industry. Joey and I have worked on several large projects together over the past 7 years. He has high level experience across the board and is a past superintendent of a Spring Training Complex in AZ. Joey operates the 3D

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laser grader (best possible technology available for this project being that the field slopes to field drains on so many planes), Blecavator and will be on site as a co- superintendent on the project.

Dan Merritt (Athletic Applications) 25+ years in industry. If it's a MLB baseball stadium built in the 2000's and beyond, chances are, Dan has had a heavy hand in installing the irrigation system (he is currently contracting with 7-8 current MLB stadiums as the primary contact for irrigation maintenance/installation). He is local to Phoenix and is a regular part of my team. Dan has extensive experience in manifold and valve replacements, similar to what we will need at Camelback Ranch. He's the best in the business when it comes to getting in the trench and dialing in the irrigation systems.

- 1.3. 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.

As a small business there will be no one else that is more flexible on project deadlines. Reliability: For us, this is a BIG DEAL. We have no problem putting in the extra hours in order to meet a deadline, and our history with Camelback Ranch shows this as we have always met deadlines. If we are awarded the contract, we will prioritize this project and lighten or eliminate the majority of our workload to solely focus on Camelback Ranch. We intend to exceed your expectations as we have in previous years.

The last three renovations speak for themselves in my opinion and I would hope that the superintendents on site would say the same. We are here to execute the job at hand and go above and beyond for the City of Glendale. We touched on this a little in 1.1, but we truly care about the level of surface we are trying to achieve.

- 1.4. Contracting of professional/collegiate sports field renovations with sand based experience. List 3-5 completed professional/college sports field projects in last 5 years.

2018: Las Vegas 51's (AAA NY Mets) MLB MOUND (13X'S)
2021: Camelback Ranch Fields 5-6 (Dodgers) FIELD REPLACEMENTS
2022: Camelback Ranch Fields 6-7 (White Sox) FIELD REPLACEMENTS
2023: Camelback Ranch Fields 4-7 (Dodgers) FIELD REPLACEMENTS

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2. Compliance with Specification

- 2.1. Offeror shall describe method and approach for how services will be performed by its employees and the process involved for correcting work not performed satisfactorily.

Obviously we try to get it right the first time and take our time to meet specs. As we touched on in 1.3 we would prioritize this job and not have other projects on our plate at this time. The city of Glendale and their asset of Camelback will be our first and only priority during the timeline. The process is simple for correcting work not performed satisfactory and that is: when you notice it isn't up to standards, stop, get it up to standards and set a new and higher standard.

- 2.2. Describe the process your firm uses to clean up after work is performed.

Clean Pack in Pack out. We have access to one of the best private haulers that handles our bulk "trash" material and its picked clean. Zero debris or even discoloration in parking lots. We take our time to blow and sweep post dirty work in the middle of the project to protect the asset.

- 2.3. List the alternative brands equal to the scope of work per MLB requirements

- 2.4. Provide a Projected Timeline for the Year One Project as listed in the Scope of Work

TIMELINE ATTACHED

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DRAFT TIMELINE UNTIL ACTUAL TIMELINE IS DEVELOPED WITH CAMELBACK RANCH TEAM:
APRIL IRRIGATION MANIFOLDS

5/5	5/6 MOBILIZE	5/7 Drop Heads INFs	5/8 Koro INF's Drop Heads STADIUM	5/9 Koro STADIUM	5/10 Koro STADIUM EDGES INF 3 Sand load in INFs	5/11 Koro STADIUM EDGES INF STADIUM
5/12 OFF	5/13 HARVEST TRACK	5/14 Sand Load in STADIUM SKIN PROJECT	5/15 Sand Load in STADIUM AND 3 SKIN PROJECT	5/16 Rough Grade INFs	5/17 Rough Grade Stadium	5/18 OFF
5/19 FLEX DAY	5/20 RIP, TILL, TIRE PACK INFs NEW INF HEADS, H2O 3D on site	5/21 RIP AND TILL TIRE PACK H2O HARVEST ROOT LASER DAY 1	5/22 RAISE HEADS H2O HARVEST ROOT EDGES LASER DAY 2	5/23 LASER H2O NEW HEADS PLATE COMPACT LASER DAY 3	5/24 LASER H2O NEW HEADS PLATE COMPACT LASER DAY 4	5/25 FINAL DETAIL INFIELDS H2O 3D off site
5/26 FINAL DETAIL INFIELDS	5/27 Evergreen INFELD INSTALL FINAL DETAIL stadium	5/28 EVERGREEN	5/29 EVERGREEN	5/30 EVERGREEN	5/31 WESTCOAST 3	6/1
6/2	6/3	6/4	6/5	6/6	6/7	

2.5 Disposal : Waste must be disposed of in strict compliance with the guidelines outlined in Exhibit A and should be taken to the City of Glendale Landfill. Any waste not listed in Exhibit A will incur additional expenses for the contractor and will not be covered within the project's cost.

We appreciate the help disposing of greenwaste at the Landfill, Thank you. Fortunately for us, the rest of the tailings still hold value and will be transported to alternate future sites. Staging area will look as if nothing happened.

3. VENDOR EXCEPTIONS:

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

	City of Glendale Solicitation Number: RFP 24-04/ 42400015 Camelback Ranch Field Replacement and Renovations	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor’s General Aggregate is \$2,000,000

We have never been asked for more than the document attached. If needed, no problem bumping up policy and will happen immediately upon approval.

4. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

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

Addendums received

5. 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 within Exhibit 1 for required information to be included here.

none

- 6. REFERENCES FORM:** List a minimum of three (3) Arizona customers, excluding the City of Glendale (if applicable), for whom your company has provided services of a similar scope as this Request for Proposal, during the past three (3) years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed. These references may be used to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in the award.

Reference 1:

Los Angeles Dodgers	10710 W Camelback Rd Phoenix, AZ 85037
Glen Aveson	620-640-0855
gaveson@camelbackranchbaseball.com	5/1/2023-7/1/2023
Provide a brief summary of Services provided: Full Field Renovation	

Reference 2:

Liberty High School	9621 W Speckled Gecko Dr Peoria, AZ 85383
Eric Gardner	602-694-4973
egardner@pusd11.net	2020- present day
Provide a brief summary of Services provided: Athletic Field Renovations	

Reference 3:

	City of Glendale Solicitation Number: RFP 24-04/ 42400015 Camelback Ranch Field Replacement and Renovations	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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Desert Vista Baseball	16440 S 32 nd St Phoenix, AZ 85048
Patrick Herrera	480-296-1397
pherrera@tuhsd.k12.az.us	10/1/2021-present
Provide a brief summary of Services provided: Athletic Field Renovations	

Other notable clients outside of Phoenix: Los Angeles Chargers, Los Angeles Rams, UC Irvine, former Las Vegas 51's

PRICING MENU- SERVICES:

MLB MOUND BUILD MATERIAL INCLUDED:	\$4500
MLB HOME PLATE BUILD MATERIAL INCLUDED:	\$3,200
MLB SKIN RENOVATION PRICE PER FIELD: (INCLUDES MOISTURE MGMT, TILLING, LASER GRADING, ROLLING)	\$10,000
HARVEST WITH KORO 2.5" INCLUDES HAUL OFF PRICE PER SQ FT:	\$.35
FRAZE MOW WITH KORO ¾" INCLUDES HAUL OFF PRICE PER SQ FT:	\$.20
SAND PROFILE REPLACEMENT PRICE PER FIELD: (HAULING SAND, ROUGH GRADE, TILL, LASER, COMPACT)	\$42,500
SYNTHETIC TURF INSTALL PRICE PER SQ FT:	\$10

PRICING MENU- MATERIALS:

DURA EDGE PRO INFIELD MIX PER TON:	\$158
HILLTOPPER WARNING TRACK MIX PER TON:	\$260
USGA SAND PER TON:	\$38
CONDITIONER PER TON:	\$825



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance PO BOX 188065 Fairfield OH 45018		CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132 FAX (A/C, No): 800-845-3666 E-MAIL ADDRESS: BusinessService@LibertyMutual.com	
INSURED ATHLETIC APPLICATIONS LLC 5058 N 148th Ave Litchfield Park AZ 85340		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Company INSURER B: Ohio Security Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24082 24082	

COVERAGES**CERTIFICATE NUMBER:** 0231520303**REVISION NUMBER:** 2016-03

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X	X	BKS58363327	10/13/2023	10/13/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAS58363327	10/13/2023	10/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Athletic Applications Llc 5058 N 148th Ave Litchfield Park AZ 85340	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Curtis Luken
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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Andrew Hebrard	
2 Business name/disregarded entity name, if different from above Athletic Applications	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 5058 N 148th Ave	Requester's name and address (optional)
6 City, state, and ZIP code Litchfield Park, AZ 85340	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

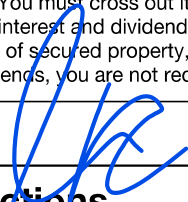
Social security number									
			-			-			
or									
Employer identification number									
4	7	-	4	5	6	1	0	9	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 10/16/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT B
Camelback Ranch Field Replacement and Renovations
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Not to exceed \$2,950,000 if all renewal options are exercised in accordance with Section 4 of this Agreement.

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 \$2,950,000.

DETAILED PROJECT COMPENSATION

Pricing per contractor response in the Pricing documents of RFP 24-04 (Attached).

	City of Glendale Solicitation Number: RFP 24-04/ 42400015 Camelback Ranch Field Replacement and Renovations PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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3. PRICING/COST WORKBOOK

The Contractor must complete the Pricing Schedule below. Any items not clearly listed on the Contractor's submitted price proposal will be considered included in the Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

Instructions:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses, including but not limited to travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in the fee proposal.

PRICE SCHEDULE

Project Year One Lump Sum Cost as Defined in the Scope of Work

\$ _____ Total 591,420

(MUST include the Comprehensive Breakdown of Pricing of the Lump Sum)

PAYMENT 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 this Section.

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

OFFEROR NAME: Offeror must enter full Company Name

ATHLETIC APPLICATIONS

From: [Andy Hebrard](#)
To: [Hawk, Cyndi](#)
Subject: RFP 24-04 Request for BAFO
Date: Tuesday, November 7, 2023 9:33:04 AM
Attachments: [image001.png](#)
[4539976A3F254489A4C84B3BAB1CAFA9.png](#)
[Estimate 1214 \(1\).pdf](#)
[RFP 24-04 Request for BAFO - Athletic Applications\[13109\].pdf](#)
[CAMELBACK PROPOSAL 2025-2026.pdf](#)

Cyndi,

I wasn't able to move much on price, because I tried to give your team the best deal the first time around. However I took the sod down from 1.05 to .99.

Also attached is a potential plan for future years.

Thanks for the opportunity to submit, I really hope we are able to work with each other this year and future years to come.

Have a blessed week.

Andy Hebrard
503-830-1755



From: [Hawk, Cyndi](#)
Sent: Friday, November 3, 2023 8:35 AM
To: [Andy Hebrard](#)
Cc: [Mary Beth Hardina](#)
Subject: Best and Final Offer

The city has completed the evaluation process. As responsible stewards of taxpayer dollars, we must ensure that the costs align with fiscal responsibility. Considering this obligation, we request that you provide us with your best and final pricing proposal for the project. We aim to achieve an optimal balance between cost-effectiveness and quality to maximize the value for the taxpayers.

At this time, the city would like to extend an opportunity for your firm to present a Best and Final Offer (BAFO) by responding with a revised Pricing BAFO Workbook. However, your firm may amend any additional items or portions of the original offer to improve your evaluated scores.

BAFO Pricing

Offerors shall provide their most favorable pricing possible and update their proposals using the enclosed cost worksheet accounting for the following:

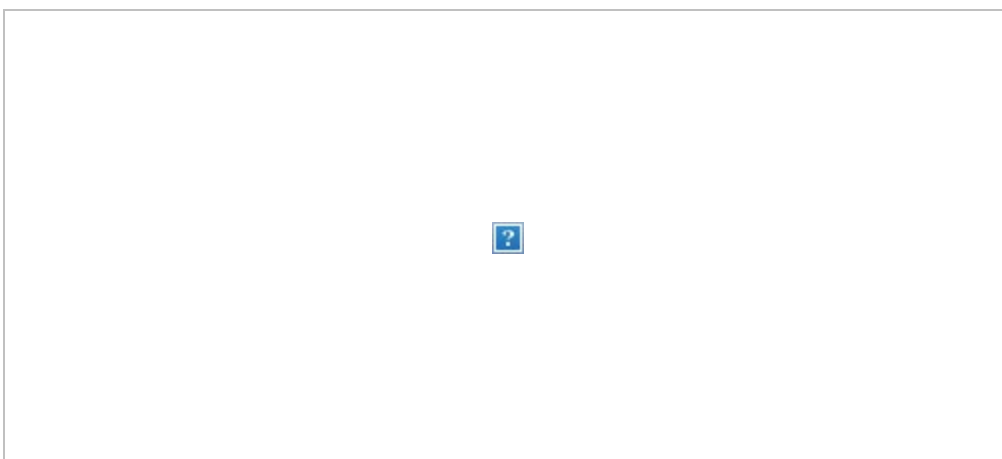
Offeror shall return responses by **Tuesday, November 7th, by 4:30 PM Arizona Time**. Responses shall be submitted to Cyndi Hawk at chawk@glendalaz.com. **The email's subject line must be "RFP 24-04 Request for BAFO."**

If an Offeror does not submit a Best and Final Offer, the previous offer will be considered its Best and Final Offer.

All questions and inquiries about this request shall be directed to Cyndi Hawk via the above email address.

Thank you,
Cyndi Hawk

Procurement Survey



ATHLETIC APPLICATIONS

5058 N 148th Ave

Litchfield Park, AZ 85340 US

5038301755

Andy@athleticapplication.com

www.athleticapplication.com

*Athletic Applications***ADDRESS**

Camelback Ranch
Stadium & F3
Spring 2024

SHIP TO

Camelback Ranch
FIELD REPLACEMENT-
White Sox 24-04 42400015

ESTIMATE #

1214

DATE

10/16/2023

TRACKING NO.

ROC 328970

	DESCRIPTION	QTY	RATE	AMOUNT
Irrigation	3.5: ON FIELD IRRIGATION- Moisture management throughout project, Lowering/ Raising/ Replacing heads, Installing/ Leveling Boxes/ Changing field couplers (10) top of boxes .5" above 0. (price per field)	1	6,500.00	6,500.00
Harvesting Turfgrass	3.1: STADIUM: Removal and Disposal of 103,000 sq ft of Turfgrass on Stadium Field at depth of 2.5" and (3.0" on infield and sidelines). CAMPEY IMANTS KORO FIELD TOPMAKER TO BE USED. Haul to staging area.	103,000	0.35	36,050.00
Harvesting Turfgrass	3.1: F3: Removal and Disposal of 20,000 sq ft of Turfgrass on Stadium Field at depth of 2.5" and (3.0" on infield) CAMPEY IMANTS KORO FIELD TOPMAKER TO BE USED. Haul to staging area.	20,000	0.35	7,000.00
Turf Renovation	3.2: Removal and Disposal of contaminated CLAY root zone around perimeter of infield 8" (price per field)	2	6,500.00	13,000.00
Turf Renovation	3.2: Removal and Disposal of contaminated root zone along WARNING TRACK edge (price per field)	1.50	2,500.00	3,750.00
Material Handling	3.2: Hauling in approx 550 tons of USGA sand to STADIUM, Hauling in 50 tons of USGA sand to F3. Evenly distribute.	1	7,500.00	7,500.00
Fert App	3.2: STS Huma Rich application post rough grade. Material needed: 10,000 lbs	1	17,500.00	17,500.00
Disposal	3.1: HAUL OFF: Hauling off all harvested material to staging area, Hauling off all harvested material out of staging area off site, restoring staging area to previous condition. This includes green waste, red clay, black sand, warning track mix.	1	45,000.00	45,000.00
Reverse	3.2 & 3.3: Ripping and Reverse Rototill using	1.25	10,000.00	12,500.00

	DESCRIPTION	QTY	RATE	AMOUNT
Rototill	Blecevator (price per field) depth of 5"-6"			
Turf Renovation	3.2 & 3.3: Tirepacking rootzone after reverse rototill in prep for grade (price per field)	1.25	3,500.00	4,375.00
Laser Grading	3.2 & 3.3: Laser grade with 3D grading, variance of 1/8 inch (STADIUM and F3). Laser Grading of Sand Profile	1	25,000.00	25,000.00
Turf Renovation	3.2 & 3.3: Plate compact around irrigation heads and valve boxes to insure minimal settling (price per field)	1.25	2,500.00	3,125.00
Infield Skin Renovation	3.4: Remove 2" existing infield mix. Manage moisture and till clay. Haul in 90 ton Dura Edge Professional Red infield mix, till again, 3D laser grade to final. SERVICES AND MATERIAL INCLUDED.	1	25,000.00	25,000.00
Warning Track	3.4: Remove 2" existing warning track mix with top maker. Haul in 260 ton hilltopper warning track mix. 3D laser grade, Compact with roller. Add Hilltopper conditioner. SERVICES AND MATERIAL INCLUDED	1	99,000.00	99,000.00
Professional Mound Build	3.4: Re-Building Pitchers Mound to MLB SPECS. Black clay down slope and on table, red infield mix on back and sides. Topped with conditioner. Material included	2	4,500.00	9,000.00
Home Plate Renovation	3.4: Renovating Homeplate to Professional Standards. Black clay in boxes and red clay all around non critical areas. Topped with conditioner. Material included	2	3,200.00	6,400.00
Irrigation	3.5: OFF FIELD IRRIGATION. Replacing 4 irrigation manifolds to spec. 20 valves in total. (labor and materials included) Hunter ICVs, brass shut off ball valves with stainless steel handles. Class 200, schedule 80 reclaimed pipe and fittings (STADIUM AND F3)	1	35,000.00	35,000.00
Equipment Budget	3.10: Equipment that Athletic Applications will need to bring in and have on site for pieces of renovation	1	15,000.00	15,000.00
Mobilization	3.13: Travel Costs associated with getting to and from venue	1	15,000.00	15,000.00
Materials Budget	3.7: Re Grassing: Sand based TIFTUF installed by Evergreen Turf, 1/2" cut. 115,000 sq ft. Installation included. Approx install date June 12	115,000	0.99	113,850.00
Materials Budget	3.7: Re Grassing: Sand based Tahoma installed by West Coast Turf, 1/2" cut. 8,000 sq ft.	8,000	0.99	7,920.00
Materials Budget	3.5: IRRIGATION: Rainbird 8005 stainless steel: 63	1	12,500.00	12,500.00
	Rainbird 5000 stainless steel: 17			0.00
	Reclaim valve boxes: 30			0.00
Synthetic Turf Installation	3.8: Removal of existing turf, Installation of Synthetic Turf in Dodger and White Sox Bullpens. 5mm pad underneath catchers and seating areas.	3,200	10.00	32,000.00
Materials Budget	3.2: USGA SAND: 600 tons. Allocation confirmed from West Coast Sand	1	22,800.00	22,800.00
Materials Budget	3.4 Conditioner: 2 ton	1	1,650.00	1,650.00

	DESCRIPTION	QTY	RATE	AMOUNT
Drainage	3.6: Replacing Drains and Hardware to updated specs	1	15,000.00	15,000.00

We are looking forward to working with you!

TOTAL

\$591,420.00

Accepted By

Accepted Date

PROPOSAL FOR CAMELBACK RENOVATIONS

SPRING 2025 (DODGERS 1-2)

SPRING 2026 (WHITESOX 1-2)

BELOW IS A TABLE WITH PRICING TO BUILD A CONTINUING RELATIONSHIP WITH THE CITY OF GLENDALE AND CAMELBACK RANCH TO BUILD THE BEST PRICING AND MOST CONSISTENT PRODUCT. THERE HAVE BEEN SOME CHANGES IN MY MODEL FROM THE 2024 (STADIUM SCOPE). SOME OF THESE PIECES INCLUDE: NO WARNING TRACK WORK, MOUND, HOMEPLATE, BULLPEN, SYNTHETIC TURF, DRAINAGE, FERT OR OTHER GRANULAR PRODUCTS.

COST PER FIELD, WILL APPLY DISCOUNT FOR 2 FIELDS AND FOR A CONTINUED RELATIONSHIP

LUMP SUM ITEM	APPROX COST
IRRIGATION SERVICE AND HARDGOODS (3 MANIFOLD REPLACEMENTS, HEADS, COUPLERS, BOXES)	\$48,500
GRASS PROFILE REHAB (350 TON PER FIELD ALLOCATED, RIP, TILL, LASER GRADE, COMPACT)	\$35,000
SKIN WORK (CLAY EDGE REMOVAL, SCRAPE, MOISTURE MGMT, TILL, LASER GRADE, HAUL OFF UP TO 25 TON)	\$26,500
KORO SURFACE PREP (KORO 2 IN ON OUTFIELD & SIDES, 3 IN ON INFIELD, HAUL IN SAND, HAUL TAILINGS OFF SITE)	\$85,000
OVERHEAD (MOBILIZATION, MOISTURE MGMT, PROJECT MGMT)	\$30,000
TOTAL SOD BASED ON 115,000 SQ FT	\$113,850
ONE FIELD TOTAL:	\$338,850

DISCOUNT TO BE APPLIED TO MULTIPLE FIELD/ MULTIPLE YEAR DEAL.

PRICING SUBJECT TO CHANGE BASED ON MATERIAL COST.